

**DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS**

064907

THE STATE OF TEXAS)
) KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF DENTON)

THAT WHEREAS, WILLIAM E. CAMPBELL, JR. - WOODBINE LIMITED PARTNERSHIP and WILLIAM E. CAMPBELL, JR. - ELM FORK LIMITED PARTNERSHIP, each of which is a Texas limited partnership, hereinafter collectively called the "Declarant," are the owners of the real property located in Denton County, Texas which is described in Exhibit "A" attached hereto and made a part hereof for all purposes (the "Property");

WHEREAS, the Declarant will hold and convey the Property subject to certain protective covenants, conditions and restrictions, as hereinafter set forth;

NOW, THEREFORE, it is hereby declared that the Property is held and shall be sold, conveyed, hypothecated, encumbered, leased, rented, used, occupied and improved subject to the following restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the Property and shall be binding on all parties having any right, title, or interest in the Property or any part thereof, and their respective heirs, successors and assigns and shall inure to the benefit of each owner thereof.

ARTICLE 1.

DEFINITIONS AND PURPOSES

Section 1.01 Definitions. The following words when used in this Declaration shall have the following meanings:

(a) "Declarant" shall mean and refer collectively to William E. Campbell, Jr. - Woodbine Limited Partnership and William E. Campbell, Jr. - Elm Fork Limited Partnership, each of which is a Texas limited partnership, or their designated successors and assigns as Declarant hereunder as evidenced by an assignment recorded in the Real Property Records of Denton County, Texas.

(b) "Improvement" shall mean and include all buildings and roofed structures, parking areas, fences, walls, driveways, ponds, lakes, swimming pools, tennis courts, construction which changes any exterior color or shape, and any new exterior construction or exterior improvement. The term "Improvements" includes both original improvements and all later changes and alterations. It does not, however, include landscaping or any other replacement or repair of any magnitude which ordinarily would be expensed in the maintenance of residential property and which does not change exterior colors or exterior appearances.

(c) "Landscaping" shall mean and refer to growing plants and vegetation, including grass, plantings, vines, ground cover, trees, hedges, shrubs, and the like.

(d) "Lot" or "Lots" shall mean and refer to any lot, parcel or tract of land shown upon any recorded subdivision map of the Property, together with any and all improvements that are now or may hereafter be constructed thereon.

(e) "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or any portion of the Property, and shall not mean or refer to any person having an interest in any part of the Property merely as security for the performance of an obligation.

Section 1.02 Purpose. The Property is made subject to the conditions, covenants and restrictions contained herein, all of which shall be deemed to run with the Property and each and every Lot, tract, portion, or parcel thereof, to insure proper use and appropriate development and improvement of said Property so as to (a) protect the Owners (and their tenants) against the

improper development and use of acreage within the Property; (b) prevent the erection within the property of improvements constructed of improper or unsuitable materials or with improper quality and methods of construction; (c) insure adequate and reasonably consistent development of the Property; (d) encourage and insure the erection of attractively designed permanent improvements appropriately located within the Property in order to achieve harmonious appearance and function; (e) provide adequate off-street parking facilities; and (f) generally promote the welfare and safety of the Owners, tenants, and occupants of acreage within the Property.

ARTICLE 2.

Section 2.01 The Building and Architectural Control Committee. There is hereby established a Building and Architectural Control Committee (the "Committee") consisting of not less than one (1) nor more than three (3) members. The number of members of the Committee shall be determined by Declarant, the members of the Committee shall be appointed by and serve at the pleasure of the Declarant, and in the event of the death or resignation of any member of the Committee the Declarant shall have the authority to designate a successor. The sole initial member of the Control Committee shall be William B. Campbell, Jr.

Section 2.02 Function. The Committee shall have the sole responsibility to approve and regulate the design and construction of all Improvements within the Property so as to assure compliance with the intent and purpose of this Declaration. No Improvement shall be erected, constructed, placed or altered on any portion of the Property until plans and specifications in such form and detail as the Committee may deem necessary shall have been submitted to and approved in writing by such Committee. The decision of the Committee shall be final, conclusive and binding upon all Owners and their tenants.

Section 2.03 Content of Plans and Specifications. Prior to the construction of any Improvements, two (2) sets of plans and specifications shall be submitted to the Committee at 16475 Dallas Parkway, Suite 500, Dallas, Texas, or such other address as may be specified from time to time by the Committee, and shall include the following: (i) structural design (including floor plan); (ii) exterior elevations; (iii) exterior materials, colors, textures and shapes; (iv) location of Improvements on the Property; (v) a grading plan, showing existing and finished grades at lot corners and at corners of proposed improvements, Lot drainage provisions, including any storm sewer locations, as well as cut and fill details if any changes occur in the finished lot contour at any exterior boundary of the Lot; (vi) a landscape plan, depicting walkways, fences, walls, screening, elevation changes, water features, vegetation and ground cover, showing scale, plant material list, spacing, sizing and location and including an irrigation plan showing area coverages and manufacturer's name and equipment type; (vii) any other information necessary to show compliance with this Declaration or requested by the Committee.

Section 2.04 Approval Criteria. Approval of plans and specifications shall be based, among other things, on general adequacy of Lot dimensions, structural design, conformity and harmony of exterior design and of location with neighboring structures and sites, relation of finished grades and elevations to neighboring sites, compliance with applicable governmental requirements and conformity to both the specific and general intent of the restrictions and covenants set forth herein.

Section 2.05 Limitation of Liability. Neither the Declarant, the Committee, nor any of the members of such Committee shall be liable in damages or otherwise to anyone submitting plans and specifications for approval or to any Owner of land affected by this Declaration by reason of mistake of judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve or to disapprove any plans and specifications. Further, the construction of any Improvement shall be the sole responsibility of the Owner and any recommendation with respect to any plans or specifications or the means or method of construction made by the Committee or any member thereof shall not alter the Owner's responsibility for the safe and proper design and construction of said Improvement; nor shall it give rise to any claim by anyone against the Declarant or Committee or any member thereof for any defect in design or construction of any Improvement.

Section 2.06 Failure to Act. If the Committee fails to approve or disapprove submitted plans and specifications or reject them as being inadequate within thirty (30) days after submission thereof, it shall be conclusively presumed that the Committee has approved such plans and other specifications. In the event any such plans are disapproved by the Committee, such plans shall be returned to the Owner together with a statement of items found not to comply with these restrictions or not to be satisfactory to the Committee. Any modification or change must be resubmitted to the Committee for further review.

Section 2.07 Approvals, Waivers, and Variances. It is the intent of this Declaration that the regulation of the Property and every Lot as set forth herein be strictly adhered to. Notwithstanding that intent, it is recognized that particular circumstances may from time to time and on a case-by-case basis necessitate the waiving or varying of certain of the requirements set forth herein. Therefore, for good cause shown, the Committee may, in its sole discretion, and on a case-by-case basis waive or vary the requirements and standards set forth herein so long as such waiver or variance does not violate the overall scheme and intent of this Declaration. Any waiver or variance, when granted, shall be final and binding upon all Owners. The granting of a waiver or variance to one Owner shall not automatically entitle another Owner to the same waiver or variance, it being understood that each request for a waiver or variance shall be treated on its own merits. Further, the granting of a waiver or variance to an Owner shall not automatically entitle that Owner to any subsequent or additional waiver or variance. All approvals, waivers, and variances by the Committee shall be in writing and signed by at least one member of the Committee and, if requested by the applicant, shall be in recordable form. Any approval, waiver, or variance in any form other than as set forth in the immediately preceding sentence shall not be binding.

ARTICLE 3.

PROTECTIVE COVENANTS

The following provisions shall be applicable to any and all construction on alterations and additions to, or use of the Property and all Improvements thereon and shall be deemed, for all purposes, to be covenants running with the Property.

Section 3.01 Use. The Property shall be used for residential and/or farming and ranching purposes only, subject to the additional restrictions and stipulations contained in this Declaration. In no event shall any residential dwelling upon any Lot be occupied until it has been fully completed in accordance with plans and specifications approved by the Committee.

Section 3.02 Use Limitations. The following uses of Lots are not permitted:

(a) No business or commercial activity (other than farming and ranching) shall be conducted on any portion of the Property. Without limiting the generality of the foregoing, no manufacturing activity shall be conducted on the Property and no portion of the Property shall be utilized as a feed lot (i.e. for the conduct of a commercial livestock feeding operation).

(b) No noxious or offensive activity shall be carried on on the Property, nor shall anything be done thereon which would be illegal, an annoyance or nuisance to the owner or owners of adjoining property.

(c) No public nuisance as defined in Sections 125.001 and 125.041 of the Texas Civil Practice and Remedies Code shall be maintained or carried on on the Property.

(d) No hazardous waste disposal, storage or activity or any other activity which might affect or derogate the environment or the surface or ground waters of the Property or any adjoining property, shall be carried or conducted on the Property.

(e) No oil well drilling, oil development operations, oil refining, quarrying or mining operations of any kind may be conducted on the Property.

(f) No portion of the Property may be used or maintained as a dumping ground for rubbish or trash, and no trash or refuse shall be permitted to wash or otherwise migrate into any creek or creeks or underground water which may flow through or exist under any portion of the Property.

(g) No trailer homes, mobile homes or modular homes (with the exception of one travel trailer which will not be used for a residence) shall be permitted at any time on any Lot.

(h) No automobiles, trucks, boats, trailers, campers, recreational vehicles, or other vehicles of whatever kind or character, shall be left on the street, except that vehicles operated by guests of any Owner may be temporarily parked on the street during reasonable hours of parties or other similar functions sponsored by an Owner. No trucks (with a size designation of greater than one ton), automobiles, boats, trailers, campers, recreational vehicles or other similar large vehicles shall ever be parked or stored on the front of Lots or on side of Lots adjacent to streets. Outside storage for all vehicles must be located in the back of Lots. No vehicle of any size which normally transports flammable or explosive cargo may be kept on the Property at any time.

(i) Any use involving further subdividing of any Lot shall not be permitted without the prior written approval of the Committee.

(j) Unless otherwise approved in writing by the Committee, no radio or television tower or antenna shall be constructed or erected on any Lot which extends higher than fifteen (15) feet over the highest point of the residential structure constructed on such Lot (including chimneys) or extends higher than thirty-five feet from the ground level of the Lot if such tower or antenna is not attached to such residential structure. No other permanent attachments of any kind or character shall be made to the roof or walls of any residence unless such attachments shall have been first submitted to and approved by the Committee.

(k) No communication receiving or transmitting device or equipment shall be used on any Lot which interferes with the television reception on any other Lot without the prior written consent of the Committee, which consent may be withheld or, once given, revoked for any reason. Satellite receivers may be allowed if constructed and maintained in a manner satisfactory to the Committee.

(l) No clothesline shall be maintained on any Lot unless it is hidden from view by a large hedge or other protective enclosure in a manner approved by the Committee.

(m) Any above ground propane tank shall be screened in a manner satisfactory to the Committee.

Section 3.03 Animals and Fowl. Only horses and cattle used in farming and ranching activity and household pets, subject in each case to the limitations set forth herein, may be kept on the Property. No reptiles or fowl may in any case be kept on the Property. Dogs, cats or other household pets may be kept on the Property subject to the limitations herein set forth and provided they are not kept, bred or maintained for any commercial purpose.

(a) Animals may not be kept in excessive numbers and must be kept in suitable enclosure(s) for the number and type of animal involved. All enclosures erected for such purpose must not detract from the architecture of surrounding structures.

(b) If any Owner keeps excessive numbers of animals or if any livestock enclosure is overcrowded, not adequately maintained or cleaned, presents an unkept appearance or produces noxious odors, the Committee may declare such conditions a nuisance and order such livestock or enclosure(s) removed from the Lot. The decisions and actions of the Committee concerning the foregoing shall be conclusive and binding.

Section 3.04 Front Line Set-Back Restrictions. No structure of any kind, residential or otherwise, shall be constructed less than one hundred (100) feet from the center line of the road or street adjacent to any Lot, unless otherwise shown on the plat.

Section 3.05 Construction Term. If a residence is not completed on any Lot on or before nine (9) months from the commencement of construction, the applicable Owner will pay to Committee the sum of \$10.00 per day beginning on the first day thereafter and continuing until the final completion of the residence, as liquidated damages. The Committee shall have the right to grant extensions of the aforesaid nine (9) month period from time to time in its discretion for reasonable cause.

