

BUILDING AND USE RESTRICTIONS

STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

§

COUNTY OF SMITH

§

That, the undersigned, ASCENSION RESORTS, LTD., a Texas limited partnership ("Developer"), being the owner of property described as Tealwood, Phase II, located in Smith County, Texas as described and created by the final plat thereof recorded in Cabinet B, Slide 396C, of the Plat Records of Smith County, Texas, does hereby restrict the Property as hereinafter set out which restrictions shall be binding upon the Owners or any purchasers of the Lots, their heirs, administrators, lessees, invitees or assigns, and the restrictions shall be covenants running with the land, to-wit;

ARTICLE I

DEFINITION

Section 1. "Property" shall mean and refer to all land in Tealwood, Phase II which is subject to the reservations set forth herein and in any recorded Subdivision Plat of the Property. The legal description of the Property is attached hereto and made a part hereof for all purposes as Exhibit "A".

Section 2. The words "Lot" or "Lots" shall mean and refer to any plot of land shown upon any recorded Subdivision Plat of the Property.

Section 3. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those whose interest is held merely as security for the performance of an obligation.

ARTICLE II

USE OF PROPERTY AND

LOTS - PROTECTIVE COVENANTS

The Property and each Lot situated thereon shall be constructed, developed, occupied and used as follows:

Section 1 - Residential Purposes. Each Lot shall be used exclusively for residential purposes. Not more than one dwelling shall be constructed on any Lot although two adjacent and contiguous Lots may be utilized for the construction thereon of one residential dwelling. As used herein, the term "residential purposes" shall be construed to prohibit the use of the Lots for duplex houses, garage apartments, or apartment houses; and no Lot shall be used for business

or professional purposes of any kind or for any commercial or manufacturing purposes. No building of any kind or character shall ever be moved onto any Lot, it being the intention that only new construction shall be placed and erected thereon.

Section 2 - Resubdivision of Lots. No subdivision or resubdivision of any Lot or combination of Lots shall be permitted except upon prior approval of the Architectural Control Committee.

Section 3 - Duration of Construction. All improvements shall be completed within six (6) months from the beginning of construction unless an extension is granted by the Architectural Control Committee in writing.

Section 4 - Boathouse or Boat Dock. No boathouse, boat dock or pier shall be erected on or adjacent to any Lot until the plans, specifications and plot plan have been approved in writing by the Architectural Control Committee in writing. All such structures are subject to the rules and regulations of the Upper Neches River Authority, and it is the responsibility of the Owner to obtain the appropriate approval of the Authority when applicable.

Section 5 - Floor Space. Each dwelling constructed on any Lot shall contain a minimum required floor area, as verified by the Architectural Control Committee, of no less than 1,500 square feet. For purposes of this section, the minimum required floor area shall be computed exclusive of the breezeways, garages, open porches, carports, accessory buildings or accessory space and designed and used directly and specifically for dwelling purposes.

Section 6 - Height. No building or structure on any Lot shall exceed two (2) stories in height unless otherwise specifically approved by the Architectural Control Committee.

Section 7 - Temporary Structures and Vehicles.

(i) No temporary structure of any kind shall be erected or placed upon any Lot except as provided in (ii) below. Any truck, bus, boat, boat trailer, trailer, mobile home, campmobile, camper or any vehicle other than a conventional automobile shall, if brought within the Property, be stored, placed or parked within the garage or within an adequately approved screened area of the appropriate Lot Owner.

(ii) Developer reserves the exclusive right to erect, place and maintain such facilities in or upon any portions of the Property as it in its sole discretion determines to be necessary or convenient while selling Lots, selling or constructing residences and constructing other improvements upon the Property. Such facilities include, but are not limited to, sales and construction offices, storage areas, model units, signs and portable toilet facilities.

Section 8 - Driveways, Garages and Carports. Each residential dwelling erected on any Lot shall provide garage space for a minimum of two (2) conventional automobiles. All garages

shall have doors which shall be closed at all times when not in use. No carports or garages may be added without the prior approval of the Architectural Control Committee. Plans for added garages and carports shall be subject to the approval of the Architectural Control Committee. All driveways shall be constructed of a paved surface which surface shall be designated on the plans and specification submitted for Architectural Control Committee approval. All driveways shall be a minimum width of ten (10) feet with culvert pipe drains of adequate size. No culvert pipe shall be smaller than twelve (12) inches in diameter.

Section 9 - Setback Requirements. The location of each building on each Lot and the determination of front and side set back lines shall be subject to the approval of the Architectural Control Committee, provided that in every case the set back lines shall be in compliance with the minimum standards set by Smith County or other applicable governing authority.

Section 10 - Signs. No sign or signs shall be displayed to the public view on any Lot except that:

(i) Developer may erect and maintain a sign or signs deemed by it to be reasonable and necessary for the construction, development, operation, promotion and sale of the Lots;

(ii) Any builder, during the construction and sale of a dwelling may utilize one professional sign (of not more than twelve (12) square feet in size) on each Lot which it owns for advertising and sales promotion;

(iii) Thereafter, a dignified "for sale" sign (of not more than six (6) square feet in size) may be utilized on a Lot by the Owner of that Lot for the sale of the Lot and its improvements.

Section 11 - Fences. All screening walls must be constructed of an approved material. Complete plans (including gates) for any wall, fence or hedge, showing materials to be used, location and height, must be submitted to the Architectural Control Committee for approval prior to construction. No wall fence or hedge shall be constructed which will cause a traffic hazard at street intersections or curves in the street. All clothes lines, wood piles, tool sheds or service facilities must be located or placed behind fences, walls or landscaping so as not to be visible from the street.

Section 12 - Trash Receptacles and Collection. Garbage and trash on the premises shall be kept in water-tight trash receptacles with tight-fitting covers, and no cans, bottles, paper, trash or rubbish shall be placed, deposited or accumulated or thrown on the ground or in any place except a proper trash receptacle as aforesaid. All trash receptacles shall be screened by fences or shrubbery so as not to be visible by adjacent Owners or from the street. Each Owner shall make or cause to be made appropriate arrangements for collection and removal of garbage and trash on a regular basis. Each Owner shall observe and comply with all regulations or

requirements promulgated by the governing authority in connection with the storage and removal of trash and garbage.

Section 13 - Exterior Surfaces. All roofs shall be constructed of materials approved by the Architectural Control Committee. The exterior surface of all residential dwellings, accessory buildings and boathouses shall be constructed of glass, brick, wood or other material approved by the Architectural Control Committee. Installation of all types of exterior items and surfaces such as lights, mail chutes, towers and antennas shall be subject to the prior approval of the Architectural Control Committee. All accessory buildings shall be constructed of the same materials as the residential dwelling subject to the prior approval of the Architectural Control Committee.

Section 14 - Offensive Activities. No obnoxious or offensive activity shall be conducted on any Lot nor shall anything be done thereon which is or may become an annoyance or nuisance to any other Owner.

Section 15 - Animals.

(i) No Owner shall keep any animals except domestic animals and as provided in (ii) below. Domestic animals shall not be kept in a number in excess of that which the Owner may use for the purpose of companionship of the private family, it being the purpose and intention hereof to restrict the ownership of domestic animals against any commercial purposes of any kind or character. The term "domestic" animals is intended to mean house pets and specifically excludes cows, hogs, sheep, goats, guinea fowls, ducks, chickens or turkeys or other animals that may interfere with the quietude, health or safety of the community.

(ii) Horses or ponies may be kept on lots containing four (4) or more acres. The number of such animals shall be limited to one (1) animal per acre. All fences for such animals are subject to the requirements of Section 11 above. All buildings housing such animals are deemed to be accessory buildings and are subject to the requirements of Section 13. Animals permitted under these restrictions shall not be permitted to graze or pasture in front of a line even with the front of the residential dwelling.

Section 16 - Air Conditioner. No window or wall-type air conditioners shall be permitted to be used, erected, placed or maintained on or in any building on the front street side of the building.

Section 17 - Sanitary Facilities. Sewage disposal systems must be constructed in accordance with the rules and regulations of any municipal, state or other governmental agency having jurisdiction over this subdivision. The sewage disposal system shall be operated and maintained at all times so as not to emit any obnoxious or offensive odor or so that the drainage thereof and therefrom will not be directly or indirectly discharged onto any road, street, ditch or adjacent lot.

Section 18 - Reservation to Amend. Developer reserves the right, so long as it is owner of any Lot, to amend, revise or abolish any one or more of the covenants or foregoing restrictions on any Lot it is then Owner of, and to revise the Subdivision Plat of the Property by instrument duly executed and acknowledged by it as Developer in the Deed Records of Smith County, Texas.

* Section 19 - Expansion. These restrictions shall not extend to or cover any portion of the Property which is or may hereafter be designated or described on any recorded Plat of the Property with the terms "Not Platted" or "Reserve," or with words or terms of similar meaning.

