

City of Seguin

Vol. 608 Oct 634

3996 to

The Public

 **THE
CROSSROADS**
South Texas Industrial Center

Declaration of Restrictions and Covenants.

STATE OF TEXAS

COUNTY OF GUADALUPE

KNOW ALL MEN BY THESE PRESENTS:

THAT, CITY OF SEGUIN (Declarant) being the owner of that certain subdivision known as "THE CROSSROADS" (hereinafter called the subdivision), and desiring to create and carry out a uniform plan for the improvement, development and sale of the subdivided lots situated in the subdivision, does hereby adopt and establish the following restrictions and covenants to run with the land and to apply in the use, occupancy, and conveyance of all subdivided lots therein and each contract or deed which may be executed with regard to any of such property shall be held to have been executed, delivered and accepted subject to the following restrictions and covenants:

I. Use of Land

All lots in the subdivision shall be used, known and described as commercial and industrial lots. No structure shall be erected, placed, altered or permitted to remain on any of such lots other than a structure designed and used for commercial and industrial purposes, except as such uses may be further restricted, limited or prohibited by the Architectural Control Committee as hereinafter provided.

II. Architectural Control

No building, fence or other structure shall be erected, placed or altered on any lot in the subdivision until the plans and specifications for such building, fence or other structure and a plat showing the location of such building, fence or other structure and an estimate of the proposed cost for same shall have been approved in writing by the Architectural Control Committee as to the quality of workmanship and materials, color coordination, conformity and harmony of architectural design with existing structures in the subdivision in terms of the interrelationships of building bulk and features bearing relevancy to achievement of proper scale and rhythm of development, and as to location of the buildings with respect to topography and finished elevations. The Architectural Control Committee shall be composed of Alfred H. Koobig, Bill Polasek and a designated representative of the City Council, all of Seguin, Texas. In the event of death or resignation of any member of said committee, the remaining member or members shall have full authority to approve and disapprove such plans and specifications, plat and cost estimates, and authority to designate a successor committee member or members with like authority. In the event said committee or its designated representative fails to approve or disapprove any plans and specifications, plats or cost estimates within thirty (30) days after the same have been submitted to it, or in the event no suit to enjoin the erection or alteration of such building, fence or structure has been commenced prior to the completion thereof, such approval shall not be required and this covenant shall be deemed to have been fully complied with. The committee shall have the express authority to perform fact finding functions hereunder and shall have the power to construe and interpret any covenant herein that may be the subject of question as to intent. All decisions of the committee shall be final and binding, and there shall be no revision of any action of the committee except by procedure for injunctive relief when such action is patently arbitrary and capricious. Members of the committee shall not be liable to any person subject to or possessing or claiming the benefits of these covenants for any damage or loss arising out of their acts hereunder; it being understood and agreed that the remedy of an aggrieved party shall be restricted to injunctive relief. The powers and duties

of the committee and of its designated representative and the requirements of this covenant shall cease on and after January 1, 1990; provided that at such time the then record owners of a majority of the lots in the subdivision shall have the power, through a duly recorded instrument, to extend the operation of this covenant for any additional period of time, and in connection with such extension shall have the power to remove any committee member or members and replace them with other members or to withdraw from the committee any of its powers and duties. The Architectural Control Committee shall not be entitled to any compensation for services rendered pursuant to this covenant.

III. Materials of Construction

Each building on any lot in the subdivision shall have its front wall facing, exclusive of doors and windows, treated with a visual medium of a material and design quality acceptable to the Architectural Control Committee. All exterior walls shall be of either 100% masonry, or mural construction, exclusive of doors and windows; provided, however, that the Architectural Control Committee shall have the authority to waive this requirement to the extent necessary to preserve, protect and enhance the character and compatibility of development within the subdivision.

IV. Garbage and Trash

No burning of trash, garbage or other refuse shall be allowed on any lot. All refuse containers must be kept covered and firmly secured. Outside storage of supplies or materials must be screened from view on all sides by fences or other appropriate screening material approved by the Architectural Control Committee.

V. Storage Tanks

All fuel containers or petroleum tanks situated in the subdivision must be placed underground.

VI. Off-Street Parking (Surface Treatment, Extent and Lighting)

All areas devoted to off-street parking shall be paved with permanent surfacing material.