Section 3.06 Fences. No fences of any kind or character shall be permitted except for metal, wood or masonry fences which have been specifically approved in writing by the Committee. Wire fences (including chain link) are expressly prohibited, except along rear and side Lot lines.

Section 3.07 Landscaping. Landscaping must comply with and conform to the following:

- (a) Existing trees must be preserved to the extent practical.
- (b) Landscaping must not prevent reasonable access to public and private utility lines and easements for installation and repair.
- (c) Landscaping may not divert in any way creeks, or increase such creeks in size through dams or other obstructions, without prior written permission from the Committee.

Section 3.08 Construction Standards.

(a) Exterior walls of each building constructed or placed on a Lot shall be approved by the Committee.

(b) The total habitable area of the main structure on each Lot shall have the following minimum square footage exclusive of porches, stoops, terraces and garages (including any attached carports); 2,500 square feet for single story residences; 2,750 square feet for 1½ story residences; 3,200 square feet for two story residences. The ground floor of any 1½ or two story residence shall contain a minimum of 2,000 square feet.

(c) Proper drainage facilities or structures shall be located under that portion of each driveway situated in any right-of-way maintained by a public authority and such facilities or structures shall comply in all respects with the applicable standards, rules and regulations of Denton County, Texas and this Declaration.

(d) Driveways shall be constructed of concrete, asphalt, or other materials as expressly approved by the Control Committee. All approaches and culverts connecting the driveway and street shall be approved for design and materials by the Committee.

(e) All utility services to be the residence on each Lot shall be installed entirely underground from the residence on such Lot to the front or rear boundary line of such Lot; provided, however, that if existing utility lines or connections are located on a Lot at a place other than the front or rear boundary line of such Lot, then such utility services shall be installed entirely underground from the residence to such existing lines or connections.

(f) All mailbox structures, including the possible use of the Owner's name or address either affixed or attached thereto, shall be subject to the prior written approval of the Committee.

Section 3.09 Natural Drainage. The Owner of each Lot takes and accepts title with the knowledge, understanding and acceptance of the drainage situation as it currently exists. The

Owner shall accept the drainage as it exists at the time of purchase regardless of whether it is natural drainage or created as a result of prior development or improvement of the Property. The Owner of each Lot which abuts or contains any portion of the existing ponds situated on the Property takes and accepts title to each said Lot with the knowledge, understanding and acceptance of the natural drainage and condition of each said pond. Such ponds may not be changed or altered in any manner whatsoever, unless approved by the Control Committee.

Section 3.10 Exterior Lighting. No exterior lights shall be installed or maintained on any Lot which light is found to be objectionable by the Committee. Upon being given notice by the Committee that any exterior light is objectionable, the Owner of the Lot on which same is located will immediately remove said light or have it shielded in such a way that it is no longer objectionable. No sodium vapor exterior lights or lighting or similar high outside intensity lights and lighting or illumination shall be installed on any structure or pole or shall be used on the Property.

Section 3.11 Removal of Dirt and Other Minerals. Except in conjunction with construction and drainage work, the removal of dirt, stone, gravel, or other materials from any Lot for any purpose is forbidden without written permission from the Committee.

Section 3.12 Masonry. The exterior walls of each building or other structure, exclusive of doors and windows, on the Property or any Lot shall be 75% masonry, stone, brick, or stucco construction, unless a variance from this restriction is specifically approved in writing by the Committee.

Section 3.13 Roofs. Except as may be specifically prohibited by law, all roofs constructed on buildings or structures on the Property or any Lots shall be constructed of wood shingles, tile, slate, or composition roofing shingles in "earth-tone" colors unless a variance from this restriction is specifically approved in writing by the Committee. Any composition roofing shingles shall be of such a kind, quality, and material as to bear a minimum twenty (20) year manufacturer's warranty. The roofs of all buildings shall be constructed with a minimum slope 5/12 roof pitch (5 foot rise per 12 foot horizontal run); provided, however, flat roofs shall be permitted on detached carports and/or garages.

Section 3.14 Screening. All mechanical units (including, without limitation, air conditioning units, electrical transformers, and gas meters) and all trash and refuse containers located on the Property or any Lot shall be screened from view of adjoining properties and public streets by means of wood, brick, masonry, or other opaque material, or by such other means and materials as may be approved by the Committee.

Section 3.15 Construction Material. No building material of any kind or character shall be placed or stored upon a Lot until the Owner is ready to commence construction of Improvements and then such materials shall be placed within the property lines of the Lot upon which the Improvements are to be erected, and shall not be placed in the street. No stumps, trees, underbrush, or any refuse of any kind, nor scrap material from the Improvements being erected on any Lot shall be placed on any adjoining Lots or streets. All such material, if not disposed of immediately, must remain on the Lot on which construction work is in progress, and at the completion of such Improvements, such material must be promptly removed from the Property.

Section 3.16 Temporary Structure. No trailer, tent, shack, garage, or any structure of a temporary character shall at any time be erected or used on any Lot as a residence or business, either temporarily or permanently, except during actual construction of a building erected thereon, and then such temporary structure must be on the Lot on which construction is in progress and not on adjoining Lots or streets, and at completion of construction, the temporary structure must be removed immediately. No such temporary structure shall be used for residential purposes during construction.

Section 3.17 Drainage. No water shall be drained or discharged from any Lot, except in accordance with grading plans approved by the Architectural Review Committee. Further,

no Owner shall interfere with the drainage established by the grading plan for the remainder of the Property or any other property adjacent to such Lot.

ARTICLE 4.

MAINTENANCE

Section 4.01 Maintenance. Commencing upon the completion of improvements to a Lot and as a continual duty thereafter, each Owner of a Lot shall have the duty and responsibility to keep his Lot, including buildings, other improvements, private drives, easement areas, and ground in connection therewith or appurtenant thereto (specifically including the parkway area between the property line and any adjacent street curb), in a well-maintained, clean, neat, and attractive condition at all times and shall comply in all respects with all governmental health, fire, and safety statutes, ordinances, regulations, or requirements. Maintenance requirements shall include, but are not limited to, the following:

(a) All trees, shrubs, plants, and ground covers shall be timely and properly trimmed (including the removal of deadwood therefrom) according to their plant culture and the landscape design and shall be watered and fertilized at such times and in such quantities as required to keep them alive and attractive. Any dead tree, shrub, plant or ground cover shall be removed and replaced promptly. All bed areas shall be kept free of weeds and cultivated periodically as needed.

(b) All rubbish, trash, garbage, litter, refuse, and other waste shall be stored in clean and sanitary solid waste receptacles and shall be promptly removed from the Lot prior to accumulation.

(c) All exterior lighting and mechanical facilities shall be kept in good working order.

(d) All parking areas and driveways shall be kept in good repair.

(e) All exterior damage to any Improvements shall be promptly repaired and the exterior of all Improvements shall be repainted as needed.

(f) All lawn areas shall be timely mowed and edged as needed to keep an even, well groomed appearance, shall be watered and fertilized at such times and in such quantities as required to keep the grass alive and attractive; and shall be kept free of weeds.

ARTICLE 5.

GENERAL PROVISIONS

Section 5.01 Duration. The covenants, restrictions and reservations of this Declaration (the "Covenants and Restrictions") shall run with and bind the land subject to this Declaration, and shall inure to the benefit of, and be enforceable by, the Declarant and/or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for an initial term of twenty-five (25) years from the date that this Declaration is recorded, after which the said Covenants and Restrictions shall be automatically extended for successive periods of ten (10) years each unless an instrument signed by a majority of the then Owners of the Lots has been recorded, agreeing to abolish said Covenants and Restrictions or to change said Covenants and Restrictions in whole or in part; provided, however, that no such agreement to abolish or change the Covenants and Restrictions made by less than unanimous consent of the Owners shall be effective unless made and recorded at least one (1) year in advance of the end of (i) the initial term or (ii) any extended period of term and provided, further, that no change in the Covenants and Restrictions shall be applicable to existing buildings, structures, or improvements on the Property or any Lot. For the purposes of this Declaration, the determination of a majority of the Owners of the Lots shall be determined on

the basis of the total area of the Property subject to this Declaration and the area included in each Owner's Lot, rather than the number of Owners or the number of Lots.

Section 5.02 Amendment. Except as provided in Section 5.01, the Covenants and Restrictions of this Declaration may be abolished, amended and/or changed in whole or in part, only upon the unanimous consent of the Owners evidenced by a document in writing bearing each of their signatures. The consent of tenants or lessees or mortgagees of all or any part of the Property or Lots to such action is not required.

Section 5.03 Enforcement. Every Owner of any Lot or any part of the Property, Declarant, and their respective heirs, legal representatives, successors, and assigns shall have the right (but not the duty) to enforce this Declaration and the covenants, restrictions and conditions contained herein. Enforcement shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate same, either to restrain violation or to recover damages. The failure by any Owner or Declarant to enforce any covenant, restriction, easement, condition, reservation, charge, or lien shall in no event be deemed a waiver of the right to do so thereafter.

Section 5.04 Partial Invalidity. If any article, paragraph, section, sentence, clause, or phrase of this Declaration shall be illegal, null, or void for any reason or shall be held by any court of competent jurisdiction to be illegal, null, or void, the remaining articles, paragraphs, sections, sentences, clauses, or phrases of this Declaration shall continue in full force and effect and shall not be affected thereby. It is hereby declared that said remaining articles, paragraphs, sections, sentences, clauses, and phrases would have been and are imposed irrespective of the fact that any one or more other paragraphs, sections, sentences, clauses, or phrases shall become or be illegal, null, or void.

Section 5.05 Notices. All notices, approvals, or other communications required or permitted to be given under this Declaration shall be in writing and shall be considered as properly given or made: (i) on the second day after being mailed from within the United States by first class United States mail, certified mail, return receipt requested, postage prepaid and addressed to the person to whom it is intended at the last known address of said person, or (ii) when actually received by the person to whom it is intended if given in any other manner.

Section 5.06 Number and Gender. Words used herein, regardless of the number and gender specifically used, shall be deemed and construed to include any other number (singular or plural) and any other gender (masculine, feminine, or neuter) as the context requires.

Section 5.07 Titles. The titles, headings, and captions which have been used throughout this Declaration are for convenience only and are not to be used in construing this Declaration, or any part thereof.

Section 5.08 Applicable Law and Venue. This Declaration and the rights and obligations created hereby shall be construed in accordance with the laws of the State of Texas and venue for the enforcement of same shall lie exclusively in Denton County, Texas, and any person or entity affected hereby expressly waives the right to be sued elsewhere.

Section 5.09 Notice of Default and Opportunity to Cure. Notwithstanding anything contained herein to the contrary, in the event that any Owner shall fail to perform or observe any of the restrictions, covenants or conditions contained herein, Declarant or any other Owner desiring to enforce same (i) shall deliver to said non-complying Owner and (ii) may deliver (but is not required to deliver) to any mortgagee holding indebtedness secured by a recorded lien against all or any portion of said non-complying Owner's Lot, written notice of non-compliance, which notice shall specify the non-compliance of said non-complying Owner hereunder, and said non-complying Owner shall not be in default hereunder unless said non-complying Owner or the mortgagee fails to undertake appropriate action to cure the non-compliance hereunder within fifteen (15) days after the delivery of such notice or to thereafter diligently and continuously perform and complete the same within a reasonable period of time under the circumstances. In order to be eligible to receive copies of any notices of non-compliance hereunder, each such mortgagee must send written notice to Declarant and each Owner advising them that such

mortgagee is a lienholder on a portion of the Property and giving them such mortgagee's address. The delivery of notice of non-compliance to such mortgagee is not required hereunder and will be done, if at all, only as a courtesy. It is further understood and agreed that although mortgagees shall have the right to cure any defaults hereunder, no mortgagee shall have any obligation to cure such defaults and no mortgagee shall have liability hereunder unless the mortgagee acquires title to any portion of the Property as successor in interest to the applicable Owner, in which event the mortgagee shall be fully liable for all obligations hereunder from and after the date it acquires title to any portion of the Property.

EXECUTED this 13th day of September, 1996.