Section 20 - Lot Maintenance. The owner of each Lot shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner. In no event shall an Owner use any Lot for storage of materials and equipment except for normal residential requirements or incident to construction of improvements thereon as herein permitted or permit the accumulation of garbage, trash or rubbish of any kind thereon. If, at any time, an Owner shall fail to control weeds, grass and/or other unsightly growth, or permit the accumulation of garbage, trash or rubbish, Developer or the Architectural Control Committee shall have the authority and right to go onto the Lot for the purpose of mowing and cleaning the Lot and shall have the authority and right to assess and collect from the owner of the Lot a reasonable sum for mowing or cleaning the Lot on each respective occasion of such mowing or cleaning. The assessment, together with such interest thereon at the highest lawful rate and costs of collection thereof, shall be a charge on the land and shall be a continuing lien upon the Lot against which such assessment is made. Each such assessment together with such interest thereon and cost of collection thereof, shall also be the continuing personal obligation of the person who was the Owner of such Lot at the time when the assessment occurred. Each Owner, by the acceptance of a deed or other conveyance of such Lot, shall thereby covenant and agree to pay such assessments. The Lien securing any such assessment shall be subordinate and inferior to the lien of any mortgage and any renewals or extensions thereof existing prior to the assessment date.

Section 21 - Burned Buildings. In the event that any building constructed on a Lot has burned and is thereafter abandoned for at least thirty (30) days, the owner of the Lot shall cause the burned building to be removed and the Lot cleared, the expense of such removal and clearing to be paid by the Owner. In the event the Owner does not comply with this provision, then Developer or the Architectural Control Committee may, after ten days written notice to the owner, cause such burned building to be removed and the Lot cleared and charge the cost thereof to the Owner. In such event neither Developer nor the Architectural Control Committee nor any member thereof shall be liable in trespass or for damages, expenses, costs or otherwise to the Owner for such removal and clearing.

Section 22 - Trash Burning. No person shall incinerate or otherwise burn any material on any Lot outside of the residence thereon except in accordance with applicable governmental regulations.

Section 23 - Firearms. Use of firearms of any kind in the subdivision is strictly prohibited.

Section 24 - Exterior Maintenance. The exterior surface of all residential dwellings and accessory buildings shall be maintained so as to present a good appearance. The paint on all buildings shall be maintained so as to present a well painted appearance and chipped, peeling or badly applied paint shall be replaced or reapplied. All fences and walls shall be kept in a well maintained manner.

Section 25 - Easements. The utility easements shown on any recorded Subdivision Plat of the Property are reserved for the mutual use and accommodation of any and all public utilities desiring to use same. Any public utility or other applicable governing authority shall have the right to remove and keep all or part of any buildings, fences, trees, shrubs or other improvements or growths which in any way endanger or interfere with the construction, maintenance or efficiency of its respective system on any of these easements, and any public utility, or other applicable governing authority shall, at all times, have the right of ingress and egress to and from and upon the easements for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining, and adding to or removing all or any part of its respective system without the necessity at any time of procuring the permission of anyone.

Section 26 - General.

(i) The foregoing Building and Use Restrictions which are hereby made conditions running with the land shall remain in force and effect for twenty (20) years from the date of this instrument at which time the same shall be automatically extended for successive periods of ten (10) years unless a majority vote of the then Owners of the Property shall then agree in writing to change these building and use restrictions in whole or in part.

(ii) If the parties hereto or any of them or their heirs or assigns shall violate or attempt to violate any of the restrictions set forth herein, it shall be lawful for any Owner to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and restrictions either to prevent him or them from so doing or to recover damages for such violations.

(iii) Invalidity of any one of these covenants and restrictions by judgment or court order shall in no way affect any of the other provisions herein which shall remain in full force and effect.

(iv) Violation or failure to comply with these covenants and restrictions shall in no way affect the validity of any mortgage, loan or bona fide lien which may, in good faith, be then existing on any Lot or the Property.

ARTICLE III

ARCHITECTURAL CONTROL COMMITTEE

The Architectural Control Committee, hereinafter called the "Committee", shall be composed of three (3) individuals selected and appointed by Developer. Developer hereby appoints, as the original Architectural Control Committee members, Robert E. Mead, Jr., Ralph Brotherton and Sharon Brayfield. The Committee shall function as the representative of the Owners of the Lots for the purposes herein set forth as well as for all other purposes consistent with the creation and preservation of a first-class residential development.

A majority of the Committee may designate a representative to act for it. In the event of the death or resignation of any member of the Committee, the remaining members shall have full authority to designate and appoint a successor. Each member of the Committee, or its designated representative, shall neither be entitled to any compensation for services performed hereunder nor be liable for claims, causes of action or damages (except where occasioned by gross negligence or arbitrary and capricious conduct) arising out of services performed pursuant to this covenant. At any time prior to January 1, 1992, Developer may at its sole discretion replace any or all members of the Committee. At any time after January 1, 1992, the Owners of seventy percent (70%) of the Lots shall have the power to change the membership of the Committee, to withdraw or add powers and duties from or to the Committee, or to restore the powers and duties of the Committee. Such action shall be effective upon recordation of a written instrument properly reflecting same.

No building, structure or improvement of any nature shall be erected, placed or altered on any Lot until the construction plans and specifications and a plot plan showing the location of such building, structure or improvement have been submitted to and approved in writing by the Committee as to: (i) quality of workmanship and materials, (ii) conformity and harmony of external design, color and texture with existing structures, (iii) location with respect to topography and finished grade elevation, and (iv) the other standards set forth within this declaration. The Committee is authorized to request the submission of samples of proposed construction materials or colors of proposed exterior surfaces.

Final plans and specifications shall be submitted in duplicate to the Committee for approval or disapproval. The plans and specifications are to be submitted to the offices of Developer, P.O. Box 358, Dallas, Texas 75221, or at such other place designated by the Committee. At such time as the plans and specifications meet the approval of the Committee, one complete set of plans and specifications will be retained by the Committee and the other complete set of plans will be marked "Approved" and returned to the Lot Owner. If found not to be in compliance with these covenants and restrictions, one set of such plans and specifications shall be returned marked "Disapproved" accompanied by a reasonable statement of items found not to comply with these covenants and restrictions. Any modification or change to the approved set of plans and specifications must again be submitted to the Committee for its inspection and approval. The Committee's approval or disapproval as required in these covenants

shall be in writing. If the Committee, or its designated representative, fails to approve or disapprove such plans and specifications within forty-five (45) days after they have been submitted to it, then Committee approval shall be presumed.

The Committee is authorized and empowered to consider and review any and all aspects of dwelling construction which may, in the reasonable opinion of the Committee, adversely affect the living enjoyment of one or more Lot Owner(s) or the general value of the Property. Also, the Committee is permitted to consider technological advances in design and materials such that comparable or alternative techniques, methods or materials may or may not be permitted in accordance with the reasonable opinion of the Committee. The Committee may from time to time publish and promulgate architectural standards bulletins; such bulletins shall supplement these covenants and restrictions and are incorporated hereby by reference. The Committee shall have the authority to make final decisions in interpreting the general intent, effect and purpose of these restrictions.

ARTICLE IV

Severability. Invalidation of any one of these covenants by judgment or court order shall in no way affect any of the provisions which shall remain in full force and effect.

EXECUTED this the 11th day of January, 1991.

ATTEST:

Sandra Carley
Secretary

ASCENSION RESORTS, LTD., a Texas
limited partnership

By: Ascension Capital Corporation, a
Texas corporation

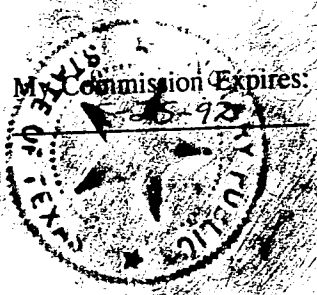
By:

Robert E. Mead
Name: Robert E. Mead
Its: Chief Executive Officer

FILED
MARY MORRIS
COUNTY CLERK
1991 JAN 28 PM 12:03
BY Della Mann
DEPUTY

STATE OF TEXAS §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 11th day of January, 1991
by Robert E. Mead of Ascension Capital Corporation, a Texas corporation,
general partner of Ascension Resorts Ltd, a Texas limited partnership, on behalf of said
corporation acting as general partner of said limited partnership.



Margo Jacasey
Notary Public - State of Texas

STATE OF TEXAS, COUNTY OF SMITH
I hereby certify that this instrument was
filed on the date and time stamped hereon
by me and was duly recorded in the Land
Records of Smith County, Texas.



JAN 29 1991

MARY MORRIS
COUNTY CLERK, Smith County, Texas
By _____ Deputy

45920.40
104971/D

RESORT VACATIONS INTERNATIONAL
FINANCE ADMINISTRATION
P. O. Box 358
Dallas, Texas 75221

USE AND MEMBERSHIP AGREEMENT

STATE OF TEXAS §
 §
 COUNTY OF SMITH §

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, Ascension Resorts, Ltd., a Texas limited partnership ("ARL"), is the owner and developer of a residential subdivision known as Tealwood, Phase II, such subdivision being located in Smith County, Texas and being more particularly described in and created by the final plat thereof recorded in Cabinet B, Slide 396C of the Plat Records of Smith County, Texas (hereinafter "Tealwood II"); and

WHEREAS, The Villages Club, an unincorporated association (the "Club"), operates and maintains, as well as controls the use of, certain amenities, recreational and service facilities, roads, streets, drives and utilities which are located on certain property in The Villages subdivision which is adjacent to Tealwood II, such property being more particularly described in Exhibit A attached hereto and incorporated herein by reference for all purposes (the "Property"); and

WHEREAS, ARL and the Club are entering into this Use and Membership Agreement (this "Agreement") for the purpose of granting each purchaser of a lot in Tealwood II the right to become a member of the Club and the right to use and enjoy all the amenities, recreational and service facilities, roads, streets, drives and utilities (the "Amenities") located on the Property.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and the mutual promises and conditions hereinafter set forth, the Club and ARL do hereby covenant and agree as follows:

1. Membership in the Club. The Club hereby grants, sells and conveys unto each existing and future record owner of fee simple title to any lot which is a part of Tealwood II ("Owner") automatic membership in the Club for as long as such Owner owns the lot and pays his membership dues.

