

and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations; and taxes for 2014, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Restrictions:

The following restrictions and covenants which shall be considered covenants running with the land, and bind the land, and shall be binding upon the Grantee herein, their heirs and assigns, forever, and shall inure to the benefit of and be enforceable by the Grantor, its respective heirs, legal representatives, successors, and assigns:

1. No manufactured home, mobile home, manufactured housing, or house trailer shall be installed, set up, or situated on the Property at any time.

Enforcement of these restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any such restrictions either to restrain violation or to recover damages, and failure by the Seller to enforce any restriction shall in no event be deemed a waiver of the right to do thereafter.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

Grantee is taking the property in an arm's-length agreement between the parties. The purchase price was bargained on the basis of an "AS IS, WHERE IS" transaction and reflects the agreement of the parties that there are no representations, disclosures, or express or implied warranties, except for the warranty of title stated in the closing documents. The property will be conveyed to grantee in an "AS IS, WHERE IS" condition, with all faults. Grantor makes no warranty of condition, merchantability, or suitability or fitness for a particular purpose with respect to the personal property. All warranties, except the warranty of title in the closing documents, are disclaimed.

AUSTIN BANK, TEXAS N.A., at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the note described. The vendor's lien and superior title to the property are retained for the benefit of AUSTIN BANK, TEXAS N.A. and are transferred to that party without recourse on Grantor.

The vendor's lien against and superior title to the property are retained until said note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.