WILLIAM E. CAMPBELL, JR. - WOODBINE
LIMITED PARTNERSHIP, a Texas
limited partnership

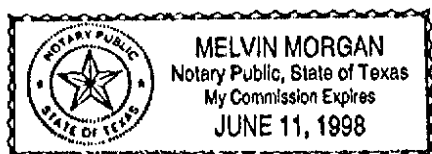
By: William E. Campbell, Jr.
William E. Campbell, Jr.
General Partner

WILLIAM E. CAMPBELL, JR. - BLM FORK
LIMITED PARTNERSHIP, a Texas
limited partnership

By: William E. Campbell, Jr.
William E. Campbell, Jr.
General Partner

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 13th day of September, 1996, by WILLIAM E. CAMPBELL, JR., General Partner of WILLIAM E. CAMPBELL, JR. - WOODBINE LIMITED PARTNERSHIP and WILLIAM E. CAMPBELL, JR. - BLM FORK LIMITED PARTNERSHIP, each a Texas limited partnership, on behalf of said limited partnerships.



Melvin Morgan
Notary Public in and for
the State of Texas

My Commission Expires:

MB\54389\435\DCOR

RETURN TO:
REPUBLIC TITLE OF TEXAS
300 CRESCENT COURT, SUITE 100
DALLAS, TEXAS 75201

Exhibit A

BEING all that certain lot, tract or parcel of land situated in the William Stonham Survey, Abstract No. 1144, the S. A. & M. G. R. R. Survey, Abstract No. 1228, the William C. Whorton Survey, Abstract No. 1360 and the S. Williams Survey, Abstract No. 1333, and being a part of the 369.667 acre tract conveyed by deed to William E. Campbell, Jr. as recorded in Volume 682 at Page 653 of the Deed Records of Denton County, Texas, and part of the 60 acre tract of land conveyed to Woodbine Limited Partnership by deed as recorded in Volume 758 at Page 69 of the Deed Records of Denton County, Texas, and the 2.766 acre tract of land conveyed to Woodbine Limited Partnership by deed recorded in Volume 758 at Page 77 of the Deed Records of Denton County, Texas and also a part of the 239.38 acre tract conveyed to Elm Fork Limited Partnership as recorded by deed in Volume 684 at Page 14 of the Deed Records of Denton County, Texas, and being more particularly described by metes and bounds as follows:

BEGINNING at a Corps of Engineers brass disc concrete monument found for the Southeast corner of Tract No. 217 and the Northeast corner of Tract 216-1 conveyed to the United States of America for the Lake Ray Roberts Project, and as shown in property descriptions in Volume 1136 at Page 801 of the Deed Records of Denton County, Texas, said monument having a Y= 615,210.2390 and an X= 2,143,622.3539 value as referenced to the Texas Plane Coordinate System, North Central Zone, said point also being on the South line of said Elm Fork Limited Partnership 239.38 acre tract and also on the North line of the William Campbell 369.667 acre tract;

THENCE North 45 degrees 43 minutes 37 seconds East along the Southeast line of said Lake Ray Roberts Project and following a new wire fence line for a distance of 2213.54 feet to a Corps of Engineers brass disc in concrete found for corner in the South line of Farm Market Road No. 455;

THENCE South 85 degrees 21 minutes 28 seconds East along the South line of Farm Market Road No. 455 a distance of 353.30 feet to a Corps of Engineers brass disc in concrete for corner, said point being common to the West line of the William E. Campbell 369.667 acre tract and the East line of the Elm Fork Limited 239.38 acre tract;

THENCE South 85 degrees 20 minutes 58 seconds East and continuing along the South line of said Farm Market Road 455 for a distance of 652.65 feet to a 5/8" iron rod set for corner, said point being common to the East line of said William E. Campbell 369.667 acre tract and the West line of the aforesaid Woodbine Limited Partnership 60 acre tract;

THENCE South 85 degrees 15 minutes 51 seconds East and continuing along the South line of Farm Market Road No. 455 for a distance of 1260.66 feet to a Corps of Engineers brass disc in concrete found for corner in the East line of the Woodbine Limited Partnership 60 acre tract;

THENCE South 0 degrees 50 minutes 52 seconds West along the East line of said Woodbine Limited Partnership 60 acre tract and the West line of a tract of land conveyed to Jerry Don Whitley as recorded in Volume 725 at Page 313 of the Deed Records of Denton County, Texas, a distance of 257.56 feet to a 5/8" iron rod set for corner, said point also being the Northwest corner of the aforesaid Woodbine Limited Partnership 2.766 acre tract;

THENCE North 88 degrees 53 minutes 36 seconds East along the North line of said Woodbine Limited Partnership 2.766 acre tract a distance of 302.51 feet to a 1/2" iron rod found for corner in the North line of an asphalt roadway now known as St. John Road, (an undedicated public right of way) said point being the Northwest corner of a 35.5551 acre tract of land conveyed to James Allan and Melinda Street by deed as recorded in CC No. 95-R0044749 Real Property Records of Denton County, Texas;

THENCE South 15 degrees 16 minutes 47 seconds West along St. Johns Road and following the East line of said Woodbine Limited Partnership 2.766 acre tract and the West line of the James Allan and Melinda Street 35.5551 acre tract for a distance of 529.50 feet to a survey marker nail in asphalt found for corner, said point being the Southeast corner of the Woodbine Limited Partnership 2.766 acre tract;

THENCE South 14 degrees 37 minutes 05 seconds West and continuing along St. Johns Road and along the East line of the William E. Campbell 369.667 acre tract and common to the West line of the James Allan and Melinda Street 35.5551 acre tract for a distance of 341.19 feet to a survey marker nail found in asphalt for corner;

THENCE South 41 degrees 02 minutes 31 seconds West along the East line of the William E. Campbell 369.667 acre tract and common to the West line of the James Allan and Melinda Street 35.5551 acre tract for a distance of 159.88 feet to a 1/2" iron rod found for corner;

THENCE South 34 degrees 46 minutes 47 seconds West and continuing along St. Johns Road and the East line of the William E. Campbell 369.667 acre tract and the West line of 6.50 acre tract of land conveyed to Dan M. Butler by deed recorded in Volume 2026 at Page 331 of the Real Property Records of Denton County, Texas, for a distance of 226.48 feet to a 5/8" iron rod found for corner;

THENCE South 31 degrees 15 minutes 19 seconds West and continuing along St. Johns Road and following the East line of the William Campbell 369.667 acre tract and the West line of the Butler 6.50 acre tract for a distance of 196.50 feet to a 1/2" iron rod found for corner;

THENCE South 02 degrees 37 minutes 15 seconds East and continuing along St. Johns Road and following the East line of the William E. Campbell 369.667 acre tract for a distance of 560.24 feet to a survey marker nail found in the north face of a 13" oak tree for corner, said point being the Southwest corner of a 3.626 acre tract of land conveyed to Russell Rowe by deed as recorded in Volume 3199 at Page 653 of the Real Property Records of Denton County, Texas, and also being the Northwest corner of a 15.5266 acre tract of land conveyed to Roy C. Brock by deed recorded in CC File No. 95-R0044747 of the Real Property Records of Denton County, Texas;

THENCE South 0 degrees 18 minutes 07 seconds West along the West line of said Brock 15.5266 acre tract for a distance of 657.00 feet to a 1/2" iron rod found for the Southeast corner said Brock 15.5266 acre tract and being the Northwest corner of a 30.13 acre tract of land conveyed to Marvin Springer;

THENCE South 00 degrees 00 minutes 16 seconds West along the West line of said Springer 30.13 acre tract and the East line of the William E. Campbell 369.667 acre tract for a distance of 1256.45 feet to a 1/2" iron rod found for the common corner of same and being along an old wire fence line, said point also being in the North line of a called 407.867 acre tract of land conveyed to Charles W. McCallum by deed recorded in Volume 458 at Page 362 of the Deed Records of Denton County, Texas;

THENCE Following the South line of the William E. Campbell 369.667 acre tract and the North line of said McCallum 407.867 acre tract and along the old wire fence line as follows:

(1) North 86 degrees 49 minutes 35 seconds West a distance of 259.58 feet to a survey marker nail set in a 24" tree for corner; (2) North 88 degrees 02 minutes 30 seconds West a distance of 89.38 feet to a survey marker nail set in a 14" tree for corner; (3) South 82 degrees 42 minutes 07 seconds West a distance of 41.58 feet to a survey marker nail set in a 10" tree for corner; (4) South 88 degrees 02 minutes 04 seconds West a distance of 415.00 feet to a survey marker nail set in a fence post for corner; (5) South 88 degrees 50 minutes 18 seconds West a distance of 199.86 feet to a survey marker nail set in a 6" tree for corner; (6) North 87 degrees 08 minutes 41 seconds West a distance of 189.86 feet to a survey marker nail set in a 15" tree for corner; (7) North 87 degrees 56 minutes 55 seconds West a distance of 125.53 feet to a survey marker nail set in a 16" tree for corner; (8) South 89 degrees 14 minutes 22 seconds West a distance of 253.04 feet to a survey marker nail set in a 15" tree for corner; (9) South 87 degrees 30 minutes 46 seconds West a distance of 136.62 feet to a survey marker nail set in a 8" tree for corner; (10) North 76 degrees 58 minutes 43 seconds West a distance of 38.86 feet to a steel post found for corner; (11) North 58 degrees 28 minutes 28 seconds West a distance of 19.21 feet to a steel post found for corner; (12) North 41 degrees 38 minutes 30 seconds West a distance of 26.13 feet to a survey marker nail set in a 24" tree for corner; (13) North 32 degrees 42 minutes 43 seconds West a distance of 100.34 feet to a survey marker nail set in a 24" tree for corner; (14) North 48 degrees 31 minutes 19 seconds West a distance of 127.06 feet to a survey marker nail set in a 24" tree for corner; (15) North 86 degrees 54 minutes 27 seconds West a distance of 89.89 feet to a survey marker nail set in a 10" tree for corner; (16) North 82 degrees 20 minutes 22 seconds West a distance of 200.27 feet to a survey marker nail set in a 11" tree for corner; (17) North 84 degrees 49 minutes 23 seconds West a distance of 222.22 feet to a survey marker nail set in a 24" tree for corner; (18) North 87 degrees 00 minutes 57 seconds West a distance of 365.67 feet to a pk nail in an 8" fence post for corner; (19) North 87 degrees 44 minutes 34 seconds West a distance of 271.28 feet to a survey marker nail set in a 24" tree for corner; (20) South 89 degrees 24 minutes 21 seconds West a distance of 592.73 feet to a Corps of Engineers brass disc in concrete found for the Southeast corner of Tract No. 217 conveyed to the United States of America for the Lake Ray Roberts Project;

THENCE North 01 degree 33 minutes 54 seconds East along the East line of said Tract No. 217 conveyed to the United States of America and following a wire fence line for a distance of 2400.97 feet to the PLACE OF BEGINNING AND CONTAINING 319.6336 ACRES OF LAND, more or less.

EXHIBIT B

Permitted exceptions:

- a. Easement to Denton County Electric Cooperative, Inc., filed 07/09/55, recorded in Volume 404, Page 417, Deed Records of Denton County, Texas.
- b. Undivided 1/2 interest in oil, gas and other minerals described in instrument filed 12/13/34, recorded in Volume 249, Page 321, Deed Records of Denton County, Texas. A portion of which was conveyed by deed recorded in Volume 267, Page 589, Deed Records of Denton County, Texas.
- c. Undivided 1/2 royalty interest in oil, gas and other minerals described in instrument filed 05/04/44, recorded in Volume 306, Page 80, Deed Records of Denton County, Texas.
- d. All minerals reserved in Deed filed 03/22/26, recorded in Volume 203, Page 180, Deed Records of Denton County, Texas.
- e. All minerals reserved in Deed filed 06/30/38, recorded in Volume 271, Page 613, Deed Records of Denton County, Texas.
- f. Declaration of Covenants, Conditions and Restrictions executed by William E. Campbell, Jr. - Woodbine Limited Partnership and William E. Campbell, Jr. - Elm Fork Limited Partnership and recorded in the Deed Records of Denton County, Texas.
- g. Overhead power line shown on survey of the property dated June 20, 1996 prepared by David Petree, Registered Professional Land Surveyor (the "Survey").
- h. Rights of third parties, if any, with respect to any portion of the property lying within the boundaries of any public or private road shown on the Survey.