One parking space shall be provided for each eight hundred (800) square feet of Gross Floor Area. All cooperative parking areas and parking areas for 8 or more cars shall be provided with night lighting. Such lights shall be adjusted to light the parking areas only and shall not shine onto adjacent property.

VII. Loading Facilities

All loading facilities (shipping and receiving bays) shall be located at the rear of buildings and/or adjacent to interior side lot lines.

VIII. Landscaping of Areas Devoted to Off-Street Parking

All areas devoted to off-street parking shall include, to the extent necessary to further the intent of the covenants, lawn, groundcover, shrubs, hedges, trees and/or other acceptable materials, which are utilized as visual mediums. All landscaping shall be maintained in good condition so as to present in perpetuity a healthy, neat and orderly appearance.

The following minimum landscaping standards shall be adhered to with respect to all parking areas:

1. The location and minimum extent of landscaping required shall be as determined from the application of standards hereinafter stated and illustrated.

IX. Signs

All signs shall have concealed structural members except for vertical supports or other supporting members which are designed and arranged so as to be an integral part of the aesthetic composition of a sign. No sign shall be constructed so as to display flashing or intermittent lights, nor shall any sign have spinning, or strings of spinning or similar type devices. All signs shall be subject to the approval of the Architectural Control Committee. Portable trailer signs shall be prohibited.

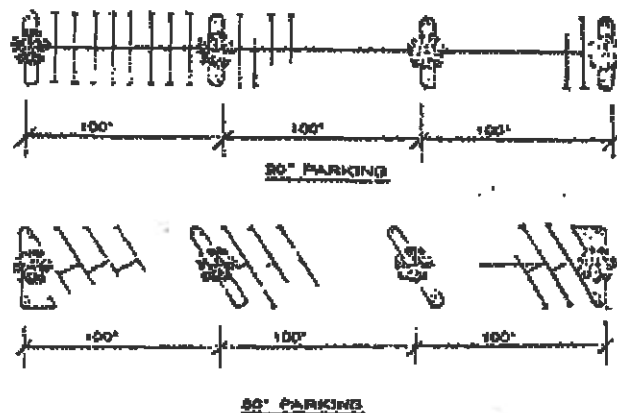
X. Maintenance

Grass, weeds and vegetation on each lot shall be kept mowed at regular intervals so as to present a neat and attractive appearance at all times. Trees, vines and plants which die shall be promptly removed from the property. Until a permitted structure is built on any lot, Declarant, may, at its option, have the grass, weeds and vegetation cut when and as often as the same is necessary in its sole judgment, and have dead trees, shrubs and plants removed from the property, and the record owner or contract buyer of such lot shall be obligated to reimburse Declarant for expenses incurred in connection therewith. The following covenant for maintenance assessment shall be applicable to the "Entry Median Area" and permanent "Name Identification Sign" located within said median:

1. Creation of the Lien and Personal Obligation of Assessment: The Declarant, for each lot owned within the properties, hereby covenants, and each owner of any lot by acceptance of deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Declarant an annual assessment, such assessment to be established and collected as hereinafter provided; The annual assessment shall be a charge on the land and shall be a continuing lien upon the property against which such such assessment is made. Each assessment, together with interest, costs and reasonable attorneys' fees, shall also be the personal obligation of the person who was the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to his successors in title unless expressly assumed by them.
2. Purpose of Assessments: The assessment levied by the Declarant and payable to the Declarant shall be used exclusively by the Declarant for the contractual maintenance of the "Entry Median Area" and permanent "Name Identification Sign".
3. Maximum Annual Assessment: From and after January 1 of the year immediately following the conveyance of an industrial site to an owner, the maximum annual assessment shall be at the rate of \$25 dollars per acre or portion thereof. At the discretion of the Declarant, the maximum annual assessment may be increased each year not more than six (6%) above the maximum assessment for the previous year.
4. Effect of Nonpayment of Assessments - Remedies of the Declarant: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of six percent (6%) per annum. The Declarant may bring an action at law against the owner personally obligated to pay the same, or foreclose the lien against the property. Each such owner, by his acceptance of a deed to a lot, hereby expressly vests in the Declarant the right and power to bring all actions against such owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens, including judicial foreclosure by an action brought in the name of the Declarant in a like manner as a mortgage or deed of trust lien on real property, and such owner hereby expressly grants to the Declarant a power of sale in connection with said lien. The lien provided for in the action shall be in favor of the Declarant and shall be for the benefit of all other lot owners.
5. Subordination of the Lien to Mortgages: The lien of the assessment provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the lien of such assessment as to payments which became due