2. Right of Use. The Club hereby grants, sells and conveys to each Owner and his guests, the right to use and enjoy the Amenities in accordance with such rules, regulations and restrictions as may be promulgated from time to time by the Club.

3. Payment of Dues. The rights of use and membership granted hereunder to owners of lots in Tealwood II are granted on the understanding that each Owner of a lot in Tealwood II will be charged and must pay the standard monthly dues which are being charged to all other members of the Club. In the event any owner of a lot in Tealwood II fails to pay such monthly dues, then such owner will immediately forfeit his right to be a member of the Club and his right to use the Amenities.

4. Term. This Agreement shall be in full force and effect in perpetuity. Notwithstanding the foregoing, however, this Agreement shall be terminated upon the cessation of the legal existence of either of the parties hereto, and any surviving party, if any, shall in such event have no further obligations hereunder.

5. Successors and Assigns. This Agreement inures to the benefit of, and is binding upon, ARL and the Club and their respective successors, legal representatives and assigns.

Executed this 29th day of January, 1991.

ASCENSION RESORTS, LTD.,
a Texas limited partnership

By: Ascension Capital Corporation,
a Texas corporation,

By: [Signature]

Name: Robert E. Mead

Its: Chief Executive Officer

THE VILLAGES CLUB, an unincorporated
association

By: [Signature]

Sharon Brayfield, President

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 29th day of January, 1991 by Robert E. Mead, Jr., C.E.O. of Ascension Capital Corporation, a Texas corporation, general partner of Ascension Resorts, Ltd., a Texas limited partnership, on behalf of said corporation acting as general partner of said limited partnership.

My Commission Expires: 8-14-94

[Signature]
Notary Public - State of Texas

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 29th day of January, 1991 by Sharon Brayfield, President of The Villages Club, an unincorporated association, on behalf of said association.

My Commission Expires: 8-14-94

[Signature]
Notary Public - State of Texas

117424/D
45920.40

FILED
MARY MORRIS
COUNTY CLERK
91 FEB -4 PM 3:26
SMITH COUNTY, TEXAS
BY [Signature]
DEPUTY

EXHIBIT "A"

Tract 1

The water well site as shown on the plat recorded in Volume 3,
Page 193 of the Plat Records of Smith County, Texas.

Tract 2

FIELD NOTES FOR FREEDOM FINANCIAL CORPORATION
Jackson Smith Survey, Abstract No. 874
Smith County, Texas

All that certain lot, tract or parcel of land, part of the Jackson Smith Survey, Abstract No. 874, Smith County, Texas, being also part of that certain tract conveyed to Bruce Plunkett by Mickey Phaff et al on January 1, 1970, filed under No. 1467 in the Document File in the Office of the County Clerk of Smith County, Texas and being more completely described as follows, to-wit:

BEGINNING at a 1/2" Iron Rod at the Northeast corner of Lot No. 16 of Estate Village Subdivision Unit No. 3 as shown by Plat recorded in Volume 8, Page 196 of the Plat Records of Smith County, Texas, and being in the West right-of-way line of F.M. Road No. 2661.

THENCE South 75 deg. 18 min. 38 sec. West, a distance of 113.92 ft. to a 1/2" Iron Rod at the Northwest corner of Lot No. 16 in the East line of Windjammer Place.

THENCE with said Windjammer Place and with a curve left whose Angle is 67 deg. 44 min. 12 sec., Tangent is 60.0 ft. and Radius is 89.40 ft. an arc length of 105.69 ft. to the P.T. of same.

THENCE North 66 deg. 37 min. West, continuing with Lake Village Road, a distance of 57.0 ft. to a 1/2" Iron Rod at the intersection of the East line of Lake Village Road.

THENCE North 23 deg. 23 sec. East, with said Road, a distance of 62.0 ft. to the P.C. of curve right.

THENCE with said curve right whose Angle is 35 deg. 55 min. Tangent is 41.89 ft. and Radius is 129.26 ft. an arc length of 81.03 ft. to the P.C.C. of a curve right.

THENCE with said curve whose Angle is 29 deg. 50 min., Tangent is 43.34 ft. and Radius is 162.69 ft., an arc length of 84.71 ft. to the P.T. of same.

THENCE North 89 deg. 08 min. East, continuing with Lake Village Drive, a distance of 60.39 ft. to a 1/2" Iron Rod at the intersection of the West line of said F.M. Road No. 2661.

THENCE South 00 deg. 29 min. West, with F.M. Road No. 2661, a distance of 218.0 ft. to the place of beginning, containing 0.84 of an acre of land.

Tract 3

FIELD NOTES FOR BOB MEAD

Jackson Smith Survey, Abstract No. 874
Warwick Ferguson Survey, Abstract No. 8
Smith County, Texas

All that certain tract or parcel of land, a part of the Jackson Smith Survey, Abstract No. 874, a part of the Warwick Ferguson Survey, Abstract No. 8, Smith County, Texas, a part of that certain called 823.16 acre tract conveyed to Burt Pfaff by Lucious M. Ford et al on August 18, 1961 under File No. 8898 in the Office of the County Clerk of Smith County, Texas, and also being a part of that certain 25 acre tract conveyed to Bob Mead by Mickey Pfaff, et al, and being more completely described as follows, to-wit:

BEGINNING at a point in the West line of a 50.0 ft. road (Spring Creek Road) that is South - 1922.88 ft. and West - 1117.12 ft. from the Northeast corner of the above mentioned 823.16 acre tract;

THENCE South 21 deg. 15 min. West, with the West line of said road, a distance of 53.56 ft. to the P.C. of a curve to the right;

THENCE with said curve, whose Angle is 14 deg. 35 min. 30 sec., T is 46.79 ft., a distance of 93.09 ft. to the P.T. of same;

THENCE South 35 deg. 50 min. 30 sec. West, a distance of 45.0 ft. to the P.C. of a curve to the left;

THENCE with said curve whose Angle is 42 deg. 10 min., T is 64.63 ft., a distance of 123.38 ft. to the P.T. of same;

THENCE South 6 deg. 19 min. 30 sec. East, with the West line of said road, a distance of 175.0 ft. to the P.C. of a curve to the left;

THENCE with said curve whose Angle is 14 deg. 45 min., T is 78.23 ft., a distance of 155.60 ft. to the P.T. of same;

THENCE South 21 deg. 04 min. 30 sec. East, a distance of 178.75 ft. to the P.C. of a curve to the left;

THENCE with said curve whose Angle is 19 deg. 22 min. 30 sec., T is 59.26 ft., a distance of 117.40 ft. to the P.T. of same;

THENCE South 40 deg. 27 min. East, a distance of 45.0 ft. to the P.C. of a curve to the right;

THENCE with said curve whose Angle is 25 deg. 00 min., T is 44.46 ft., a distance of 87.5 ft. to the P.T. of same;

FIELD NOTES FOR BOB MEAD
Jackson Smith Survey, Abstract No. 874
Warwick Ferguson Survey, Abstract No. 8
Smith County, Texas

THENCE South 15 deg. 27 min. East, a distance of 50.30 ft. to the P.C. of a curve to the right;

THENCE with said curve whose angle is 53 deg. 55 min., T is 37.28 ft., a distance of 68.97 ft. to the P.T. of same, being the P.C. of another curve to the right;

THENCE with said curve whose Angle is 6 deg. 25 min., T is 48.60 ft., a distance of 97.10 ft. to the P.T. of same;

THENCE South 44 deg. 53 min. West, a distance of 34.0 ft. to the P.C. of a curve to the right;

THENCE with said curve whose Angle is 45 deg. 40 min., T is 39.47 ft., a distance of 74.72 ft. to the P.T. of same;

THENCE North 89 deg. 27 min. West, a distance of 43.01 ft. to the P.C. of a curve to the left;

THENCE with said curve whose Angle is 30 deg. 20 min., T is 56.78 ft., a distance of 110.89 ft. to the P.T. of same;

THENCE South 60 deg. 13 min. West, a distance of 264.0 ft. to the P.C. of a curve to the left;

THENCE with said curve whose Angle is 20 deg. 25 min., T is 54.50 ft., a distance of 107.85 ft. to the PT of same;

THENCE South 39 deg. 48 min. West, a distance of 116.0 ft. to the P.C. of a curve to the right;

THENCE with said curve whose Angle is 18 deg. 00 min., T is 46.04 ft., a distance of 91.32 ft. to the P.T. of same;

THENCE South 57 deg. 48 min. West, a distance of 84.58 ft. to the P.C. of a curve to the right;