Doc/Num : 96-R0064907
Doc/Type : RST
Recording : 27.00
Doc/Mgmt : 6.00
Receipt # : 29067
Deputy - CASSY

On Sep 16 1996
At 2:57pm

Filed for Record in:
DENTON COUNTY, TX
HONORABLE TIM HODGES/COUNTY
CLERK



70 2007 001 47367

Denton County
Cynthia Mitchell
County Clerk
Denton, Tx 76202

Instrument Number: 2007-147367

Recorded On: December 26, 2007

As
Affidavit

Parties: KILLE DOUG

To

Billable Pages: 2

Number of Pages: 2

Comment:

(Parties listed above are for Clerks reference only)

**** Examined and Charged as Follows: ****

Affidavit	15.00
Total Recording:	15.00

***** DO NOT REMOVE THIS PAGE IS PART OF THE INSTRUMENT *****

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY
because of color or race is invalid and unenforceable under federal law.

File Information:

Record and Return To:

Document Number: 2007-147367
Receipt Number: 445354
Recorded Date/Time: December 26, 2007 12:57:23P

User / Station: J Morris - Cash Station 1

A AND M SEPTIC
4083 CR 336
VALLEY VIEW TX 76272



THE STATE OF TEXAS }
COUNTY OF DENTON }

I hereby certify that this instrument was FILED in the File Number sequence on the date/time
printed hereon, and was duly RECORDED in the Official Records of Denton County, Texas.

C. Mitchell

County Clerk
Denton County, Texas

Return to:

A & M Septic

4083 CR 336

Valley View, Tx 76272

AFFIDAVIT TO THE PUBLIC

THE COUNTY OF DENTON STATE OF TEXAS

Before me, the undersigned authority, on this day personally appeared Doug Kille, who, after being by me duly sworn, upon oath states that he/she is the owner of record of that certain tract or parcel of land lying and being situated in Denton County, Texas, and being more particularly described as follows:

Legal Description: Lot 4, Block D, Blue Ridge Circle, Butterfield Junction

Street Address: 9824 Blue Ridge, Pilot Point, Tx

The undersigned further states that he/she will, upon any sale or transfer of the above-described property, request a transfer of the permit to operate such **Aerobic Treatment Unit with Surface Irrigation** to the buyer or transferee. Any buyer or transferee is hereby notified that a continuous maintenance contract with an approved maintenance company will be required for use of the system and need to be submitted to **Denton County Environment Health Department** within 30 days after the Property has been transferred. A copy of the planning materials for the on-site sewage facility can be obtained from **Denton County Environmental Health Department**.

WITNESS MY/OUR HAND(S) ON THIS 30 DAY OF November, 2007.

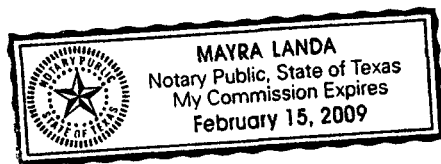
Doug Kille
(Home Owner(s) signature(s))

SWORN TO AND SUBSCRIBED BEFORE ME ON THIS 30 DAY OF
November, 2007.

Mayra Landa
Notary Public, State of Texas

Notary's Printed Name:

My Commission Expires:



RIGHT OF WAY EASEMENT

Steck-Austin-653-320-82970

4266

STATE OF TEXAS

COUNTY OF

Denton

KNOW ALL MEN BY THESE PRESENTS:

THAT

James P. Green

(hereinafter called the "grantor") and

Gladys Green

his wife, of the County of

Dallas

State of

Texas

(the grantor and his wife being hereinafter collectively called the "grantors"), for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto DENTON COUNTY ELECTRIC COOPERATIVE, INC., a corporation and to its successors or assigns, the right to enter upon the lands of the grantor situated in the County of

Denton

State of Texas, and described as follows:

200 Acres of land out of the S B & C. P. Co.

Survey Abstract No. 1228

126 Acres of land out of the Wm. Stoneham

Survey Abstract No. 1144

30 Acres of land out of the William Whorton

Survey Abstract No. 1360

Acres of land out of the

Survey Abstract No.

Bounded on the North by J. W. Sutton - Stinnett and C. L. Dailey

Bounded on the East by G. N. Skaggs and Mrs. J. Sullivan

Bounded on the South by G. S. Campbell and W. L. Hallman

Bounded on the West by W. A. Moore and C. Killgore

Located approximately 11 1/2 Miles N. E. of FROM Denton Texas.

and to place, construct, operate, repair, maintain, relocate and replace thereon and in or upon all streets, roads or highways abutting said lands, an electric transmission or distribution line or system, including the right to cut and trim trees to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling.

The grantor covenants that he is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except deed of trust dated September 30, 1952 from grantors to Fred H. Minor, Trustee, recorded in Vol. - page - of the Deed Records of Denton County, Texas, certain non-participating royalty conveyances of record in the Office of the County Clerk of Denton County, Texas.

And the wife of the grantor, hereby relinquishes and releases any right or interest she may have inconsistent with the right-of-way easement herein granted, including the right of dower, distributive share or homestead in the above described lands.

IN WITNESS WHEREOF, the grantors have set their hands and seals this 18 day of October, 1952.

James P. Green

(L. S.)

Gladys Green

(L. S.)

STATE OF TEXAS

COUNTY OF

Dallas

SS.

Before me, the undersigned authority, on this day personally appeared James P. Green known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 18 day of October, 1952.

Seal. my Commission expires June 1, 1953, Anna Belle Collier

Notary Public, Dallas County, Texas

STATE OF TEXAS

COUNTY OF

Dallas

SS.

Before me, the undersigned authority, on this day personally appeared Gladys Green, wife of James P. Green, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband and having the same by me fully explained to her, she, the said Gladys Green, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

Given under my hand and seal of office this the 18 day of October, 1952.

Seal. my Commission expires June 1, 1953, Anna Belle Collier

Notary Public, Dallas County, Texas

STATE OF TEXAS

COUNTY OF

SS.

Before me, the undersigned authority, on this day personally appeared _____ and _____, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said _____ wife of the said _____ having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____ acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this the _____ day of _____, 19____.

Notary Public, _____ County, Texas

FILED FOR RECORD the 9 day of July, A.D. 1953, at 2.00 o'clock P.M.

RECORDED this 13 day of July, A.D. 1953, at 11.20 o'clock A.M.

By _____ Deputy.

A. J. BARNETT
County Clerk, Denton County, Texas

THE STATE OF TEXAS, }
COUNTY OF..... DENTON }

Know All Men By These Presents:
5734

THAT THE UNDERSIGNED James D. McKee and wife, Mary Carolyn McKee

of the County of..... Denton and State of Texas, in consideration of the debt and trust hereinafter mentioned, ha...^{ve} Granted, Bargained, Sold and Conveyed, and by these presents do Grant, Bargain, Sell and Convey unto..... Joe E. Stockard Trustee, and to his successor or substitute in this trust, and to his and their assigns hereunder forever, the following described property, situated, lying and being in the County of..... Denton and State of Texas, to-wit:

All that certain lot or parcel of land situated in Denton County, Texas, out of the R. Hensworth Survey, Abst. No. 577, and being all of Lot No. Six (6) in Block No. One (1) of the FRISCO PARK ESTATES, a subdivision in Denton County, Texas, according to the map or plat of said subdivision shown of record in Vol. 2, Page 140 of the Plat Records of Denton County, Texas.

TO HAVE AND TO HOLD the said described property, with all the rights, members, hereditaments and appurtenances, now, or hereafter at any time before the foreclosure hereof, in any wise appertaining or belonging thereto unto the said Trustee, and to his successor or substitute hereunder, and to his and their assigns forever. And the undersigned hereby bind themselves, their heirs, executors and administrators, to warrant and forever defend all and singular the said premises, unto the said Trustee, his successor or substitute in this trust, and to his or their assigns forever, against the lawful claim or claims of all persons whomsoever.

THIS CONVEYANCE is made in trust, however, to secure and enforce the payment of..... one promissory note..... of even date herewith (hereinafter referred to as note), executed by the undersigned, payable to Gerald E. Stockard or order at..... Denton; Texas as follows: Said note being in the principal sum of \$7,078.16, bearing interest from date at the rate of eight per cent per annum, executed by the Grantors herein, both principal and interest payable in equal monthly installments of \$75.00 each,

VOL 271 PAGE 614

the first installment being due and payable on or before the 1st day of August, 1968, and a like installment due and payable on or before the 1st day of each succeeding month thereafter until the whole principal sum and interest are paid, and this note is given in extension and renewal, but not in extinguishment of the unpaid principal and interest owing on a Mechanic's Lien Note in the original principal sum of \$7,000.00 set out and described in a Mechanic's Lien Contract from James D. McKee and wife, Mary Carolyn McKee, to Orville B. McKee, dated February 24, 1968, and shown of record in Vol. 44, Page 706 of the Mechanic's Lien Records of Denton County, Texas, and thereafter transferred and assigned to Gerald E. Stockard, and the Grantors herein

the justness of this indebtedness and that the lien securing the same is valid and subsisting, and that this Deed of Trust shall in no wise impair or affect the validity of said mechanic's lien, but is given as additional and cumulative security therefor.

with interest thereon from

until paid

at the rate of ----- per centum per annum, said principal and interest payable

as it accrues at the office of

It is agreed that if default be made in the payment of any principal or interest on said note, or in the performance of the covenants or agreements herein contained, or any of them, then at the option of the legal holder of said note, the whole of the principal debt herein secured shall become due and payable, and may be collected by suit or by proceedings hereunder; and it is further agreed that if said indebtedness is not paid when due, and is placed in the hands of an attorney for collection, or if collected through the Probate Court, a reasonable amount shall be added thereto as attorney's fees.

It is also agreed that this Deed of Trust covers any and all renewals of the above described indebtedness.

NOW, THEREFORE, if the said indebtedness be paid, both principal and interest, as the same becomes due and payable, and if the covenants and agreements herein contained be kept and performed, then, and in that case only, this conveyance shall become null and void, and the property herein conveyed shall become wholly clear of said debt, and these presents released in due form at the Grantor's cost, otherwise to remain in full force and effect; but if default shall be made in the payment of said note, or any installment of interest thereon, when the same shall become due or in case of the breach of any of the agreements or covenants herein mentioned, then at the request of the legal holder of said note, the said Trustee, or his successor or successors appointed hereunder, is hereby authorized and empowered to sell the land hereby conveyed, at public auction, to the highest bidder for cash, at the Court House door of.....

Denton County, Texas, between the hours of ten o'clock a.m. and four o'clock p.m., on the first Tuesday in any month after having given notice of the time, place and manner of sale by posting written notices thereof at three public places in said county, one of which shall be at the Court House door of said county, for three consecutive weeks prior to the day of sale, and it is hereby agreed that the said Trustee, or his successor, may sell said property, together or in lots or parcels, as to him shall seem expedient; and after said sale as aforesaid, shall execute and deliver to the purchaser or purchasers thereof, good and sufficient deed or deeds in law to the property so sold, in fee simple, with the usual warranties, and shall receive the proceeds of said sale, and out of the same shall pay: First, all charges, costs and expense of executing this trust, including a fee of 5% to the Trustee on the total of the indebtedness secured by this Deed of Trust; Second, the note above described and all sums of money due or to become due hereunder, with interest as agreed; and, Third, shall render the overplus, if any, unto the undersigned herein, or legal representatives or assigns.

THE UNDERSIGNED FURTHER COVENANT with said Trustee that..... they will at all times, during the continuance of this trust, keep the buildings and improvements now on, or hereafter to be erected

on, said premises, insured against loss by fire and tornado to the amount of \$..... or to the extent insurance can be obtained thereon, in companies acceptable to and with loss payable to said Trustee, or his successors, for the benefit of the payee or the legal holder and owner of said note, and deliver the policies to said Trustee, or his successors, and to pay, before the same shall become delinquent, all taxes and assessments that may be levied or assessed against said premises or any part thereof. And it is especially agreed that if the undersigned shall fail to effect said insurance and deliver such policies, as herein provided, or to pay such taxes, then the said insurance may be effected and said taxes may be paid by the legal holder of said note, and sums so expended shall be a demand obligation and become

part of the debt hereby secured, and shall draw interest at the rate of..... ten..... per cent. per annum from date so expended until paid, or at the option of the holder of the debt secured hereby, the entire principal indebtedness may be declared due, and be collected in any manner provided in this instrument, or provided by law.