2. All trees required by the provisions of subsection (b) shall be at least twelve (12) feet in overall height when planted. The trees, when planted, shall have a minimum caliper of two and one-half (2½) inches in the trunk and a clear trunk of at least two (2) feet. All required trees shall be of an evergreen variety.
3. Water availability shall be provided for maintenance purposes. As a minimum, hose bibs shall be provided within fifty (50) feet of all landscaped areas.
4. An evergreen hedge shall be provided adjacent to parking facilities which are contiguous to either a front or street side lot line. The minimum maintained height of such hedge shall be three (3) feet. Shrubs used in the development of a hedge shall be when planted, a minimum of eighteen (18) inches in height and placed not less than two (2) feet on center.
5. All planting areas containing trees shall have a minimum width of five (5) feet.
6. In the instance of angle parking, there shall be the equivalent of one (1) planting area containing a tree for each one-hundred (100) linear feet of parking within parking rows (e.g., trees shall be provided at the ends of parking rows and all other required trees shall be spaced as nearly equidistant as possible.)

Typical Illustrations of Landscape Standards
for
Interior of Parking Lots



7. The Architectural Control Committee shall base their approval of an applicant's plan for landscaping upon the finding that the plan will afford reasonable protection to adjacent properties and, in addition, as to whether the plan will preserve and enhance the appearance and character of the lot through the screening effects and aesthetic qualities afforded by such plan.

prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessment thereafter becoming due or from the lien thereof.

6. Exempt Property: All properties dedicated to, and accepted by, a local public authority and all properties owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of Texas shall be exempt from the assessments created herein.

XI. Non Speculation

As a condition of purchase, an owner shall agree to initiate development within three years of the date of purchase or be subject to return of the property in fee simple to the Declarant for the original purchase price.

XII. Term

The foregoing covenants are made and adopted to run with the land, and shall be binding upon the undersigned and all parties and persons claiming through and under it until January 1, 1990, at which time said covenants will be automatically extended for successive periods of ten (10) years unless an instrument signed by a majority of the then record owners of the lots in the subdivision has been recorded agreeing to change said covenants in whole or in part.

XIII. Enforcement

If the parties hereto, or any of them or their heirs, successors, lessees or assigns shall violate or attempt to violate any of the covenants herein contained, it shall be lawful for any person or persons owning real property situated in the subdivision controlled by these covenants to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant and either to prevent him or them from so doing or to recover damages for such violations. Declarant, for itself, its successors or assigns, reserves the right to enforce these restrictive covenants, though it may have previously sold and conveyed all subdivided lots in the subdivision, controlled by these covenants. The reservation of this right of enforcement shall not create an obligation of any kind to enforce same.

XIV. Partial Invalidity

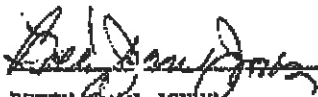
Upon recording, the invalidation of any one of the restrictions or judgment or court order shall in no way affect any of the other provisions, which shall remain in full force and effect.

The foregoing restrictions and covenants shall be applicable to the following described real property in Guadalupe County, Texas:

- (1) The Crossroads - South Texas Industrial Center Subdivision, as described on a plat recorded in Volume Four (4), page 127 of the Map Records of Guadalupe County, Texas.
- (2) The Crossroads - South Texas Industrial Center Subdivision - Unit One (1), as described on a plat recorded in Volume Four (4), page 141, of the Map Records of Guadalupe County, Texas.

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- (3) The Crossroads - South Texas Industrial Center Subdivision, Unit Two (2), as described on a plat recorded in Volume Four (4), page 142 of the Map Records of Guadalupe County, Texas.
- (4) The Crossroads - South Texas Industrial Center Subdivision - Unit One A (1A), as described on a plat recorded in Volume Four (4), page 159 of the Map Records of Guadalupe County, Texas.