THENCE with said curve whose Angle is 32 deg. 22 min., T is 42.75 ft., a distance of 83.2 ft. to the P.T. of same;

THENCE North 89 deg. 50 min. West, a distance of 159.86 ft. to the P.C. of a curve to the right;

THENCE with said curve whose Angle is 22 deg. 05 min., T is 45.12 ft., a distance of 89.12 ft. to the P.T. of same;

THENCE North 67 deg. 45 min. West, a distance of 80.07 ft. to the P.C. of a curve to the right;

THENCE with said curve whose Angle is 56 deg. 23 min., T is 36.6 ft., a distance of 67.19 ft. to the P.T. of same;

FIELD NOTES FOR BOB MEAD

Jackson Smith Survey, Abstract No. 874

Warwick Ferguson Survey, Abstract No. 8

Smith County, Texas

THENCE North 11 deg. 22 min. West, a distance of 43.96 ft. to the P.C. of a curve to the left;

THENCE with said curve whose Angle is 14 deg. 43 min., T is 53.2 ft., a distance of 105.81 ft. to the P.T. of same;

THENCE North 26 deg. 05 min. West, a distance of 10.0 ft. to the P.C. of a curve to the left;

THENCE with said curve whose Angle is 15 deg. 47 min., T is 53.47 ft., a distance of 106.25 ft. to the P.T. of same;

THENCE North 41 deg. 52 min. West, a distance of 28.56 ft. to the point of intersection with the Easterly line of High Meadow Circle;

THENCE with the Easterly line of High Meadow Circle around a curve to the left whose Angle is 16 deg. 38 min. 07 sec., T is 37.85 ft., a distance of 75.16 ft. to the P.T. of same;

THENCE North 20 deg. 50 min. East, a distance of 98.0 ft. to a 1/2" Iron Rod for corner;

THENCE in an Easterly, Northerly and Northwesterly direction as follows:

South 71 deg. 11 min. East - 139.01 ft., South 87 deg. 22 min. East - 87.09 ft.,
 South 65 deg. 33 min. East - 96.66 ft., North 68 deg. 38 min. East - 74.09 ft.,
 North 34 deg. 21 min. East - 72.67 ft., North 43 deg. 53 min. East - 36.07 ft.,
 South 81 deg. 28 min. East - 20.22 ft., North 45 deg. 00 min. East - 35.36 ft.,
 North 29 deg. 29 min. West - 26.42 ft., North 32 deg. 00 min. East - 39.20 ft.,
 North 48 deg. 49 min. West - 36.10 ft., North 37 deg. 52 min. West - 34.49 ft.,
 North 2 deg. 58 min. West - 116.16 ft., North 28 deg. 59 min. West - 84.60 ft.,
 North 13 deg. 49 min. West - 46.49 ft., North 18 deg. 14 min. West - 89.49 ft.,
 North 45 deg. 49 min. West - 147.80 ft., North 55 deg. 40 min. West - 49.65 ft.,
 North 52 deg. 00 min. West - 81.22 ft., South 87 deg. 04 min. West - 39.05 ft.,
 North 61 deg. 21 min. West - 98.01 ft., South 83 deg. 50 min. West - 102.59 ft.,
 North 63 deg. 47 min. West - 9.97 ft. and North 45 deg. 13 min. East - 428.13 ft. to a point for corner;

THENCE in a Southerly, Easterly and Northeasterly direction as follows:

South 14 deg. 47 min. East - 168.58 ft., South 11 deg. 41 min. West - 59.23 ft.,
 South 29 deg. 59 min. East - 60.03 ft., South 61 deg. 19 min. 30 sec. East -
 72.95 ft., South 70 deg. 21 min. East - 59.46 ft., South 85 deg. 21 min. East -
 86.28 ft., South 72 deg. 15 min. East - 52.50 ft., North 82 deg. 34 min. East -
 69.58 ft., North 43 deg. 50 min. East - 34.66 ft., North 69 deg. 31 min. East -
 97.14 ft., North 59 deg. 14 min. East - 97.75 ft., North 55 deg. 57 min. East -
 44.65 ft., North 27 deg. 23 min. 30 sec. East - 123.90 ft., North 7 deg. 56 min.
 30 sec. West - 43.42 ft., North 50 deg. 53 min. East - 112.81 ft., North 27 deg.
 51 min. 30 sec. East - 79.18 ft., North 59 deg. 59 min. West - 51.97 ft., North
 39 deg. 12 min. 30 sec. East - 49.04 ft. and North 81 deg. 49 min. East, a distance
 of 166.46 ft. to the place of beginning, containing 24.766 acres of land.

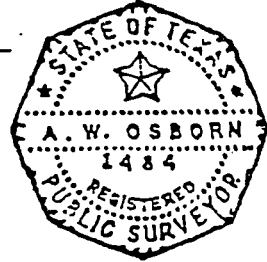
FIELD NOTES FOR BOB MEAD
Jackson Smith Survey, Abstract No. 874
Warwick Ferguson Survey, Abstract No. 8
Smith County, Texas

I, A. W. OSBORN, Registered Public Surveyor, No. 1484, do hereby certify that the above field notes represents the property as determined by an on the ground survey made under my direction and supervision.

GIVEN UNDER MY HAND AND SEAL this the 15th day of July, 1977.



A. W. OSBORN
Registered Public Surveyor, No. 1484



VOL. 3082 PAGE 618

Tract 4

FIELD NOTES FOR FREEDOM FINANCIAL CORPORATION
Warwick Ferguson Survey, Abstract No. 8
Smith County, Texas

All that certain tract or parcel of land, part of the Warwick Ferguson Survey, Abstract No. 8, being also part of that certain called 213.57 acre tract conveyed to Upper Neches River Municipal Water Authority for Lake Palestine and being more completely described as follows, to-wit:

BEGINNING at a 1/2" Iron Rod at the Northwest corner of Lot No. 45 of Estate Village Subdivision Unit No. 1 as shown by Plat recorded in Volume 8, Page 194 of the Plat Records and being in the South line of Spring Creek Road.

THENCE South 89 deg. 38 min. East, with the South line of Spring Creek Road, a distance of 102.55 ft. to the P.C. of a curve left.

THENCE with said curve an arc length of 114.39 ft. to the P.T. of same at the Northwest corner of Lot No. 11 of Estate Village Subdivision, Unit No. 4 shown by Plat in Volume 9, Page 197 of the Plat Records.

THENCE South with with the 355.0 ft. Contour line of Lake Palestine as follows: South 44 deg. 36 min. 58 sec. East - 225.14 ft., South 15 deg. 52 min. West 93.7 ft., South 45 deg. 06 min. West - 148.0 ft., South 30 deg. 26 min. West - 97.9 ft., South 08 deg. 06 min. West - 125.8 ft., South 49 deg. 07 min. West - 156.4 ft., South 49 deg. 46 min. West - 146.9 ft., South 52 deg. 30 min. West - 130.9 ft., and South 42 deg. 59 min. West - 120.0 ft. to a "T" Iron for corner marked G-12-26.

THENCE North 22 deg. 56 min. 11 sec. West, a distance of 325.40 ft. to a "T" Iron for corner in the Southeast line of Lot No. 59 of Estate Village Unit No. 1.

THENCE Northeasterly as follows: North 51 deg. 31 min. 30 sec. East - 247.70 ft., North 22 deg. 55 min. East - 117.0 ft., North 13 deg. 12 min. East - 158.16 ft., North 25 deg. 52 min. East - 142.80 ft. and North 28 deg. 06 min. East - 80.62 ft., to the place of beginning, containing 7.0 $\frac{1}{2}$ acres of land.

PREPARED BY JOHN COWAN & ASSOCIATES, INC.
AWO 3/13/88

Tract 5

FIELD NOTES FOR FREEDOM FINANCIAL CORPORATION
Warwick Ferguson Survey, Abstract No. 8
Smith County, Texas

All that certain tract or parcel of land, part of the Warwick Ferguson Survey, Abstract No. 8, being also part of that certain 213.57 acre tract conveyed to Upper Neches River Municipal Water Authority for Lake Palestine and all of that certain called 2.206 acre tract No. 2 conveyed to Bruce Plunkett by Mickey Phaft et al and being more completely described as follows, to-wit:

BEGINNING at a "T" Iron for corner in the 355.0 ft. Contour Line of said Lake Palestine marked G-10-7 and being at the Southwest corner of Lot No. 33 of Eestate Village Subdivision Unit No. 8 as shown by Plat recorded in Volume 9, Page 70 of the Plat Records of Smith County, Texas.

THENCE South 89 deg. 04 min. West, at 400.09 ft. pass the Southeast corner of the above mentioned 2.206 acre tract and at 1016.71 ft. a "T" Iron at the Southwest corner of same marked G-10-11.

THENCE South 89 deg. 32 min. 30 sec. West, a distance of 135.85 ft. to a corner in the 345.0 ft. Contour line of Lake Palestine at Spillway level.

THENCE Northerly with said Water line as follows: North 22 deg. 28 min. East - 174.47 ft., North 27 deg. 00 min. West - 238.07 ft., North 28 deg. 30 min. West - 313.60 ft., and North 25 deg. 59 min. West - 152.0 ft. to a corner.

THENCE North 46 deg. 28 min. East, a distance of 44.33 ft. to a corner.