IT IS FURTHER AGREED that, in the event of a foreclosure under the power granted hereby, the owner in possession of said property, or any one claiming under him and in possession as tenant or otherwise, shall thereupon become the tenant at will of the purchaser at such foreclosure sale, and should such tenant refuse to surrender possession of said property upon demand the purchaser shall thereupon be entitled to institute and maintain the statutory action of forcible entry and detainer, and procure a writ of possession thereunder.

IT IS FURTHER AGREED that in the case of the death, resignation, removal or absence of said Trustee from the County of..... Denton....., Texas, or his refusal or failure or inability to act, then the holder of said note, or any part thereof, shall be and he is hereby authorized to appoint a substitute in writing, who shall thereupon succeed to all the estate, rights, powers and trusts granted to the Trustee herein named.

IT IS SPECIALLY AGREED that when, as and if any accelerated maturity of any item secured by this instrument may be declared due under any term of this or any other paper evidencing the debt or any part thereof, that the maximum amount that can be collected for or on account of the debt shall be the principal amount thereof and interest accrued to the date of payment at not to exceed ten per cent. per annum. That if any possible construction of any and all of the papers may seem to indicate any possibility of a different power given to the creditor or any authority to ask for, demand, or receive any larger rate of interest the parties covenant that same is a mistake in calculation or wording which this clause is intended to override and control.

* IT IS SPECIALLY AGREED that in case of any sale hereunder, all prerequisites to said sale shall be presumed to have been performed, and that in any conveyance given hereunder all statements of facts, or other recitals therein made, as to the non-payment of money secured, or as to the breach or non-performance of any of the covenants herein set forth, or as to the request of the Trustee to enforce this Trust, or as to the proper and due appointment of any substitute Trustee, or as to the advertisement of sale, or time or place or manner of sale, or as to any other preliminary act or thing, shall be taken in all courts of law or equity as prima facie evidence that the facts so stated or recited are true.

VOL 271 PAGE 615

WITNESS our hands this 1st day of July, A.D. 19 68

James D. McKee
(James D. McKee)

Mary Carolyn McKee
(Mary Carolyn McKee)

THE STATE OF TEXAS,
COUNTY OF DENTON

BEFORE ME, the undersigned authority,

in and for said County, Texas, on this day personally appeared
James D. McKee and Mary Carolyn McKee

known to me to be the person s whose name s are subscribed to the foregoing instrument, and acknowledged to me that
they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 2 day of July, A.D. 19 68

(L.S.)

Ernestine Jamerson
Notary Public, Denton Dallas County, Texas

My Commission Expires June 1st, 19 69

FILED FOR RECORD: 5 day of July A.D. 1968 at 1:04 o'clock Pm
RECORDED: 8 day of July A.D. 1968 at 3:35 o'clock Pm
By M. J. Hill Deputy THEIA PARKER, CLERK COUNTY COURT
Denton County, Texas

WITNESS our hands at Denton, Texas, this 12th, day of March, A.D. 1926.

Charles N. Davis,

Myrtle Davis,

\$1.50 Rev. stamps cancelled.

THE STATE OF TEXAS,)
COUNTY OF DENTON.)

BEFORE ME, the undersigned authority in and for Denton County, Texas, on this day personally appeared Charles N. Davis, and Myrtle Davis, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Myrtle Davis, wife of the said Charles N. Davis, having been examined by me privily and apart from her husband, and having the same fully explained to her, she the said Myrtle Davis, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 13th, day of March, A.D. 1926.

R.L. West,

Clerk District Court Denton County, Texas.

By Jas. L. Stringer, Deputy.

(seal)

FILED FOR RECORD: March, 17, 1926, at 4:25 O'clock P.M.

RECORDED: March, 25, 1926, at 10:15 O'clock A.M.

Jack Christal,

County Clerk Denton County, Texas.

By R. Eri Ross, Deputy.

#56304

Special Warranty Deed.

THE STATE OF TEXAS,)
COUNTY OF DALLAS.)

KNOW ALL MEN BY THESE PRESENTS:

That we, Robert Ralston and wife, Marian A. Ralston, of the County of Dallas, State of Texas, for and in consideration of the sum of Ten Dollars, (\$10.00), and other good and valuable consideration to us paid by George Shotwell, the receipt ^{all of} of which is hereby acknowledged, and the execution and delivery, by the said George Shotwell of his five certain Vendor's lien Notes of even date herewith payable to the order of Robert Ralston, being four notes for One Hundred Dollars, (\$100.00) each, due respectively November, 1st, 1926, November, 1st, 1927, November, 1st, 1928, and November, 1st, 1929, and one note for the sum of Four Hundred Dollars, (\$400.00) due November, 1st, 1930, said notes bearing interest from date at the rate of eight (8) per cent per annum, payable annually on November, 1st, in each year, said Notes containing default clause and providing for ten (10) per cent attorney's fees if placed in the hands of an attorney for collection; said Notes payable at Dallas, Texas, and further secured by a deed of trust of even date herewith to W.A. Dyckman, Trustee. Have Granted, Sold and Conveyed, and by these presents do Grant Sell and Convey, unto the said George Shotwell, of the County of Dallas, State of Texas, all that certain lot, tract or parcel of land lying and being situated in the County of Denton, State of Texas, to-wit; located about 10½ miles North 32 East of the City of Denton, being part of the Wm. C. Whorton, survey, Abstract No. 1360, Patent No. 295, Vol. 36, the land herein conveyed being more particularly described by metes and bounds as follows:

BEGINNING at the Northwest corner of said Whorton survey;

THENCE South with said West line 764.62 yrs. or more, to the Southwest corner of a

20.63 acre tract out of said survey conveyed as second tract in a deed from W.R.Halford, et al, to C.D.Halford, on Dec. 14th, 1912;

THENCE East 312½ vrs. to the Southeast corner of said 20.63 acre tract;

THENCE North 15° East 325 vrs. to the Northeast corner of said 20.63 acre tract, on the South line of a 69.08 acre tract conveyed as first tract in said Deed from W.R.Halford, et al, to C.D.Halford, above mentioned;

THENCE East 141 vrs. to the Southeast corner of said 69.08 acre tract;

THENCE North 548½ vrs. to the Northeast corner of said 69.08 acre tract, on the North line of Whorton survey;

THENCE West 711 vrs. to the place of beginning, and containing Eighty-Nine and Seventy-one Hundredths (89.71) acres of land.

The grantors herein reserve and retain to themselves, their heirs and assigns all interest in and to all mineral rights in, on or under the West Forty-five (45) acres of the land herein conveyed, together with the rights of ingress and egress and the rights at all times to enter upon, explore, develop, operate and occupy said West 45 acres for the production of oil, gas or other minerals.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said George Whitwell, his heirs and assigns forever and we do hereby bind ourselves, our heirs, executors and administrators, to Warrant and Forever Defend all and singular the said premises unto the said George Whitwell, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by through or under us.

But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property, premises and improvements, until the above described notes, and all interest thereon are fully paid according to their face and tenor, effect and reading, when this deed shall become absolute.

WITNESS our hands at Dallas, Texas, this 19th, day of March, 1926.

Robert Halston,

\$1.50 Rev. stamps Cancelled.

Marian A. Halston,

THE STATE OF TEXAS, }

COUNTY OF DALLAS. }

BEFORE ME, the undersigned a Notary Public in and for said County and State, on this day personally appeared Robert Halston, and Marian A. Halston, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Marian A. Halston, wife of the said Robert Halston, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Marian A. Halston, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This the 20th, day of March, A.D. 1926.

Elfa Curnutt,

(seal)

Notary Public in and for Dallas County, Texas.

FILED FOR RECORD: March, 22, 1926, at 7 O'clock A.M.

RECORDED: March, 25, 1926, at 4:15 O'clock P.M.

Jack Christal,

County Clerk Denton County, Texas.

VOL 203 PAGE 180

A-400—DEED OF TRUST—With Tax and Insurance Clause

MARTIN Stationery Co., Dallas

THE STATE OF TEXAS, }
 COUNTY OF DENTON }

Know All Men By These Presents:

4492

THAT THE UNDERSIGNED DEXTER ELLIOTT AND WIFE, MARY JOSEPHINE ELLIOTT
AND HAROLD ELLIOTT AND WIFE, KATHRYN ELLIOTT

of the County of Denton, and State of Texas, in consideration of the debt and trust hereinafter mentioned, have Granted, Bargained, Sold and Conveyed, and by these presents do Grant, Bargain, Sell and Convey unto Jack Scott Trustee, and to his successor or substitute in this trust, and to his and their assigns hereunder forever, the following described property, situated, lying and being in the County of Denton and State of Texas, to-wit:

All that certain tract or parcel of land situated in Denton County, Texas, a part of a Survey patented to Wm. B. Kimble, assignee of the MEP & PRR Co., Abstract No. 917, Patent No. 298, Volume 11, and being a part of a tract conveyed by T. B. Haggard and wife Hassie Haggard to Carol Holder by Deed dated August 24, 1943, recorded in Book 304, page 173, of the Deed Records of Denton County, Texas, and being described as follows:

BEGINNING at an inner ell corner of the MEP & PRR Co. Survey, said point being 1,000 varas East of the southern-most northwest corner of said survey;

THENCE North 864 varas, a corner, said corner being the northern-most northwest corner of tract conveyed by Haggard to Holder;

THENCE East with the north line of said Holder tract 518 varas, a corner, same being the northeast corner of the Holder tract;

THENCE South with the east line of the Holder tract 864 varas, a corner;

THENCE West 518 varas, more or less, to the place of beginning, and containing 80.59 acres of land, more or less, SAVE AND EXCEPT the following described tract of land, to wit:

A tract of land situated in the County of Denton, State of Texas, being part of the MEP & PRR Co sur (A-917) and being more particularly described as follows, all bearings being referred to the Texas Plane Coordinate System, North Central Zone;

BEGINNING at the most easterly southeast corner of the P. Fulghum survey (A-427) said point being a re-entrant corner of the Mrs. Carol E. Holder, Est. property;

THENCE along the common line between the Mrs. Carol E. Holder Est. and the Harold D. Elliott properties North 00 deg 15' East, 535 feet (192.60 varas) to a point;

THENCE South 77 deg 55' East, 120 feet (43.20 varas) to a point;

THENCE South 05 deg 29' West, 513.9 feet (185.00 varas) to a point;

THENCE South 89 deg 12' West, 80 feet (28.80 varas) to the point of beginning, containing 1.38 acres more or less, and leaving 79.21 acres of land, more or less, conveyed hereby.

Harold Elliott

Dexter Elliott

Kathryn Elliott

Mary Josephine Elliott

Signed for Identification

TO HAVE AND TO HOLD the said described property, with all the rights, members, hereditaments and appurtenances, now, or hereafter at any time before the foreclosure hereof, in any wise appertaining or belonging thereto unto the said Trustee, and to his successor or substitute hereunder, and to his and their assigns forever. And the undersigned hereby bind themselves, their heirs, executors and administrators, to warrant and forever defend all and singular the said premises, unto the said Trustee, his successor or substitute in this trust, and to his or their assigns forever, against the lawful claim or claims of all persons whomsoever.

THIS CONVEYANCE is made in trust, however, to secure and enforce the payment of one certain promissory note of even date herewith (hereinafter referred to as note), executed by the undersigned, payable to the First State Bank of Frisco, or order at Frisco, Texas as follows:

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THE STATE OF TEXAS,

COUNTY OF DENTON

BEFORE ME, the undersigned authority,

in and for said County, Texas, on this day personally appeared Dexter Elliott

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 22nd day of June, A.D. 19 59

(L.S.)

Notary Public, _____ County, Texas

My Commission Expires June _____, 19 _____

THE STATE OF TEXAS,

COUNTY OF DENTON

BEFORE ME, the undersigned authority,

in and for said County, Texas, on this day personally appeared Mary Josephine Elliott, wife of Dexter Elliott

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Mary Josephine Elliott

acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 22nd day of June, A.D. 19 59

(L.S.)

GEORGE M. HOPKINS, JR.

Notary Public, _____ County, Texas

My Commission Expires June _____, 19 _____

THE STATE OF TEXAS,

COUNTY OF DENTON

BEFORE ME, the undersigned authority,

in and for said County, Texas, on this day personally appeared Harold Elliottand Kathryn Elliott

his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Kathryn Elliott

, wife of the said Harold Elliott having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Kathryn Elliott

acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 22nd day of June, A.D. 19 59

(L.S.)