 BETTY JEAN JONES
 MAYOR
 CITY OF SEGUIN, TEXAS




 LINNETTE HABERMANN
 CITY SECRETARY
 CITY OF SEGUIN, TEXAS

THE STATE OF TEXAS
 COUNTY OF GUADALUPE

This instrument was acknowledged before me on the 13th day of May, 1983, by Betty Jean Jones, Mayor of the City of Seguin, Texas, a municipal corporation, on behalf of the City of Seguin, Texas.




 BETTY R. POMPREY
 NOTARY PUBLIC
 STATE OF TEXAS

MY COMMISSION EXPIRES: 11-30-84

THE STATE OF TEXAS }
 County of Guadalupe

1. CECIL E. SCHULZE, Clerk of the County Court in

and for said County, do hereby certify that the foregoing instrument of writing dated the 13 day of May, 19 83, with its certificates of authentication, was filed for Record in my office the 16 day of May, 19 83, at 8:00 o'clock A. M., and duly recorded the 18 day of May, 19 83, at 8:38 o'clock A. M., in Official 668 Record of said County in Vol. 668, on Pages 684-689.

WITNESS my hand and the seal of the County Court of said County, at office in Seguin, Texas, the day and year last written above.





CECIL E. SCHULZE
 County Court, Guadalupe County.

purpose and considerations therein expressed, she that she did not wish to retract it.

GIVEN under my hand and seal of office this 28th day of October, A.D. 1934.

WILLIAM RAYMOND H. DEAR, Notary Public in and for Travis County, Texas.

Filed for Record at 11:30 o'clock A.M. on November 3, 1934

Recorded at 8:40 o'clock on November 3, 1934.

Walter H. Glavin
COUNTY CLERK, GUADALUPE COUNTY, TEXAS.

ELENE MOSHEIN, ET AL.

To

MRS. OLIVIA DANCY MOULT

WARRANTY DEED

2029

THE STATE OF TEXAS

COUNTY OF GUADALUPE

KNOW ALL MEN BY THESE PRESENTS:

That we, Elsie Mosheia, Emily Mosheia, J. E. Mosheia, Bertha Mosheia Davis, joined by my husband, Dr. Hugh Davis, Mary Louise Randolph, joined by my husband, E. C. Randolph and T. E. Mosheia, acting herein by our duly constituted and lawful attorney in fact, T. E. Mosheia, E.M. Mosheia individually and Elsie Mosheia, as independent executrix of the Estate of Emil Mosheia, deceased, of the County of Guadalupe, State of Texas, for and in consideration of the sum of One Thousand (\$1000.00) Dollars cash to us in hand paid by Mrs. Olivia Dancy Molt, the receipt of which is hereby acknowledged, have granted, sold and conveyed, and by these presents do grant, sell and convey, unto the said Mrs. Olivia Dancy Molt, of the County of DeWitt, State of Texas, all of the right, title and interest of the Estate of Emil Mosheia, deceased, in and to the following described tract or parcel of land, situated in the County of Guadalupe, State of Texas, and being 1 1/2 acres out of the Humphreys Branch Grant and 1/2 acre out of the Benjamin Fugate Survey, and described by metes and bounds as follows, to-wit:

ACCRETION at the N.W. corner of the 30 acre tract heretofore sold to F.H. Schmieder, as appears from deed recorded in Vol. 48, on page 634, of the Deed Records of Guadalupe County, said survey being 18 feet E. of an iron bolt set in the N. line of Lot No. 2 in Block No. 20 of the Farming at Twelve Acres Lots of the town of Seguin, formerly contained in the corporate limits, but long since segregated therefrom.

THENCE N. parallel with and 15 feet distant from the E. line of the original 30 acre tract purchased by Walter Molt, J. B. Dittrell and Emil Mosheia from W. H. Thompson et al., 1/2 mile to a point for the N.W. corner.

THENCE E. 4000 feet, more or less, to a point in the center of Saxonius Creek, from which a pond tree 24 in. in dia. brs. N. 25 deg. E. 20 feet.

THENCE down said creek with its meanders S. 17 deg. 30' E. 425 feet, more or less, to a point in the N.E. right of way line of the G. N. & S. A. R. R. Co., said point being 75 feet from the center of the tract.