THENCE Southerly continuing with said Water line as follows: South 29 deg. 25 min. East - 445.28 ft., and South 29 deg. 27 min. 30 sec. East - 253.05 ft. to a corner.

THENCE Easterly with said Water line as follows: North 87 deg. 37 min. East - 67.30 ft., North 68 deg. 15 min. 30 sec. East - 118.28 ft., North 85 deg. 10 min. East - 221.33 ft., South 51 deg. 43 min. 30 sec. East - 45.28 ft., South 77 deg. 20 min. 30 sec. East - 87.23 ft., and South 79 deg. 20 min. 30 sec. East - 50.14 ft. to a corner.

THENCE Northerly with said Water line as follows: North 29 deg. 47 min. West - 71.43 ft., North 67 deg. 59 min. 30 sec. West - 82.47 ft., North 89 deg. 31 min. West - 107.75 ft., North 34 deg. 09 min. 30 sec. West - 80.8 ft., North 28 deg. 04 min. West - 51.95 ft., North 20 deg. 06 min. East - 126.85 ft., North 19 deg. 02 min. West - 42.6 ft., North 49 deg. 34 min. West - 164.45 ft. and North 36 deg. 08 min. West - 118.84 ft. to a corner.

THENCE South 83 deg. 15 min. 54 sec. East, a distance of 439.63 ft. to a 1/2" Iron Rod at the Southwest corner of Lot No. 15 of Estate Village Subdivision Unit No 7, shown by Plat recorded in Volume 9, Page 69 of the Plat Records of Smith County, Texas.

THENCE Easterly with the Southwest line of said Unit No. 7 as follows: South 60 deg. 50 min. 40 sec. East - 262.46 ft., South 37 deg. 25 min. East - 133.4 ft., South 51 deg. 15 min. East - 169.0 ft., South 32 deg. 59 min. West - 118.0 ft., South 40 deg. 52 min. East - 95.70 ft., North 69 deg. 34 min. East - 100.2 ft., South 80 deg. 11 min. East - 123.60 ft., and South 39 deg. 13 min. West - 210.40 ft. to the place of beginning, containing 12.2717 acres of land.

PREPARED BY JOHN COWAN & ASSOCIATES, INC.
AWO 8/18/88

Tract 6

FIELD NOTES FOR BOB MEAD

Section 42

Don Thomas Quevado Survey, Abstract No. 18
Smith County, Texas

RECORDER'S MEMORANDUM
All or parts of the text on this page
was not clearly legible for satisfactory
recording

All that certain tract or parcel of land, part of Section 42, Don Thomas Quevado Survey, Abstract No. 18, Smith County, Texas, and being more completely described as follows, to-wit:

BEGINNING at a $\frac{1}{2}$ " Iron Rod at the Northeast corner of the above mentioned Section 42, and the Southeast corner of Section 41;

THENCE South 0 deg. 24 min. 03 sec. East with the East line of Section 42, a distance of 671.37 ft. to a $\frac{1}{2}$ " Iron Rod at the Northeast corner of Lot 46 of Villages East subdivision, Unit No. 7;

THENCE South 89 deg. 35 min. 57 sec. West, a distance of 698.48 ft. to a $\frac{1}{2}$ " Iron Rod at the Southeast corner of Lot 38, Unit 7;

THENCE North 0 deg. 23 min. 03 sec. West, a distance of 673.00 ft. to a $\frac{1}{2}$ " Iron Rod at the Northeast corner of Lot 32 in the North line of Section 42, and being in the South line of a County road;

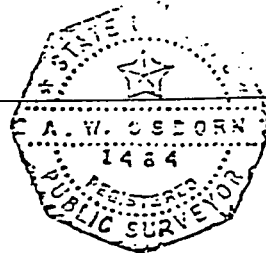
THENCE North 89 deg. 43 min. 57 sec. East with the North line of Section 42 and the South line of said County road, a distance of 698.29 ft. to the place of beginning, containing 10.777 acres of land.

I, A. W. OSBORN, Registered Public Surveyor No. 1484, do hereby certify that the above field notes represent the property as determined by on the ground survey made under my direction and supervision.

GIVEN UNDER MY HAND AND SEAL this the 1st day of October, 1980.

(Uniform Certification adopted by the Texas Surveyors Association, June 3, 1974.)


A. W. OSBORN
Registered Public Surveyor No. 1484



NOT READABLE AT TIME OF RECORDING

VOL. 3082 PAGE 622

Tract 7

FIELD NOTES FOR BOB MEAD
Section 42
Don Thomas Quevado Survey, Abstract No. 18
Smith County, Texas

RECORDER'S MEMORANDUM
All or parts of the text on this page
was not clearly legible for satisfactory
recording

All that certain tract or parcel of land, part of Section 42, Don Thomas Quevado Survey, Abstract No. 18, Smith County, Texas, and being more completely described as follows, to-wit:

BEGINNING at a $\frac{1}{2}$ " Iron Rod at the Southeast corner of Lot 60 in the Northwest line of Lot 59 of Villages East subdivision, Unit No. 7, as shown by Plat in Volume 9, Page 147, of the Plat records, and being South, a distance of 1398.04 ft., and West, a distance of 483.96 ft. from the Northeast corner of Section 42;

THENCE South 57 deg. 48 min. 43 sec. West, a distance of 232.78 ft. to a $\frac{1}{2}$ " Iron Rod at the Northwest corner of Lot 59, and the Northeast corner of Lot 86;

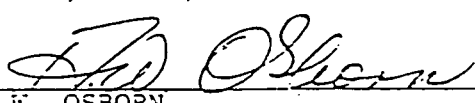
THENCE in a Northwesterly direction as follows: North 44 deg. 12 min. 55 sec. West, a distance of 154.87 ft. and North 39 deg. 22 min. 10 sec. West, a distance of 353.14 ft., to a $\frac{1}{2}$ " Iron Rod at a corner of Lot 81 and Lot 66 of Unit 7;

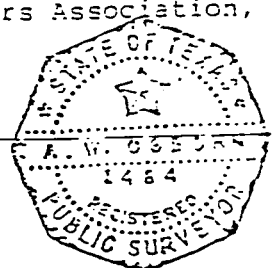
THENCE in an Easterly direction as follows, South 77 deg. 35 min. 33 sec. East, a distance of 102.39 ft., South 71 deg. 42 min. 02 sec. East - 133.76 ft., South 63 deg. 40 min. 36 sec. East - 105.99 ft., and South 54 deg. 15 min. 12 sec. East - 255.05 ft., to the place of beginning, containing 1.7497 acres of land.

I, A. W. OSBORN, Registered Public Surveyor No. 1484, do hereby certify that the above field notes represent the property as determined by an on the ground survey made under my direction and supervision.

GIVEN UNDER MY HAND AND SEAL this the 1st day of October, 1980.

(Uniform Certification adopted by the Texas Surveyors Association, June 3, 1974.)


A. W. OSBORN
Registered Public Surveyor No. 1484



Tract 8

FIELD NOTES FOR BCB MEAD

Section 42

Don Thomas Quevado Survey, Abstract No. 18

Smith County, Texas

All that certain tract or parcel of land, part of Section 42, Don Thomas Quevado Survey, Abstract No. 18, Smith County, Texas, and being more completely described as follows, to-wit:

BEGINNING at a $\frac{1}{2}$ " Iron Rod at the Northeast corner of Lot 177 of Villages East subdivision, Unit No. 3, shown by plat of same in Volume 9 Page 91 of the Plat Records of Smith County, Texas, and being in the West right of way line of a 60.0 ft. road (Bear Creek Drive);

THENCE South 89 deg. 22 min. 14 sec. West, a distance of 526.39 ft. to a $\frac{1}{2}$ " Iron Rod at the Northwest corner of Lot 172, in the East line of a 60.0 ft. road (Mustang Ridge Road);

THENCE North 33 deg. 09 min. 01 sec. West with said road, a distance of 64.74 ft. to the P.C. of a curve right;

THENCE with said curve, Angle is 31 deg. 42 min. 09 sec., Tangent is 40.0 ft., and Radius is 140.88 ft., a distance of 77.95 ft. to the P.T. of same;

THENCE North 1 deg. 26 min. 52 sec. West, continuing with said road, a distance of 118.60 ft. to the P.C. of a curve right;

THENCE with said curve, Angle is 91 deg. 03 min. 49 sec., And Radius is 24.54 ft., a distance of 39.0 ft. to the P.T. of same in the South line of a 60.0 ft. road (Old Smokey View Drive);

THENCE North 89 deg. 36 min. 57 sec. East with said road, a distance of 465.87 ft. to a $\frac{1}{2}$ " Iron Rod at the P.C. of a curve right;

THENCE with said curve, Angle is 90 deg. 00 min. and Radius is 39.27 ft., a distance of 39.27 ft. to the P.T. of same in the West line of said Bear Creek Drive;

RECORDER'S MEMORANDUM
All or parts of the text on this page
was not clearly legible for satisfactory
recording

VOL. 3082 PAGE 624

Tract 8 cont.