GEORGE M. HOPKINS, JR.

Notary Public, _____ County, Texas

My Commission Expires June _____, 19 _____

FILED FOR RECORD: 1 day of JulyRECORDED: 9 day of JulyBy: Flourence McLeod DeputyA.D. 1959 at 1:50 o'clock P.M.A.D. 1959 at 3:50 o'clock P.M.A.J. Barnett, Clerk County Court,
Denton County, Texas

#56304

Special Warranty Deed.

THE STATE OF TEXAS,)
COUNTY OF DALLAS.) KNOW ALL MEN BY THESE PRESENTS:

That we, Robert Ralston and wife, Marian A. Ralston, of the County of Dallas, State of Texas, for and in consideration of the sum of Ten Dollars, (\$10.00), and other good and valuable consideration to us paid by George Shotwell, the receipt of ^{all of} which is hereby acknowledged, and the execution and delivery, by the said George Shotwell of his five certain Vendor's lien Notes of even date herewith payable to the order of Robert Ralston, being four notes for One Hundred Dollars, (\$100.00) each, due respectively November, 1st, 1926, November, 1st, 1927, November, 1st, 1928, and November, 1st, 1929, and one note for the sum of Four Hundred Dollars, (\$400.00) due November, 1st, 1930, said notes bearing interest from date at the rate of eight (8) per cent per annum, payable annually on November, 1st, in each year, said Notes containing default clause and providing for ten (10) per cent attorney's fees if placed in the hands of an attorney for collection; said Notes payable at Dallas, Texas, and further secured by a deed of trust of even date herewith to W.A. Dyckman, Trustee. Have Granted, Sold and Conveyed, and by these presents do Grant Sell and Convey, unto the said George Shotwell, of the County of Dallas, State of Texas, all that certain lot, tract or parcel of land lying and being situated in the County of Denton, State of Texas, to-wit; located about $10\frac{1}{2}$ miles North $\frac{3}{4}$ East of the City of Denton, being part of the Wm. C. Whorton, survey, Abstract No. 1360, Patent No. 295, Vol. 36, the land herein conveyed being more particularly described by metes and bounds as follows;

BEGINNING at the Northwest corner of said Whorton survey;

THENCE South with said West line 764.62 vrs. or more, to the Southwest corner of a

20.63 acre tract out of said survey conveyed as second tract in a deed from W.E.Holford, et al, to O.D.Holford, on Dec. 14th, 1918;

THENCE East $51\frac{1}{2}$ vrs. to the Southeast corner of said 20.63 acre tract;

THENCE North 15° East 225 vrs. to the Northeast corner of said 20.63 acre tract, on the South line of a 69.08 acre tract conveyed as first tract in said Deed from W.E.Holford, et al, to O.D.Holford, above mentioned;

THENCE East 141 vrs. to the Southeast corner of said 69.08 acre tract;

THENCE North $54\frac{1}{2}$ vrs. to the Northeast corner of said 69.08 acre tract, on the North line of Whorton survey;

THENCE West 711 vrs. to the place of beginning, and containing Eighty-Nine and Seventy-one Hundredths (89.71) acres of land.

The grantors herein reserve and retain to themselves, their heirs and assigns all interest in and to all mineral rights in, on or under the West Forty-five (45) acres of the land herein conveyed, together with the rights of ingress and egress and the rights at all times to enter upon, explore, develop, operate and occupy said West 45 acres for the production of oil, gas or other minerals.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said George Shotwell, his heirs and assigns forever and we do hereby bind ourselves, our heirs, executors and administrators, to Warrant and Forever Defend all and singular the said premises unto the said George Shotwell, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, by through or under us.

But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property, premises and improvements, until the above described notes, and all interest thereon are fully paid according to their face and tenor, effect and reading, when this deed shall become absolute.

WITNESS our hands at Dallas, Texas, this 19th, day of March, 1926.

Robert Ralston,

\$1.50 Rev. stamps Cancelled.

Marian A. Ralston,

THE STATE OF TEXAS,)
COUNTY OF DALLAS.)

BEFORE ME, the undersigned a Notary Public in and for said County and State, on this day personally appeared Robert Ralston, and Marian A. Ralston, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Marian A. Ralston, wife of the said Robert Ralston, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Marian A. Ralston, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This the 20th, day of March, A.D. 1926.

Elfa Curnutt,

(seal)

Notary Public in and for Dallas County, Texas.

FILED FOR RECORD: March, 22, 1926, at 7 O'clock A.M.

RECORDED: March, 25, 1926, at 4:15 O'clock P.M.

Jack Christal,

County Clerk Denton County, Texas.

J. F. Lavender, Justice of the Peace,
Precinct No. 4.

Seal

THE STATE OF TEXAS |

COUNTY OF WICHITA | BEFORE ME, the undersigned, a Notary Public, in and for said County, Texas, on this day personally appeared Louis R. Hunter known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, This 18 day of Dec. A. D. 1951.

J. F. Lavender Justice of the Peace

Seal

Precinct No. 4

FILED FOR RECORD: July 22nd 1952 at 10:00 A M

RECORDED: Aug. 28th 1952 at 4:15 P M

A. J. Barnett, Clerk County Court
Denton County Texas

#3005-WARRANTY DEED

THE STATE OF TEXAS ()

COUNTY OF DENTON () KNOW ALL MEN BY THESE PRESENTS:

THAT Marie A. Sullivan, a feme sole of Dallas County, Texas, for and in consideration of the sum of Twenty Three Hundred Twenty Eight and no/100 (\$2,328.00) Dollars, to me in hand paid by Cullen S. Thomas, the receipt of which is hereby acknowledged, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said Cullen S. Thomas of the County of Dallas, State of Texas, all that certain land situated in Denton County, Texas, and being a part of the William C. Whorton Survey, Abstract No. 1360, more particularly described as follows:

FIRST TRACT: BEGINNING at the Southwest corner of said Whorton Survey;

THENCE East with the South boundary line of said Whorton Survey to the Southwest corner of an 80 acre tract of land in the Southeast corner of said survey, known as the W. J. Rogers 80 acre tract;

THENCE North with the West boundary line of the said W. J. Rogers 80 acre tract to the Northwest corner of said W. J. Rogers 80 acre tract;

THENCE West to the West boundary line of said Whorton Survey;

THENCE South with the West boundary line of said Whorton Survey to the place of beginning.

SECOND TRACT: BEGINNING at the northwest corner of TRACT ONE above the same being at the Southwest corner of a 186-1/2 acre tract of land conveyed by Henry S. Graves, et al, to A. J. Merrifield and being a part of said 186-1/2 acre tract;

THENCE East along the North boundary line of said First Tract described above and the South line of said 186-1/2 acre tract to the Southwest corner of a 136.23 acre tract conveyed by A. J. and Pora Merrifield to J. C. Clifton by deed recorded in the Deed records of Denton County, Texas.

THENCE Northeast 145 Varas, more or less, along the West boundary line of said 136.23 acre tract to the Pilot Point and Denton Road;

THENCE Westerly along the said Pilot Point and Denton Road to the West boundary line of the said Whorton Survey at the West boundary line of said 186-1/2 acre tract;

THENCE South with the West boundary line of the William C. Whorton Survey to the place of beginning, said land described above as First Tract and Second Tract being the same two tracts

VOLUME

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of land described as First Tract and Second Tract in Deed dated December 3, 1929, from Fred H. Minor, Trustee, to Marie A. Sullivan recorded in Vol. 228, Page 526, Deed Records of Denton County, Texas. But Grantor expressly hereby reserves unto herself, and her heirs and assigns, and excepts from this conveyance all oil, gas and other minerals which may lie in or under or that may be produced from said land from a depth below the surface of said land in excess of 50 feet, this said reservation shall apply to the mineral estate 50 feet from the surface and below.

TO HAVE AND TO HOLD the above described premises together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said Cullen S. Thomas, his heirs and assigns forever; and I do bind myself and my heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said Cullen S. Thomas, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

But it is expressly agreed and stipulated that Grantee shall assume the payment of all ad-valorem taxes levied against said property for the year 1952.

Witness my hand, at Dallas, Dallas County, Texas, this the 21st day of July 1952.

\$2.25 Fed. Rev. Attach. and Canc.

Marie A. Sullivan

STATE OF TEXAS :

COUNTY OF DALLAS : BEFORE ME, the undersigned authority, a Notary Public in and for Dallas County, Texas, on this day personally appeared Marie A. Sullivan, a femme sole known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office, this 21st day of July, 1952.

Anita D. Caldwell, Notary Public,
Dallas County, Texas

Seal

FILED FOR RECORD: July 22nd 1952 at 10:00 A M

RECORDED: Aug. 28th 1952 at 4:55 P M

A. J. Barnett, Clerk County Court
Denton County Texas

#3809-WARRANTY DEED

THE STATE OF TEXAS :

COUNTY OF DENTON : KNOW ALL MEN BY THESE PRESENTS:

That we, Eugene Wilson and wife, Helen Wilson, of the County of Denton, State of Texas for and in consideration of the sum of Ten and no/100 Dollars, to us in hand paid by Robert H. Baldridge, the receipt of which is hereby acknowledged and confessed, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said Robert H. Baldridge of the County of Denton, State of Texas,

All that certain lot, tract or parcel of land situated in the City of Denton, County of Denton, State of Texas, part of the Miram Sisco Survey, and being a part of a certain tract of said survey conveyed by M. C. Sheppard and wife, to John Bell and wife by deed dated July 23, 1945, recorded in Volume 314, page 473 of the Deed Records of Denton County, Texas, particularly described as follows:

BEGINNING AT A point in the west line of said tract conveyed by M. C. Sheppard and wife to John Bell and wife, 300 feet south of the Northwest corner thereof and in the East line of

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X
#3605-WARRANTY DEED

THE STATE OF TEXAS ()

COUNTY OF DENTON () KNOW ALL MEN BY THESE PRESENTS:

THAT Marie A. Sullivan, a feme sole of Dallas County, Texas, for and in consideration of the sum of Twenty Three Hundred Twenty Eight and no/100 (\$2,328.00) Dollars, to me in hand paid by Cullen S. Thomas, the receipt of which is hereby acknowledged, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said Cullen S. Thomas of the County of Dallas, State of Texas, all that certain land situated in Denton County, Texas, and being a part of the William C. Whorton Survey, Abstract No. 1360, more particularly described as follows:

FIRST TRACT: BEGINNING at the Southwest corner of said Whorton Survey;

THENCE East with the South boundary line of said Whorton Survey to the Southwest corner of an 80 acre tract of land in the Southeast corner of said survey, known as the W. J. Rogers 80 acre tract;

THENCE North with the West boundary line of the said W. J. Rogers 80 acre tract to the Northwest corner of said W. J. Rogers 80 acre tract;

THENCE West to the West boundary line of said Whorton Survey;

THENCE South with the West boundary line of said Whorton Survey to the place of beginning.

SECOND TRACT: BEGINNING at the northwest corner of TRACT ONE above the same being at the Southwest corner of a 186-1/2 acre tract of land conveyed by Henry S. Graves, et al, to A. J. Merrifield and being a part of said 186-1/2 acre tract;

THENCE East along the North boundary line of said First Tract described above and the South line of said 186-1/2 acre tract to the Southwest corner of a 136.23 acre tract conveyed by A. J. and Dora Merrifield to J. C. Clifton by deed recorded in the Deed records of Denton County, Texas.

THENCE Northeast 145 Varas, more or less, along the West boundary line of said 136.23 acre tract to the Pilot Point and Denton Road;

THENCE Westerly along the said Pilot Point and Denton Road to the West boundary line of the said Whorton Survey at the West boundary line of said 186-1/2 acre tract;

THENCE South with the West boundary line of the William C. Whorton Survey to the place of beginning, said land described above as First Tract and Second Tract being the same two tracts

of land described as First Tract and Second Tract in Deed dated December 3, 1929, from Fred H. Minor, Trustee, to Marie A. Sullivan recorded in Vol. 228, Page 526, Deed Records of Denton County, Texas. But Grantor expressly hereby reserves unto herself, and her heirs and assigns, and excepts from this conveyance all oil, gas and other minerals which may lie in or under or that may be produced from said land from a depth below the surface of said land in excess of 50 feet, this said reservation shall apply to the mineral estate 50 feet from the surface and below.