THENCE S. 20 deg. 30' E. along said N.W. right of way line, 1600 feet to the E.E. corner of the Schmieder 30 acre tract, from which a mesquite 4 in. in dia. brs. N. 40 deg. E. 5 feet.

THENCE N. 5 deg. 30' E. along the E. line of said 30 acre tract 300 feet to the N.E. corner, from which an elm 14 in. in dia. brs. E. 8-3/4 feet. THENCE W. along the E. line of said 30 acre tract 2828 feet to the place of beginning, containing 80 acres of land, being the same land conveyed to Charlie Herrweather by Mrs. Olivia Dancy Molt et al., by deed dated the 1st day of February, 1934, and recorded in Vol. 75, on pages 170-175 of the Deed Records of Guadalupe County, Texas, and likewise being the same land conveyed by Charlie Herrweather to Mrs. Olivia Dancy Molt and the Estate of Emil Mosheia, deceased, by deed dated the 28th day of September, 1930, and recorded in Vol. 124 on page 340 of the Deed Records of Guadalupe County, Texas, to which deeds and the record thereof reference is here made for all purposes.

WARRANT and EXCELSIOR and "RESERVE" unto the grantors, the said heirs and assigns, out of the entire tract of land above described hereth conveyed an undivided one-half (1/2) interest in and to all oil, gas and other minerals in and under said property, it being the intention of both grantors and grantees that all of the minerals in and under the 80 acres of land above described shall be owned one-half by the grantees, Mrs. Olivia Daisy Wolfe, and one-half by the grantors, who are the heirs of Emil Kosheim, deceased.

It is understood and agreed by and between the grantors and the grantees that the grantees shall retain all rents and revenues derived from the forming operations on the property hereinafore conveyed during the year 1938; and that in consideration thereof, grantees will pay all State and County taxes on the property herein conveyed.

"TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in extreme belonging unto the said Mrs. Olivia Daisy Wolfe, her heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators, to forever and forever defend, all and singular the said premises unto the said Mrs. Olivia Daisy Wolfe, her heirs, assigns, against every person whatsoever lawfully claiming or to claim the same, or any part thereof.

"WITNESS our hands at Seaside, Texas, this 20th day of October, A.D. 1938.

J. G. H. S. Interpol
Revenue Street Chas. H. S.

W. K. Nephew
Individually and as Attorney in Fact for
Elaine Kosheim, Emily Kosheim, J. D. Kosheim,
Bertha Kosheim Davis, Dr. Hugh Davis, Mary
Louise Randolph, E. C. Randolph and T. E. Kosheim.

Elaine Kosheim
as Independent Executor of the Estate of
Emil Kosheim, Deceased.

"THE STATE OF TEXAS
COUNTY OF CHADWICK
EMILIO M. J. the undersigned, a Notary Public in and for Chadwick County, Texas, on this day personally appeared W. K. Nephew, individually and as Attorney in Fact for Elaine Kosheim, Emily Kosheim, J. D. Kosheim, Bertha Kosheim Davis, Dr. Hugh Davis, Mary Louise Randolph, E. C. Randolph and T. E. Kosheim, and Elaine Kosheim, as Independent Executor of the Estate of Emil Kosheim, Deceased, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and in the capacities therein stated.

"WITNESS MY HAND AND SEAL OF OFFICE. This 20th day of October, A.D. 1938.

(SEAL) - Elaine Kosheim, Notary Public in and for Chadwick County, Texas.

Filed for Record on November 5, 1938 at 12:30 o'clock P.M.

Recorded at 8:50 o'clock P.M. on November 8th, 1938.

Walter H. Hester
County Clerk, Chadwick County, Texas.

W. A. FRICKS, ET AL. To ANNE SULLIVAN, FARM BOLE SAN ANTONIO TEXAS.

THE STATE OF TEXAS
COUNTY OF CHADWICK

KNOW ALL MEN BY THESE PRESENTS:

That T. W. A. Fricks, residing property in El Paso, Texas, at my home, and Leonard W. Fricks, a single man of the County of Bexar, State of Texas for and in consideration of the sum of \$10.00 and other good and valuable considerations to us in hand paid by Anne Sullivan, a feme sole; the receipt of which is hereby acknowledged; have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said Anne Sullivan, a feme sole of the County of Bexar in the State of Texas all that certain land lying, situated and being in the County of Chadwick, State of Texas.