THENCE South 0 deg. 23 min. 03 sec. East withsaid road, a distance of 26.68 ft. to the P.C. of a curve left;

THENCE with said curve, Angle is 24 deg. 32 min. 21 sec., Tangent is 63.05 ft.; and Radius is 289.91 ft., a distance of 124.16 ft. to the P.T. of same;

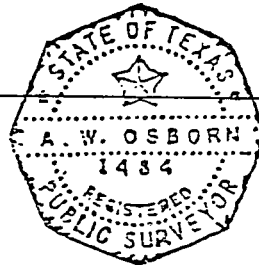
THENCE South 24 deg. 55 min. 24 sec. East, continuing with said road, a distance of 106.98 ft. to the place of beginning, containing 3.26 acres of land.

I, A. W. OSBORN, Registered Public Surveyor No. 1484, do hereby certify that the above field notes represent the property as determined by an on the ground survey made under my direction and supervision.

GIVEN UNDER MY HAND AND SEAL this the 1st day of October, 1980.

(Uniform Certification adopted by the Texas Surveyors Association, June 3, 1974.)


A. W. OSBORN
Registered Public Surveyor No. 1484



Tract 9

FIELD NOTES FOR FREEDOM FINANCIAL CORPORATION

Section No. 42

Don Thomas Quevado Seven League Grant, Abstract No. 18
Smith County, Texas

All that certain tract or parcel of land, part of Section No. 42 of the Don Thomas Quevado Seven League Grant, Abstract No. 18, being also part of Villages East Subdivision Unit No. 3 as shown by Plat recorded in Volume 9, Page 91 of the Plat Records of Smith County, Texas, and being more completely described as follows, to-wit:

BEGINNING at the Southeast corner of Lot No. 44 of the above mentioned Villages East Unit No. 3 in the West line of Red Echols Trail.

THENCE South 11 deg. 30 min. West, a distance of 390.0 ft. to a point in Moonlight Drive.

THENCE South 73 deg. 18 min. West, a distance of 73.3 ft. to a point in Lot No. 233 of Villages East Subdivision Unit No. 5 Revised.

THENCE South 67 deg. 00 min. West, a distance of 230.0 ft. to a point in Dallas Drive.

THENCE North 14 deg. 00 min. East, a distance of 260.0 ft. to a point in Lot No. 114 of said Unit No. 3.

THENCE North 30 deg. 00 min. West, a distance of 245.0 ft. to a point in the East line of Lot 123.

THENCE North 45 deg. 00 min. West, a distance of 80.0 ft. to a point in the East line of Lot 121.

THENCE North 80 deg. 00 min. West, a distance of 320.0 ft. to a point in Moonlight Drive.

THENCE North 72 deg. 30 min. East, a distance of 435.0 ft. to a point in Lot 187.

THENCE South 55 deg. 30 min. East, a distance of 255.0 ft. to a point in the South line of Lot 97.

THENCE South 66 deg. 30 min. East, a distance of 260.0 ft. to the place of beginning, containing 5.15 acres of land.

PREPARED BY JOHN COWAN & ASSOCIATES, INC.
AWO 8/19/88

VOL. 3082 PAGE 626

Tract 10

Lots 197 through and including 203 and lots 254 through and including 260 as shown on Revised Plat recorded at Volume 9, Page 146 of the Plat Records of Smith County, Texas.

Tract 11

FIELD NOTES FOR FREEDOM FINANCIAL CORPORATION

Section No. 42

Don Thomas Quevado Seven League Grant, Abstract No. 18
Smith County, Texas

All that certain tract or parcel of land, part of Section No. 42 of the Don Thomas Quevado Seven League Grant, Abstract No. 18, being also shown as Reserved Area on Plat of Villages South Subdivision, Unit No. 6, recorded in Volume 10, Page 7 of the Plat Records of Smith County, Texas, and being more completely described as follows, to-wit:

BEGINNING at a 1/2" Iron Rod for corner at the intersection of the South line of Wild Country Drive and the West line of Wandering Valley Road.

THENCE SOUTH, with the West line of said Wandering Valley Road, a distance of 285.0 ft. to the P.C. of a curve right.

THENCE with said Curve whose Angle is 22 deg. 29 min. 24 sec. Tangent is 36.8 ft. and Radius is 185.10 ft. an arc length of 72.66 ft. to the P.R.C. of a curve left.

THENCE with said curve whose Angle is 22 deg. 29 min. 24 sec. Tangent is 82.28 ft., Radius is 413.84 ft. and Length is 162.44 ft., a distance of 72.63 ft. to a 1/2" Iron Rod at the Northeast corner of Lot No. 36.

THENCE WEST, a distance of 376.16 ft. to a 1/2" Iron Rod at the Northwest corner of Lot No. 25.

THENCE North 00 deg. 48 min. 34 sec. West, a distance of 424.38 ft. to a 1/2" Iron Rod at the Northeast corner of Lot No. 13 in the South line of the above mentioned Wild Country Drive.

THENCE Easterly with Wild Country Drive and with a curve right whose Angle is 07 deg. 57 min., Tangent is 50.0 ft., Radius is 719.55 ft. and Length is 99.84 ft., a distance of 31.01 ft. to the P.T. of same.

THENCE EAST, continuing with the South line of Wild Country Drive, a distance of 387.0 ft. to the place of beginning, containing 4.0 acres of land.

PREPARED BY JOHN COWAN & ASSOCIATES, INC.
AWO 8/19/88

VOL. 3082 PAGE 628

Tract 12

FIELD NOTES FOR FREEDOM FINANCIAL CORPORATION
Jackson Smith Survey, Abstract No. 874
Smith County, Texas

All that certain tract or parcel of land, part of the Jackson Smith Survey, Abstract No. 874, Smith County, Texas being also all of the land conveyed to the Upper Neches Municipal Water Augthority between the 355.0 ft. Contour line and the 345.0 ft. Contour line adjacent to and West of the called 20.935 acre tract conveyed to Resort Vacations International, Inc. on April 27, 1981, recorded in Volume 1874, Page 224 of the Deed Records of Smith County, Texas, and being more completely described as follows, to-wit:

BEGINNING at the Northwest corner of the above mentioned 20.935 acre tract in the 355.0 ft. Contour line of Lake Palestine.

THENCE Southerly with said Lake line as follows: South 01 deg. 33 min. 30 sec. West- 294.05 ft., South 62 deg. 58 min. 30 sec. West - 267.42 ft., South 27 deg. 18 min. West - 104.67 ft. to the Westerly Southwest corner of said 20.935 acre tract.

THENCE South 88 deg. 02 min. West on a projection of the Westerly South line of said 20.935 acre tract, a distance of 350.0 + ft. to a corner in the 345.0 ft. Contour Spillway level of said Lake Palestine.

THENCE Northeasterly with said 345.0 ft. Contour line, a distance of 560.0 + ft. to a corner.

THENCE South 89 deg. 56 min. East, on a projection of the North line of said tract, a distance of 500.0 ft. to the place of beginning, containing 6.0+ acres of land.

PREPARED BY JOHN COWAN & ASSOCIATES, INC.
AWO 8/19/88

All roads, streets, drives, recreational and service facilities, utilities and amenities as shown on:

1. Plat Recorded at Volume 9, Page 89 of the Plat Records of Smith County, Texas.
2. Plat Recorded at Volume 9, Page 90 of the Plat Records of Smith County, Texas.
3. Plat Recorded at Volume 9, Page 91 of the Plat Records of Smith County, Texas.
4. Plat Recorded at Volume 9, Page 92 of the Plat Records of Smith County, Texas.
5. Plat Recorded at Volume 9, Page 146 of the Plat Records of Smith County, Texas.
6. Plat Recorded at Volume 9, Page 149 of the Plat Records of Smith County, Texas.
7. Plat Recorded at Volume 9, Page 147 of the Plat Records of Smith County, Texas.
8. Plat Recorded at Volume 9, Page 206 of the Plat Records of Smith County, Texas.
9. Plat Recorded at Volume 10, Page 3 of the Plat Records of Smith County, Texas.
10. Plat Recorded at Volume 10, Page 4 of the Plat Records of Smith County, Texas.
11. Plat Recorded at Volume 10, Page 5 of the Plat Records of Smith County, Texas.
12. Plat Recorded at Volume 10, Page 6 of the Plat Records of Smith County, Texas.
13. Plat Recorded at Volume 10, Page 7 of the Plat Records of Smith County, Texas.
14. Plat Recorded at Volume 10, Page 28 of the Plat Records of Smith County, Texas.
15. Plat Recorded at Volume 10, Page 14 of the Plat Records of Smith County, Texas.
16. Plat Recorded at Volume 10, Page 29 of the Plat Records of Smith County, Texas.