TO HAVE AND TO HOLD the above described premises together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said Cullen S. Thomas, his heirs and assigns forever; and I do bind myself and my heirs, executors and administrators, to Warrant and Forever Defend all and singular the said premises unto the said Cullen S. Thomas, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

But it is expressly agreed and stipulated that Grantee shall assume the payment of all ad valorem taxes levied against said property for the year 1952.

Witness my hand, at Dallas, Dallas County, Texas, this the 21st day of July 1952.

\$2.25 Fed. Rev. Attach. and Canc.

Marie A. Sullivan

STATE OF TEXAS I

COUNTY OF DALLAS I BEFORE ME, the undersigned authority, a Notary Public in and for Dallas County, Texas, on this day personally appeared Marie A. Sullivan, a femme sole known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and considerations therein expressed.

Given under my hand and seal of office, this 21st day of July, 1952.

Anita D. Caldwell, Notary Public,
Dallas County, Texas

Seal

FILED FOR RECORD: July 22nd 1952 at 10:00 A M

RECORDED: Aug. 28th 1952 at 4:55 P M

A. J. Barnett, Clerk County Court
Denton County Texas

VOL 382 PAGE 631

The State of Texas,
County of DENTON

Know All Men by These Presents:
DEED OF TRUST 14260

That Carl Stephen Guynes

of Denton County, Texas, hereinafter styled parties of the first part, (and considered in the plural sense whether one or more) in consideration of the sum of One Dollar in hand paid to the parties of the first part, by W. C. ORR, III Trustee, party of the second part, of Denton County, Texas, the receipt whereof is hereby acknowledged, and of the further consideration, uses, purposes and trusts herein set forth and declared, have Granted, Bargained, Sold, Aliened, Conveyed and Confirmed, and by these presents do Grant, Bargain, Sell, Alien, Convey and Confirm, unto the said party of the second part, and also to the Substitute Trustee, as hereinafter provided, all of the following described property, lying and situated in the County of Denton

, in the State of Texas, to-wit:

being all of Lot 2, Block 31 of the Southridge Addition to the City of Denton, Texas, according to the plat of said addition as recorded in the Plat Records of Denton County, Texas,

together with all improvements thereon, or hereafter to be placed thereon, and all and singular the rights and appurtenances to the same belonging or in anywise incident or appertaining.

TO HAVE AND TO HOLD unto the said party of the second part, and to his successors and his and their assigns forever, hereby covenanting and agreeing to Forever Warrant and Defend the premises aforesaid, and every part thereof, unto the said Trustee and to the Substitute Trustee, and to the assigns of any Trustee hereunder, against all persons whomsoever lawfully claiming or to claim the same or any part thereof for and upon the following trusts, terms and conditions, to-wit:

That, Whereas, the said parties of the first part are justly indebted to

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The First State Bank of Denton, Texas

party of the third part herein, as evidenced by one certain promissory note executed by the said parties of the first part and payable to the order of the said party of the third part, and being further described as follows, to-wit: being in the principal amount of \$5,500.00, bearing interest at the rate of 9 1/2% per annum, dated August 5, 1974, and payable at the rate of \$100.00 per month beginning August 5, 1974 and payable monthly until all principal and interest are paid.

Now, should the said parties of the first part make prompt payment of said indebtedness, and shall pay, or cause to be paid, all other indebtedness secured by this conveyance, both principal and interest, as the same shall become due and payable, and strictly comply with all the conditions and requirements herein provided, then this conveyance shall become null and void and of no further force or effect, and shall be released at the cost and expense of said parties of the first part. But should the said parties of the first part make default in the punctual payment of said indebtedness, or any part thereof, principal or interest, as the same shall become due and payable, or should said parties of the first part in any respect fail to keep and perform any one or more of the conditions herein provided to be kept and performed by said parties of the first part, then, in any such case, the whole amount of said indebtedness remaining shall, at the option of the holder of said indebtedness, immediately mature and become payable, and it shall thereupon, or at any time thereafter, the same, or any part thereof, remaining unpaid, be the duty of the said party of the second part herein, and of his successor or substitute, as hereinafter provided, on the request of the holder of said indebtedness thereof (which request is hereby presumed) to enforce this Trust; and after advertising the time, place and terms of the sale of all of the above conveyed and described property, or any part thereof (the privilege of selling in whole or in part being hereby granted) for at least twenty-one days successively next before the day of sale, by posting up written or printed notices thereof at three public places in the County in which said real estate is situated, one of which shall be at the Court House Door of such County, to sell the same, in accordance with such advertisement, at public auction, in front of the Court House of the County in which said property is situated, on the first Tuesday in any month between the hours of ten o'clock A. M. and four o'clock P. M., to the highest bidder for cash, selling all property above conveyed as an entirety or in parcels as the Trustee may elect, and make due conveyance to the purchaser or purchasers, with general warranty, binding the said parties of the first part herein and their heirs and assigns; and, out of the money arising from such sale, the Trustee acting shall pay: First, all the expenses of advertising sale and conveyance, including a commission of five per cent to himself, and then to the holder of said indebtedness, the full amount of principal and interest due and unpaid on said indebtedness, as hereinbefore set forth, and all taxes, assessments, insurance premiums or other advancements made, as provided for herein, with interest thereon, rendering the balance of the purchase money, if any, to the said parties of the first part, their heirs or assigns; and said sale shall forever be a perpetual bar against the said parties of the first part, their heirs and assigns, and all other persons claiming under any of them. It is expressly agreed that the recitals in the conveyance to the purchaser shall be full evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed. The holder of said indebtedness shall have equal rights to become the purchaser at such sale, being the highest bidder.

In case of absence, death, inability, refusal or failure of the Trustee herein named to act, a successor and substitute may be named, constituted and appointed by the holder of said indebtedness, without other formality than an appointment and designation in writing; and this conveyance shall vest in him, as Trustee, the estate and title in all said premises and he shall thereupon hold, possess and execute all the title, rights, powers and duties herein conferred on said Trustee named, and his conveyance to the purchaser shall be equally valid and effective; and such right to appoint a successor or Substitute Trustee shall exist as often and whenever from any of said causes, any Trustee, original or substitute, cannot or will not act.

It is agreed and stipulated that the parties of the first part herein shall and will at their own proper cost and expense, keep the property and premises herein described, and upon which a lien is hereby given and created, in good repair and condition, and to pay and discharge as they are or may become payable, all and every taxes and assessments that are or may become payable thereon under any law, ordinance or regulation, whether made by Federal, State, or Municipal authority, and shall keep said property fully insured in some company or companies approved by the holder of said indebtedness, to whom the loss, if any, shall be payable, and by whom the policies shall be kept. And in case of default made by the parties of the first part in performance of any of the foregoing stipulations, the same may be performed by the holder of said indebtedness, for account and at the expense of the parties of the first part, and any and all expenses incurred and paid in so doing shall be payable by the parties of the first part to the party of the third part with interest at the rate of ten per cent per annum from the date when the same was so incurred or paid, and shall stand secured and payable by and under this deed in like manner with the other indebtedness herein mentioned, and the amount and nature of such expense and time when paid shall be held fully established by the affidavit of the holder of said indebtedness, or the holder's agent, or by the certificate of any Trustee acting hereunder. Provided, however, that the exercise of the right of advancement shall in no wise be considered or constitute a waiver of the right of the holder of said indebtedness to declare same, and all other indebtedness hereunder to be at once due and payable.

It is further agreed and stipulated that the security herein and hereby provided shall not affect, nor be affected by, any other or further security taken or to be taken for the same indebtedness, or any part thereof; and the said parties of the first part hereby declare that the property hereinbefore mentioned and conveyed to said party of the second part forms no part of any property by them owned, used, occupied or claimed as their homestead or as exempt from forced sale under the laws of the State of Texas, and disclaim and renounce all and every claim thereto under any such law or laws.

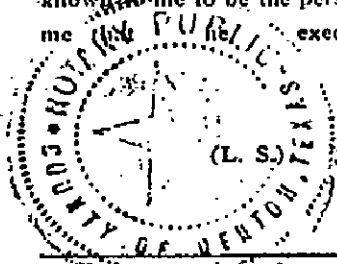
WITNESS my hand this 6th day of August, 1974.

Carl Stephen Guynes

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF Denton

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

known to me to be the person Carl Stephen Guynes whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.GIVEN UNDER MY HAND AND SEAL OF OFFICE,
this the 6th day of August A. D. 1974*Cecilia Salles Denton*
Notary Public in and for Denton County, Texas

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,
this the day of A. D. 19

(L. S.)

Notary Public in and for County, Texas

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the day of A. D. 19

(L. S.)

Notary Public in and for County, Texas

THE STATE OF TEXAS,
COUNTY OF

I HEREBY CERTIFY that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office on the day of , A. D. 19 at o'clock M., and was duly recorded by me on the day of A. D. 19 in Vol. , page , of the Records of said County.

WITNESS MY HAND and the Seal of the County Court of said County, at my office in the day and year last above written.

(L. S.)

County Clerk County, Texas

By Deputy.

10260
176
Deed of Trust

Carl Stephen Guynes

TO

W. C. Orr, III Trustee

For Benefit of First State Bank

of Denton, Texas

FILED FOR RECORD

This day of A. D. 19

at o'clock M.

County Clerk

Deputy

FILED

RECORDED

A. D. 19

County Records

of Deeds of Trust in Book

page

County Clerk

Deputy

WHEN RECORDED RETURN TO

First State Bank
Denton, Texas

The Odor Company, Publishers, Dallas, Texas

FILED FOR RECORD 7th DAY OF August A.D. 1974, at 4:35 P. M.
RECORDED 8th DAY OF August A.D. 1974.
MARY JO HILL, COUNTY CLERK, DENTON COUNTY, TEXAS.
BY: Della Loney DEPUTY.

County, Texas, on this day personally appeared F. M. Rayzor and Mabel Ross Rayzor, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Mabel Ross Rayzor, wife of the said F.M. Rayzor having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Mabel Ross Rayzor acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, This 4th day of October, A. D. 1952.

Bruce Davis, Notary Public,

Denton County, Texas

Seal

FILED FOR RECORD: Oct. 8th 1952 at 9:00 A M

RECORDED: Nov. 15th 1952 at 11:00 A M

A. J. Barnett, Clerk County Court

Denton County Texas

X
#4873-WARRANTY DEED

THE STATE OF TEXAS I

COUNTY OF DENTON I KNOW ALL MEN BY THESE PRESENTS:

That we, Theron J. Fouts and wife, Leslie Vann Fouts, of the County of Denton, State of Texas, for and in consideration of the sum of Ten and no/100 Dollars, and other good and valuable consideration to us paid, and secured to be paid, by James P. Green and wife, Gladys Green, the receipt of which is hereby fully acknowledged, and the further consideration of the execution and delivery by the grantees herein of one certain promissory vendor's lien note of even date herewith in the principal sum of \$11,867.00, payable to the order of Theron J. Fouts in fifteen annual instalments of \$791.13 each, the first installment being due and payable on or before the 30th day of September 1953, and one like installment due and payable on or before the 30th day of each September thereafter until fully paid, said note bearing interest from date at the rate of five per cent per annum, interest payable annually and containing the usual default and ten per cent attorney's fee clauses, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said James P. Green and wife, Gladys Green, of the County of Dallas, State of Texas,

All that certain, All those certain lots, tracts and parcels of land situated on the east side of Big Elm Creek, in Denton County, Texas, about 1 1/2 miles north, 31 deg. east from the City of Denton in said County, and being in two tracts and described as follows:

FIRST TRACT: 200 acres of land, more or less, in the J. A. & M. G. RR Co. 320 acre survey, Patent No. 89, Volume 7, Abstract 1228 and described by metes and bounds as follows, to wit:

BEGINNING at the southeast corner of said survey;

THENCE north with the east boundary line of said survey 871-257/672 varas to the southeast corner of a tract of land conveyed to B. F. Reynolds, which is 495-257/672 varas south of the northeast corner of said original survey;

THENCE west with said Reynold's south boundary line 1003 varas to the southwest corner thereof, then continuing west along the south boundary line of the Harry Jackson tract

out of said survey to the center of Big Elm Creek, to a point 495-49/572 varas a little east of south of the northwest corner of said survey;

THENCE with the meanderings of said creek in a southeast direction to the south boundary line of the original survey;

THENCE east with the south boundary line of said original survey to the place of beginning, containing 200 acres of land, more or less.

