

## DEED

30318

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WARRANTY DEED

THE STATE OF TEXAS )

COUNTY OF BRAZORIA )

KNOW ALL MEN BY THESE PRESENTS: That JOHN E. FURNACE, TRUSTEE, of the County of Brazoria and State of Texas, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration to the undersigned paid by the grantees herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by grantees herein of their one promissory note in the principal sum of SEVEN THOUSAND SEVEN HUNDRED FORTY AND NO/100 DOLLARS (\$7,740.00) payable to the order of grantor, bearing interest from date thereof at the rate of TWELVE PERCENT (12 %) PER ANNUM, matured unpaid principal and interest to bear interest at the same rate set out above, or the rate of ten percent (10%) whichever is greater, from date of maturity until paid, principal and interest being due and payable in 72 equal monthly installments of ONE HUNDRED FIFTY-ONE AND 32/100 DOLLARS (\$151.32) or more, each, including interest, the first of such installments shall be due and payable on or before the 15<sup>th</sup> day of October, 1982, and a like installment shall be due and payable on or before the same day of each succeeding month thereafter until fully paid, each installment being applied first to the payment of accrued interest due on the unpaid principal balance and the remainder of each installment being applied to the reduction of unpaid principal, said note providing for acceleration of maturity in event of default and for 10% attorney's fees; the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a deed of trust of even date herewith to JAMES W. STEVENS, Trustee, has GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto WILLIAM WELES RANDOLPH and REBECCA L. MELER of the County of Brazoria and State of Texas, all of the following described real property, together with all improvements situated thereon, in Brazoria County, Texas, to-wit:

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0.918 acre, known as Tract 40 of Lochridge Mills, an unrecorded subdivision, being a part of that certain 230.603 acre tract of land described as Tract I in a deed recorded in Volume 1552, pages 495 & 496, Deed Records of Brazoria County, Texas, and being out of the Andrew Robinson League, Abstract 125, Brazoria County, Texas; said Tract being more particularly described by metes and bounds on Property Exhibit attached hereto and made a part hereof:

This property is conveyed subject to restrictions on attached Exhibit "A".

THERE IS RESERVED UNTO GRANTOR and his predecessors in title all oil, gas and other minerals in or under or that may be produced from the above described property.

THIS CONVEYANCE IS MADE AND ACCEPTED SUBJECT to the following matters to the extent same are in effect at this time: Any and all restrictions, covenants, conditions, easements, mineral or royalty reservations and leases, if any, relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in the public records of Brazoria County, Texas; and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities if any, but only to the extent that they are still in effect, relating to the hereinabove described property.

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 grantees, their heirs and assigns forever; and I do hereby bind myself, my successors and assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantees, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed that the VENDOR'S LIEN, as well as the Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

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EXECUTED this 15<sup>th</sup> day of September, 1982.

John E. Furnace, Trustee  
JOHN E. FURNACE, TRUSTEE

THE STATE OF TEXAS     )  
COUNTY OF BRAZORIA    )

BEFORE ME, the undersigned authority, on this day personally appeared JOHN E. FURNACE, TRUSTEE, 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 and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 15<sup>th</sup> day of September, 1982.

Anna Mae Hinkle ANNA MAE HINKLE  
Notary Public in and for     MY COMMISSION EXPIRES  
Brazoria County, Texas.     10-31-84

Address of Grantees: 15206 Oak Service, Houston, Texas 77082

ACE Realty  
P. O. Box 63  
Manvel, Texas 77578

TRACT 40  
LOCHRIDGE MILL

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0.918 acre of land known as Tract 40 of Lochridge Mill Subdivision, an unrecorded Subdivision, being a part of a certain 230.603 acre tract described as Tract 1 in a Deed recorded in Volume 1552, pages 495 & 496, Deed Records of Brazoria County, Texas, and being out of the Andrew Robinson League, Abstract 125, Brazoria County, Texas, and being more particularly described as follows:

BEGINNING at an iron rod marking the northwest corner of the herein described tract, said point being located South 00 deg. 48 min. 41 sec. East - 355.0 feet and North 89 deg. 11 min. 19 sec. East - 752.21 feet from the northwest corner of the aforementioned 230.603 acre tract;

THENCE North 89 deg. 11 min. 19 sec. East a distance of 345.53 feet to a point for corner in the centerline of a 60.0 foot road;

THENCE South 04 deg. 17 min. East, along the centerline of said road, a distance of 115.21 feet to the southeast corner of the herein described tract;

THENCE South 89 deg. 11 min. 19 sec. West, a distance of 350.02 feet to an iron rod marking the southwest corner of the herein described tract;

THENCE North 02 deg. 03 min. West a distance of 115.027 feet to the PLACE OF BEGINNING and containing 0.918 acre of land.

PROPERTY EXHIBIT



Restrictions

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1. No part of the above described property shall ever be used for any purposes other than single family residences during the term of these restrictions. No tract shall be used for commercial or industrial purposes. This restriction shall be held and construed to exclude apartment houses, duplex houses, and multiple family dwellings of any kind. Houses must be of new construction.
2. Dogs, cats or other household pets, horses and livestock may be kept, provided same are not kept, bred, or maintained for any purpose other than enjoyment to owners and families and same do not become an annoyance or nuisance to the neighborhood. All animals must be kept in a healthy condition. No swine allowed.
3. No automobiles or trucks are to be kept on property unless they have a current state inspection sticker.
4. No business, trade or manufacturing shall ever be conducted, nor shall any noxious or offensive activity be carried on upon the above described property, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.
5. No open pit type toilets shall ever be constructed upon the above described property and all septic sewage systems shall be constructed in accordance with the standards then approved by the governmental authority having jurisdiction of such matters, whether same be city, county or other governmental authorities.
6. All owners of any portion of said tract shall keep all grass, weeds and brush cut so that property shall have a neat and attractive appearance.
7. Such tract shall not be used or maintained as a dumping ground for rubbish, trash, garbage or other waste. All rubbish, trash, garbage, and waste on such tract shall be kept in sanitary container or containers. All incinerators or other equipment for the storage or disposal of such rubbish, trash, garbage or other waste shall be kept in a clean and sanitary condition.
8. Notwithstanding anything else to the contrary, grantees, their heirs and assigns, may erect a neat outbuilding for housing the animals mentioned in Item 2 above, upon the premises which shall be maintained in a good and sightly condition so as not to become an unsightly or unkept, provided further that no building shall be constructed nearer than 15 feet to any property line.
9. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon any portion of said property.
10. Enforcement of these conditions and restrictions shall be by proceedings at law or equity for violation of any said conditions and restrictions either to restrain violation or to recover damages. The invalidity of one or more of the provisions hereof shall not impair or prevent the enforceability of the remaining provisions.
11. Sellers of said property reserve the right to take what legal action necessary to enforce these restrictions and conditions.
12. These restrictions shall remain in full force and effect until December 31, 2001.
13. All Mobile Homes must be under four years of age when moved in, and must be under-blocked, permanently anchored, and underpinned within 120 days after being placed on property. All houses must be a minimum of 900 sq. ft. and must be completed within 180 days.
14. There shall be no hunting or trapping of any kind. All birds and animals are to be protected.

FILED FOR RECORD

AT 4:00 O'CLOCK P. M.

SEP 20 1982

H.R. STEVENS, JR.

CLERK COUNTY COURT, BRAZORIA CO., TEXAS  
BY Eddie H. Hest DEPUTY

EXHIBIT "A"