17. Plat Recorded at Volume 10, Page 30 of the Plat Records of Smith County, Texas.
18. Plat Recorded at Volume 10, Page 31 of the Plat Records of Smith County, Texas.
19. Plat Recorded at Volume 10, Page 36 of the Plat Records of Smith County, Texas.
20. Plat Recorded at Volume 10, Page 37 of the Plat Records of Smith County, Texas.
21. Plat Recorded at Volume 10, Page 38 of the Plat Records of Smith County, Texas.
22. Plat Recorded at Volume 10, Page 39 of the Plat Records of Smith County, Texas.
23. Plat Recorded at Volume 10, Page 85 of the Plat Records of Smith County, Texas.
24. Plat Recorded at Volume 10, Page 73 of the Plat Records of Smith County, Texas.
25. Plat Recorded at Volume 10, Page 74 of the Plat Records of Smith County, Texas.
26. Plat Recorded at Volume 6, Page 45 of the Plat Records of Smith County, Texas.
27. Plat Recorded at Volume 8, Page 83 of the Plat Records of Smith County, Texas.
28. Plat Recorded at Volume 8, Page 84 of the Plat Records of Smith County, Texas.
29. Plat Recorded at Volume 6, Page 138 of the Plat Records of Smith County, Texas.
30. Plat Recorded at Volume 6, Page 158 of the Plat Records of Smith County, Texas.
31. Plat Recorded at Volume 6, Page 102 of the Plat Records of Smith County, Texas.
32. Plat Recorded at Volume 6, Page 185 of the Plat Records of Smith County, Texas.
33. Plat Recorded at Volume 9, Page 143 of the Plat Records of Smith County, Texas.

Tract 13 cont.

34. Plat Recorded at Volume 8, Page 194 of the Plat Records of Smith County, Texas.
35. Plat Recorded at Volume 8, Page 195 of the Plat Records of Smith County, Texas.
36. Plat Recorded at Volume 8, Page 196 of the Plat Records of Smith County, Texas.
37. Plat Recorded at Volume 8, Page 197 of the Plat Records of Smith County, Texas.
38. Plat Recorded at Volume 8, Page 198 of the Plat Records of Smith County, Texas.
39. Plat Recorded at Volume 9, Page 16 of the Plat Records of Smith County, Texas.
40. Plat Recorded at Volume 9, Page 69 of the Plat Records of Smith County, Texas.
41. Plat Recorded at Volume 9, Page 70 of the Plat Records of Smith County, Texas.
42. Plat Recorded at Volume 7, Page 84 of the Plat Records of Smith County, Texas.
43. Plat Recorded at Volume 7, Page 85 of the Plat Records of Smith County, Texas.
44. Plat Recorded at Volume 8, Page 192 of the Plat Records of Smith County, Texas.
45. Plat Recorded at Volume 6, Page 196 of the Plat Records of Smith County, Texas.
46. Plat Recorded at Volume 7, Page 82 of the Plat Records of Smith County, Texas.
47. Plat Recorded at Volume 7, Page 83 of the Plat Records of Smith County, Texas.
48. Plat Recorded at Volume 8, Page 193 of the Plat Records of Smith County, Texas.
49. Plat Recorded at Volume 8, Page 85 of the Plat Records of Smith County, Texas.
50. Plat Recorded at Volume 7, Page 71 of the Plat Records of Smith County, Texas.

7524C

VOL. 3082 PAGE 632

Tract 14

FIELD NOTES FOR FREEDOM FINANCIAL CORPORATION
Jose M. Acosta League, Abstract No. 1
Smith County, Texas

All that certain lot, tract or parcel of land, part of the Jose M. Acosta League, Abstract No. 1 of Smith County, Texas, being a part of that certain called 228.8 acre tract conveyed to Baylor University by E. A. Wendlandt, et ux on June 28, 1977, recorded in Volume 1636, Page 446 of the Deed Records of Smith County, Texas and being more completely described as follows, to-wit:

BEGINNING at a 1/2" Iron Rod at the Northeast corner of a 3.0 acre tract said corner being NORTH - 369.54 ft. and WEST - 2358.98 ft. from the Southeast corner of the above mentioned 228.8 acre tract.

THENCE North 89 deg. 48 min. 18 sec. West, with the North line of said 3.0 acre tract, a distance of 208.71 ft. to a 1/2" Iron Rod for corner.

THENCE North 00 deg. 11 min. 42 sec. East, a distance of 208.71 ft. to a 1/2" Iron Rod for corner.

THENCE South 89 deg. 48 min. 18 sec. East parallel with the North line of said 3.0 acre tract, a distance of 208.71 ft. to a 1/2" Iron Rod for corner.

THENCE South 00 deg. 11 min. 42 sec. West, a distance of 208.71 ft. to the place of beginning, containing 1.0 acre of land.

I, A. W. OSBORN, Registered Public Surveyor No. 1484, do hereby certify that the above field notes represent the property as determined by an on the ground survey made under my direction and supervision during the month of September, 1985.

GIVEN UNDER MY HAND AND SEAL this the 22nd day of July, 1988.


A. W. OSBORN
Registered Public Surveyor No. 1484



Tract 15

FIELD NOTES FOR FREEDOM FINANCIAL CORPORATION
Jose M. Acosta League No. 1
Smith County, Texas

All that certain lot, tract or parcel of land, part of the Jose M. Acosta League, Abstract No. 1, and being part of a called 80.847 acre tract "A" conveyed to Teal Development Corporation by Baptist Foundation of Texas on March 31, 1983, and recorded in Volume 2097, Page 587 of the Deed Records of Smith County, Texas, and being more completely described as follows, to-wit:

BEGINNING at a point for corner at the Northwest corner of the above mentioned tract "A".

THENCE South 89 deg. 34 min. 51 sec. East, with the North line of tract "A", 1621.93 ft. to a point for corner.

THENCE South 00 deg. 11 min. 42 sec. West - 793.91 ft. to a point for corner in the North line of a 3.0 acre tract.

THENCE North 89 deg. 48 min. 18 sec. West - 586.97 ft. to a point for corner in the East line of a 3.0 acre tract, SAVED & EXCEPTED in Volume 2097, Page 587.

THENCE North, with the East line of said 3.0 acre tract, 313.83 ft. to a point for corner at the Northeast corner of same.

THENCE West, at 361.5 ft. pass the Northwest corner of the 3.0 acre tract, and continuing a total distance of 843.60 ft. to a point for corner in the West line of tract "A".

THENCE with the West line of tract "A" as follows: North 37 deg. 35 min. 53 sec. East - 106.85 ft.; North 44 deg. 38 min. 53 sec. East - 172.31 ft.; North 01 deg. 33 min. 37 sec. West - 80.13 ft.; North 75 deg. 07 min. 07 sec. West - 60.56 ft.; South 67 deg. 50 min. 23 sec. West - 85.34 ft.; North 83 deg. 04 min. 37 sec. West - 127.46 ft.; North 25 deg. 29 min. 07 sec. West - 209.52 ft.; and North 51 deg. 24 min. 07 sec. West - 23.62 ft. to the place of beginning, containing 20.000 acres of land.

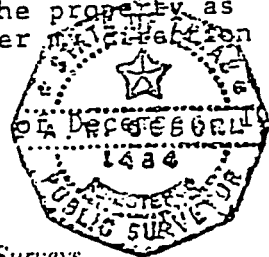
I, A. W. OSBORN, Registered Public Surveyor No. 1484, do hereby certify that the above field notes represent the property as determined by an on the ground survey made under my direction and supervision.

GIVEN UNDER MY HAND AND SEAL this the 17th day of December 1985.

A. W. OSBORN

Registered Public Surveyor No. 1484

Specializing In Pipe Line - Topography and Land Surveys



VOL. 3082 PAGE 634

Tract 16

FIELD NOTES FOR FREEDOM FINANCIAL CORPORATION
Jose M. Acosta League, Abstract No. 1
Smith County, Texas

All that certain lot, tract or parcel of land, part of the Jose M. Acosta League, Abstract No. 1, Smith County, Texas, being a part of that certain called 228.8 acre tract conveyed to Baylor University by E. A. Wendlandt, et ux on June 28, 1977, recorded in Volume 1636, Page 446 of the Deed Records of Smith County, Texas, and being more completely described as follows, to-wit:

BEGINNING at a 1/2" Iron Rod for corner in the South line of Pintail Drive (60.0 ft. Wide) said corner being South 564.98 ft. and East - 1843.37 ft. from a "T" Iron at the Northwest corner of the above mentioned tract marked (D33B-17).

THENCE Easterly with the South line of Pintail Drive, and with a curve left on a Chord of South 86 deg. 45 min. 29 sec. East - 173.11 ft. to a 1/2" Iron Rod for corner in the Westline of a 60.0 ft. Drive.

THENCE South 00 deg. 11 min. 42 sec. West, with the West line of said Drive, a distance of 278.56 ft. to a 1/2" Iron Rod for corner.

THENCE Westerly with the North line of a 4.376 acre tract as follows: North 89 deg. 48 min. 18 sec. West - 90.16 ft. and South 49 deg. 56 min. 51 sec. West - 108.34 ft. to a 1/2" Iron Rod for corner.

THENCE North 00 deg. 11 min. 42 sec. East, a distance of 357.76 ft. to the place of beginning, containing 1.184 acres of land.

PREPARED BY JOHN COWAN & ASSOCIATES, INC.

Tract 17

FIELD NOTES FOR FREEDOM FINANCIAL
Jose M. Acosta League, Abstract No. 1
Smith County, Texas "B"

All that certain lot, tract or parcel of land, part of the Jose M. Acosta League, Abstract No. 1, Smith County, Texas, being a part of that certain called 228.8 acre tract conveyed to Baylor University by E. A. Wendlandt, et ux on June 28, 1977, recorded in Volume 1636, Page 446 of the Deed Records of Smith County, Texas, and being more completely described as follows, to-wit:

BEGINNING at a 1/2" Iron Rod for corner in the South line of Pintail Drive (60.0 ft. Wide) at the intersection of the East line of a 60.0 ft. Drive, said corner being South 575.21 ft. and East - 2076.20 ft. from a "T" Iron at the Northwest corner of the above mentioned tract marked (D33b-17).