SECOND TRACT: 126 acres of land, more or less, in the Wm. Stoneham Survey in Denton County, Texas, Abstract No. 1144 and better described by metes and bounds as follows:

BEGINNING at the southwest corner of said survey, the same being the most southerly southwest corner thereof;

THENCE north 1805-50/197 varas, a rock for corner;

THENCE east 394 varas, a rock for corner;

THENCE south 1805-50/197 varas, a rock for corner;

THENCE west 394 varas to the place of beginning, containing 126 acres of land, more or less.

AND A THIRD TRACT or parcel of land situated in Denton County, Texas, out of the William Whorton Survey, and more particularly described as follows:

BEGINNING at a stake in the west line of said survey and on the south side of the Denton and Pilot Point public road;

THENCE north on marked and fenced line 355 varas across branch at 432.88 varas a rock in said line from which a post oak marked X bears 12 deg. east 8-1/2 varas;

THENCE north 89-1/2 deg. east on the south line of a 20.65 acre tract owned by Robert Ralston 512-1/2 varas to a stake in the center of the Denton and Pilot Point public road from which a post oak marked X bears north 32 deg. west 8-3/4 varas and a post oak marked X bears south 87 deg. 12-3/4 varas;

THENCE with the center of said road as follows: South 15 deg. west 102 varas; south 37-1/2 deg. west 139 varas; south 29-1/2 deg. west 146 varas; south 51 deg. west 76 varas; south 56-1/4 deg. west 57 varas; south 79-3/4 deg. west 155 varas;

THENCE north 89-1/4 deg. west 72 varas to the place of beginning, containing 30 acres of land, more or less.

Theron J. Fouts

Leslie Vann Fouts

This deed is made expressly subject to an outstanding non-participating one-half (1/2) interest in and to all of the oil royalty, gas royalty and royalty in casinghead gas, gasoline and royalty in other minerals in and under and that may be produced from the land described under First Tract and Second Tract above, aggregating 326 acres, more or less, until July 18, 1955, or so long thereafter as oil, gas or other minerals may be produced therefrom as the same was excepted and reserved in a certain mineral deed dated September 22, 1951, recorded in Volume 381, page 182 of the Denton County Deed Records, from James B. Drake and others, to Theron J. Fouts, to which and the record thereof reference is here made for all purposes; in addition, this deed is expressly made subject to an outstanding non-participating one-half (1/2) interest in and to all of the royalties in the oil, gas or other minerals which may be produced from the land described under the Third Tract above, being the 30 acre tract of land, more or less, as the same was excepted and reserved by and to L. Fulton in deed dated May 4, 1944, recorded in Volume 306, page 80 of the Denton County Deed Records, to which and the record thereof reference is here made for all purposes,

In addition to the aforesaid outstanding non-participating royalty interests to which this conveyance is made subject, the grantors herein expressly except and reserve unto themselves, their heirs and assigns, an undivided one-fourth (1/4) interest in and to all of the oil royalty,

gas royalty and royalty in casinghead gas, gasoline and royalty in other minerals in and under and that may be produced from all of said above described land, for a period of twenty (20) years from the date hereof and so long thereafter as oil, gas or other minerals may be produced in paying quantities from said land; it being understood that the grantees herein, their heirs and assigns, shall have the exclusive right to lease said land for oil, gas or other minerals without the necessity of the joinder therein by grantors herein, their heirs or assigns, and grantors herein, their heirs or assigns, shall not participate in any bonuses paid for any such lease or leases upon said lands, nor in any delay rentals that may be paid during the primary term of any such lease or leases, and their right shall extend only to receiving an undivided one-fourth (1/4) of the royalty paid from the production of oil, gas or other minerals from said land. If no oil, gas or other minerals are being produced in paying quantities at the expiration of twenty (20) years from the date hereof, this reservation shall automatically cease and terminate and shall vest in the grantees, their heirs and assigns

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said James P. Green and wife, Gladys Green, their heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators, to Warrant and Forever Defend all and singular the said premises unto the said James P. Green and wife, Gladys Green, their heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof, as to the first two tracts only and as to the third tract, we warrant the title only as to any person or person claiming by, through or under us.

But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property, premises and improvements, until the above described note and all interest thereon are fully paid according to its face and tenor, effect and reading, when this deed shall become absolute.

Witness our hands at Denton, Texas, this 30th day of September, A. D. 1952.

Theron J. Fouts

\$19.80 Fed. Rev. Attach. and Canc.

Leslie Vann Fouts

THE STATE OF TEXAS }

COUNTY OF DENTON } BEFORE ME the undersigned authority, a Notary Public, in and for Denton County, Texas, on this day personally appeared Theron J. Fouts known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 8th day of October, A. D. 1952.

Casse Paul Dickinson, Notary Public,
Denton County, Texas

Seal

THE STATE OF TEXAS }

COUNTY OF DENTON } BEFORE ME, the undersigned authority, a Notary Public, in and for Denton County, Texas, on this day personally appeared Leslie Vann Fouts, wife of Theron J. Fouts known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Leslie Van Fouts acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this 8th day of October, A. D. 1952.

Casse Paul Dickinson, Notary Public,
Denton County, Texas

Seal

FILED FOR RECORD: Oct. 8th 1952 at 4:15 P M

RECORDED: Nov. 15th 1952 at 11:50 A M

A. J. Barnett, Clark County Court
Denton County Texas
By Theta Parker, Deputy

X
#4873-WARRANTY DEED

THE STATE OF TEXAS }

COUNTY OF DENTON -I KNOW ALL MEN BY THESE PRESENTS:

That we, Theron J. Fouts and wife, Leslie Vann Fouts, of the County of Denton, State of Texas, for and in consideration of the sum of Ten and no/100 Dollars, and other good and valuable consideration to us paid, and secured to be paid, by James P. Green and wife, Gladys Green, the receipt of which is hereby fully acknowledged, and the further consideration of the execution and delivery by the grantees herein of one certain promissory vendor's lien note of even date herewith in the principal sum of \$11,867.00, payable to the order of Theron J. Fouts in fifteen annual installments of \$791.13 each, the first installment being due and payable on or before the 30th day of September 1953, and one like installment due and payable on or before the 30th day of each September thereafter until fully paid, said note bearing interest from date at the rate of five per cent per annum, interest payable annually and containing the usual default and ten per cent attorney's fee clauses, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said James P. Green and wife, Gladys Green, of the County of Dallas, State of Texas,

All that certain, All those certain lots, tracts and parcels of land situated on the east side of Big Elm Creek, in Denton County, Texas, about 1 1/2 miles north, 31 deg. east from the City of Denton in said County, and being in two tracts and described as follows:

FIRST TRACT: 200 acres of land, more or less, in the S. A. & M. G. RR Co. 320 acre survey, Patent No. 89, Volume 7, Abstract 1228 and described by metes and bounds as follows, to wit:

BEGINNING at the southeast corner of said survey;

THENCE north with the east boundary line of said survey 871-257/672 varas to the southeast corner of a tract of land conveyed to B. F. Reynolds, which is 495-257/672 varas south of the northeast corner of said original survey;

THENCE west with said Reynold's south boundary line 1003 varas to the southwest corner thereof, then continuing west along the south boundary line of the Harry Jackson tract

out of said survey to the center of Big Elm Creek, to a point 495-49/672 varas a little east of south of the northwest corner of said survey;

THENCE with the meanderings of said creek in a southeast direction to the south boundary line of the original survey;

THENCE east with the south boundary line of said original survey to the place of beginning, containing 200 acres of land, more or less.

SECOND TRACT: 126 acres of land, more or less, in the Wm. Stoneham Survey in Denton County, Texas, Abstract No. 1144 and better described by metes and bounds as follows:

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THENCE east 394 varas, a rock for corner;

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AND A THIRD TRACT or parcel of land situated in Denton County, Texas, out of the William Whorton Survey, and more particularly described as follows:

BEGINNING at a stake in the west line of said survey and on the south side of the Denton and Pilot Point public road;

THENCE north on marked and fenced line 355 varas across branch at 432.88 varas a rock in said line from which a post oak marked X bears 12 deg. east 8-1/2 varas;

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THENCE with the center of said road as follows: South 15 deg. west 102 varas; south 37-1/2 deg. west 139 varas; south 29-1/2 deg. west 146 varas; south 51 deg. west 76 varas; south 56-1/4 deg. west 57 varas; south 79-3/4 deg. west 155 varas;

THENCE north 89-1/4 deg. west 72 varas to the place of beginning, containing 30 acres of land, more or less.

Theron J. Fouts

Leslie Vann Fouts

This deed is made expressly subject to an outstanding non-participating one-half (1/2) interest in and to all of the oil royalty, gas royalty and royalty in casinghead gas, gasoline and royalty in other minerals in and under and that may be produced from the land described under First Tract and Second Tract above, aggregating 326 acres, more or less, until July 18, 1955, or so long thereafter as oil, gas or other minerals may be produced therefrom as the same was excepted and reserved in a certain mineral deed dated September 22, 1951, recorded in Volume 381, page 182 of the Denton County Deed Records, from James B. Drake and others, to Theron J. Fouts, to which and the record thereof reference is here made for all purposes; in addition, this deed is expressly made subject to an outstanding non-participating one-half (1/2) interest in and to all of the royalties in the oil, gas or other minerals which may be produced from the land described under the Third Tract above, being the 30 acre tract of land, more or less, as the same was excepted and reserved by and to L. Fulton in deed dated May 4, 1944, recorded in Volume 306, page 80 of the Denton County Deed Records, to which and the record thereof reference is here made for all purposes,

In addition to the aforesaid outstanding non-participating royalty interests to which this conveyance is made subject, the grantors herein expressly except and reserve unto themselves, their heirs and assigns, an undivided one-fourth (1/4) interest in and to all of the oil royalty,

gas royalty and royalty in casinghead gas, gasoline and royalty in other minerals in and under and that may be produced from all of said above described land, for a period of twenty (20) years from the date hereof and so long thereafter as oil, gas or other minerals may be produced in paying quantities from said land; it being understood that the grantees herein, their heirs and assigns, shall have the exclusive right to lease said land for oil, gas or other minerals without the necessity of the joinder therein by grantors herein, their heirs or assigns, and grantors herein, their heirs or assigns, shall not participate in any bonuses paid for any such lease or leases upon said lands, nor in any delay rentals that may be paid during the primary term of any such lease or leases, and their right shall extend only to receiving an undivided one-fourth (1/4) of the royalty paid from the production of oil, gas or other minerals from said land. If no oil, gas or other minerals are being produced in paying quantities at the expiration of twenty (20) years from the date hereof, this reservation shall automatically cease and terminate and shall vest in the grantees, their heirs and assigns

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said James P. Green and wife, Gladys Green, their heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators, to Warrant and Forever Defend all and singular the said premises unto the said James P. Green and wife, Gladys Green, their heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof, as to the first two tracts only and as to the third tract, we warrant the title only as to any person or person claiming by, through or under us.

But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property, premises and improvements, until the above described note and all interest thereon are fully paid according to its face and tenor, effect and reading, when this deed shall become absolute.

Witness our hands at Denton, Texas, this 30th day of September, A. D. 1952.

Theron J. Fouts

\$19.80 Fed. Rev. Attach. and Canc.

Leslie Vann Fouts

THE STATE OF TEXAS }

COUNTY OF DENTON } BEFORE ME the undersigned authority, a Notary Public, in and for Denton County, Texas, on this day personally appeared Theron J. Fouts known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 8th day of October, A. D. 1952.

Casse Paul Dickinson, Notary Public,
Denton County, Texas

Seal

THE STATE OF TEXAS }

COUNTY OF DENTON } BEFORE ME, the undersigned authority, a Notary Public, in and for Denton County, Texas, on this day personally appeared Leslie Vann Fouts, wife of Theron J. Fouts known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Leslie Van Fouts acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this 8th day of October, A. D. 1952.

Casse Paul Dickinson, Notary Public,
Denton County, Texas

Seal

FILED FOR RECORD: Oct. 8th 1952 at 4:15 P M

RECORDED: Nov. 15th 1952 at 11:50 A M

A. J. Barnett, Clerk County Court
Denton County Texas
By Theta Parker, Deputy