605

H. L. STERN,

TO

HAROLD LEON, THURMERS,

**

ASSIGNMENT

FILED FOR RECORD

** * * * **

FEB 23 1935

FRANK SCHWELDT

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RECORDED IN THE PUBLIC RECORDS OF THE COUNTY OF GUADALUPE, TEXAS, IN BOOK 123, PAGE 21-3.

THE STATE OF TEXAS
COUNTY OF GUADALUPE.

KNOW ALL MEN BY THESE PRESENTS, that We, Elmer Nolte Armstrong and Ike S. Chapman, as Independent Executors and Trustees of the will of Olivia P. Nolte, deceased, both of Bexar County, Texas, for and in consideration of the sum of Twenty Five Thousand (\$25,000.00) Dollars, to us cash in hand paid by John A. Baughman, the receipt of which is hereby acknowledged and confessed, and for which no lien is retained, express, or implied, have granted, sold and conveyed, and by these presents do grant, sell and convey, unto the said John A. Baughman, of Guadalupe County, Texas, except as below stated,

That certain tract of land of about 250 acres, situated in the B. Fuqua 3/4 League and the Humphreys Branch League in Guadalupe County, Texas, described as follows:

Being all of that certain 316 acres tract conveyed by E. B. Thompson et al to Walter Nolte et al by deed dated Dec. 30, 1911, of record in Vol. 38, pages 280-2 of the deed records of Guadalupe County, Texas, less and except the 50 acres tract conveyed by Walter Nolte et al to F. M. Schriever by deed dated Oct. 27, 1916, of record in Vol. 48, pages 284-5 of the deed records of Guadalupe County, Texas, and being bounded on the East by the Gerosimo Creek, on the South by the North right of way of the G. W. and S. A. Railroad Company and the above mentioned F. M. Schriever tract, on the West by the Schriever tract and the old Martindale Road, (an extension of North Heidecke Street), and on the North by land now owned by Richard Grein.

This is a sale in bulk and not by the acre, and it is the intention of the grantors herein to sell and convey the land contained within the boundaries as hereinabove set out, regardless of the number of acres included therein.

This conveyance is made subject to that certain easement and pipe line right of way extended by Mrs. Walter Nolte et al to Magnolia Petroleum Company, dated the 24th day of February, 1930, of record in Vol. 123, pages 21-3 of the deed records of Guadalupe County, Texas, and is subject to the reservation by Elmer Armstrong et al of one-half the minerals under a 50 acre tract, part of the land conveyed hereby, in a deed dated October 28, 1932, of record in Vol.

153, pages 275-6 of the deed records of Oustalupa County, Texas.

Out of the grant hereby made there is reserved, however, unto the grantors herein and to their successors and their principals, and not conveyed hereby, one-fourth of the one-eighth royalty provided and to be provided in any and all oil, gas and mineral leases now upon or hereafter given on said lands, or any part thereof, same being equal to one-thirty second part of all, gas and other minerals of any nature in and under said land, free and clear of all costs of production; provided always that the grantee herein his heirs and assigns, shall have the exclusive right, power and privilege to make and deliver mineral leases on said lands without the consent or joinder of grantors, and grantors shall not be entitled to receive any of the bonus money paid for, or any of the money rental paid under, such lease or leases.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging, unto the said John A. Bauchman, his heirs or assigns, forever.

Witness our hands at San Antonio, Texas, this 24 day of February, 1956,

John A. Bauchman
Independent Executors and Trustees of
the will of Olivia D. Nolte, Deed.

THE STATE OF TEXAS,

COUNTY OF BELL.

BEFORE ME,

County and State,

and the S. Bauchman

scribed to the foregoing instrument

executed the same for the pur

and in the capacities there

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the

THE STATE OF ALABAMA

COUNTY OF MONTGOMERY

BEFORE ME, the undersigned, a Notary Public in and for said

County and State, on this day personally appeared Eleanor Nolte Armstrong,

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 consideration therein expressed, and in the capacity therein

stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the

day of

A. D. 1956.

Mary J. Curry

Notary Public in and for

Montgomery County, Alabama