THENCE Easterly with the South line of said Pintail Drive, and with a curve left on a Chord of South 87 deg. 01 min. 24 sec. East - 7.51 ft. to the P.T. of same.

THENCE South 89 deg. 34 min. 51 sec. East, continuing with Pintail Drive, a distance of 142.34 ft. to a corner.

THENCE South 00 deg. 11 min. 42 sec. West, parallel with the said 60.0 ft. Drive, a distance of 277.40 ft. to a 1/2" Iron Rod at the Northeast corner of a 4.376 acre tract.

THENCE North 89 deg. 48 min. 18 sec. West, with the North line of said 4.376 acre tract, a distance of 149.84 ft. to a 1/2" Iron Rod for corner in the East line of said 60.0 ft. Drive.

THENCE North 00 deg. 11 min. 42 sec. East, with the East line of said 60.0 ft. Drive, a distance of 278.32 ft. to the place of beginning, containing 0.955 of an acre of land.

PREPARED BY JOHN COWAN & ASSOCIATES, INC.

VOL. 3082 PAGE 636

Tract 18

FIELD NOTES FOR FREEDOM FINANCIAL
Jose M. Acosta League, Abstract No. 1
Smith County, Texas "D"

All that certain lot, tract or parcel of land, part of the Jose M. Acosta League, Abstract No. 1, Smith County, Texas, being a part of that certain called 228.8 acre tract conveyed to Baylor University by E. A. Wendlandt et ux on June 28, 1977, recorded in Volume 1636, Page 446 of the Deed Records of Smith County, Texas, and being more completely described as follows, to-wit:

BEGINNING at a 1/2" Iron Rod at the Southeast corner of the 4.277 Acre Villages Condoshare Phase 11 Preliminary Plat shown in Cabinet B, Slide 314 D of the Plat Records and being in the 355.0 ft. line of Lake Palestine.

THENCE South 48 deg. 06 min. 13 sec. East, with the Southwest line of said 4.277 acre tract, a distance of 171.25 ft. to a 1/2" Iron Rod at an angle corner of same.

THENCE North 89 deg. 48 min. 18 sec. West, a distance of 229.35 ft. to a corner in the said 355.0 ft. line of Lake Palestine.

THENCE North 41 deg. 53 min. 47 sec. East, with said line, a distance of 152.58 ft. to the place of beginning, containing 0.300 of an acre of land.

PREPARED BY JOHN COWAN & ASSOCIATES, INC.

Tract 19

FIELD NOTES FOR FREEDOM FINANCIAL
Jose M. Acosta League, Abstract No. 1
Smith County, Texas "E"

All that certain lot, tract or parcel of land, part of the Jose M. Acosta League, Abstract No. 1, Smith County, Texas, being a part of that certain called 228.8 acre tract conveyed to Baylor University by E. A. Wendlandt et ux on June 28, 1977 recorded in Volume 1636, Page 446 of the Deed Records of Smith County, Texas, and being more completely described as follows, to-wit:

BEGINNING at a corner in the 355.0 ft. line of Lake Palestine said corner being South - 1245.62 ft. and East - 519.06 ft. from a "T" Iron at the Northwest corner of the above mentioned tract marked (D33B-17).

THENCE EAST, a distance of 372.46 ft. to a 1/2" Iron Rod at the Northwest corner of a 3.0 acre EXCEPT TRACT in Volume 1636, Page 446.

THENCE SOUTH, with the West line of said 3.0 acre tract, a distance of 200.0 ft. to a corner.

THENCE WEST, a distance of 360.14 ft. to a corner in the said 355.0 ft. line .

THENCE Northerly with said line as follows: North 16 deg. 22 min. 42 sec. West - 51.06 ft. and North 00 deg. 47 min. 19 sec. East - 151.02 ft. to the place of beginning, containing 1.708 acres of land.

PREPARED BY JOHN COWAN & ASSOICATES, INC.

VOL. 3082 PAGE 638

Tract 20

FIELD NOTES FOR FREEDOM FINANCIAL CORPORATION
Jose M. Acosta League, Abstract No. 1
Smith County, Texas

"F"

All that certain lot, tract or parcel of land, part of the Jose M. Acosta League, Abstract No. 1, Smith County, Texas, being a part of that certain called 228.8 acre tract conveyed to Baylor University by E. A. Wendlandt, et ux on June 28, 1977, recorded in Volume 1636, Page 446 of the Deed Records of Smith County, Texas, and being more completely described as follows, to-wit:

BEGINNING at a corner in the East line of a 3.0 acre EXCEPT tract in Volume 1636, Page 446 being South - 1159.45 ft. and East - 1252.92 ft. from a "T" Iron at the Northwest corner of the above mentioned tract marked (D33B-17).

THENCE South 89 deg. 48 min. 18 sec. East, a distance of 150.0 ft. to a corner.

THENCE SOUTH, a distance of 97.67 ft. to a corner.

THENCE North 89 deg. 48 min. 18 sec. West, a distance of 150.0 ft. to a corner.

THENCE NORTH, at 50.0 ft. pass the Southeast corner of said 3.0 acre tract and at 97.67 ft. in all to the place of beginning, containing 0.336 of an acre of land.

PREPARED BY JOHN COWAN & ASSOCIATES, INC.

Tract 21

Lot 20 as shown on the plat recorded at Volume 9, Page 69 of
the Plat Records of Smith County, Texas.

VOL. 3082 PAGE 640 Tract 22

FIELD NOTES FOR FREEDOM FINANCIAL CORP.
Warwick Ferguson Survey, Abstract No. 4
Smith County, Texas

All that certain lot, tract or parcel of land, part of the Warwick Ferguson Survey, Abstract No. 4, Smith County, Texas being also part of Spring Creek Road lying between Estate Village Subdivision Unit No. 1 shown by Plat in Volume 8, Page 194 and Estate Village Subdivision Unit No. 4 shown by Plat in Volume 8, Page 197 of the Plat Records of Smith County, Texas, and being more completely described as follows, to-wit:

BEGINNING at a 1/2" Iron Rod at the P.T. of a curve in the South line of Spring Creek Road and the North line of Lot No. 45 of Estate Village Unit No. 1 and being South 89 deg. 58 min. East - 30.0 ft. from the Northwest corner of same.

THENCE North 00 deg. 22 min. East, a distance of 50.0 ft. to a 1/2" Iron Rod for corner in the North line of Spring Creek Road.

THENCE South 89 deg. 38 min. East, with the North line of Spring Creek Road, a distance of 159.86 ft. to the P.C. of a curve left.

THENCE with said Curve whose Angle is 32 deg. 22 min., Tangent is 42.75 ft. and Radius is 147.29 ft. an arc length of 83.2 ft. to the P.T. of same.

THENCE South 32 deg. 16 min. 19 sec. East, a distance of 50.0 ft. to a 1/2" Iron Rod at the Northwest corner of Lot No. 11 of Estate Village Subdivision Unit No. 4.

THENCE Southwesterly with a curve right whose Angle is 32 deg. 22 min., Tangent is 57.26 ft. and Radius is 197.29 ft. an arc length of 111.45 ft. to the P.T. of same.

THENCE North 89 deg. 38 min. West, continuing with the South line of Spring Creek Road, a distance of 159.86 ft. to the place of beginning, containing 0.3 of an acre of land.

PREPARED BY JOHN COWAN & ASSOCIATES, INC.

AWO 8/25/88

Tract 23

FIELD NOTES FOR FREEDOM FINANCIAL CORP.
Jackson Smith Survey, Abstract No. 874
Smith County, Texas

All that certain tract or parcel of land, part of the Jackson Smith Survey, Abstract No. 874, Smith County, Texas, being also that certain Road lying between Spring Creek Road and The Villages Condoshare Phase I as shown by Plat recorded in Volume 10, Page 89 of the Plat Records of Smith County, Texas, and being more completely described as follows, to-wit:

BEGINNING at a 1/2" Iron Rod at an Angle corner of the above mentioned Phase I.

THENCE North 14 deg. 02 min. 10 sec. West, with the most Northern East line of Phase I, a distance of 25.05 ft. to a corner.

THENCE North 75 deg. 57 min. 50 sec. East, along said Road, a distance of 42.7 ft. to the West line of said Spring Creek Road.

THENCE South 06 deg. 19 min. 30 sec. East, with the West line of Spring Creek Road, a distance of 25.0 ft. to a corner.

THENCE South 75 deg. 57 min. 50 sec. West, a distance of 39.30 ft. to the place of beginning, containing 0.02 of an acre of land.

AFTER RECORDING RETURN TO:

George R. Bedell
Jackson, Walker, Winstead, Cantwell & Miller
6000 InverFirst Plaza
901 Main Street
Dallas, Texas 75202

STATE OF TEXAS, COUNTY OF SMITH
I hereby certify that this instrument was
filed on the date and time stamped hereon
by me and was duly recorded in the Land
Records of Smith County, Texas.



FEB 5 1991

MARY MORRIS
COUNTY CLERK, Smith County, Texas
By _____ Deputy