

9806882

342-00-1155

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WARRANTY DEED

STATE OF TEXAS §
COUNTY OF MONTGOMERY §

KNOW ALL MEN BY THESE PRESENTS:

THAT, PHILIP LEFEVRE, hereinafter called Grantor, not joined herein by his wife because the property conveyed hereby constitutes no part of his homestead, for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars cash and other good and valuable considerations in hand paid by

WINKLER & ASSOCIATES, INC.,

hereinafter called Grantee, receipt and sufficiency of which are hereby acknowledged and confessed, and the further consideration of the sum of \$800,000.00 in hand paid by First Bank of Conroe, N.A., hereinafter referred to as Beneficiary, at the special instance and request of the Grantee herein, the receipt of which is hereby acknowledged and confessed, and as evidence of such advancement, the said Grantee herein has executed its note of even date herewith for said amount, being payable as specified therein; said note containing the usual acceleration of maturity and attorney's fees clauses in the event of default; and in consideration of the payment of the above sum by said Beneficiary, Grantor does hereby transfer, set over, assign and convey unto said Beneficiary, its successors and assigns, the vendor's lien and superior title hereinafter retained and reserved against the property and premises herein conveyed, in the same manner and to the same extent as if said note had been executed in Grantor's favor and by said Grantor assigned to the Beneficiary without recourse,

HAS GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto Grantee all that certain lot, tract or parcel of land, together with all improvements thereon, lying and being situated in the County of Montgomery, State of Texas, described as follows, to-wit:

34.858 acres of land in the John Corner Survey, A-8, Montgomery County, Texas; said 34.858 acres being described by metes and bounds on Exhibit "A" attached hereto and incorporated herein (the "Property").

This conveyance is made and accepted subject to any and all valid covenants, conditions, restrictions, easements and outstanding mineral and/or royalty interests in the oil, gas, and other minerals and leases thereon, now outstanding or affecting the premises herein conveyed, now of record in the County Clerk's office of Montgomery County, Texas, but only to the extent they are still in force and effect.

This conveyance is further made and accepted upon and subject to the following use restrictions and covenants which shall constitute covenants running with the above described property and benefitting said property and other lands now or hereafter owned by Grantor, its successors and assigns, adjacent to said property, for a period ending twenty (20) years after the date hereof:

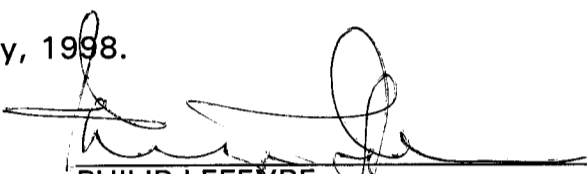
- (a) Unless otherwise waived in writing by Grantor, the Property shall be used solely for single family residential purposes.
- (b) No outside toilet facilities, portable or otherwise, shall be maintained on the Property, except as such temporary facilities are placed upon the Property in connection with permitted subdivision or residential construction activities. Any sewage disposal system on the Property shall be of a type approved by the county and/or state department of health or other governmental agency having jurisdiction of such matters and shall be maintained at all times in proper sanitary condition and in accordance with applicable state, county and municipal laws and regulations.
- (c) The Property shall not be used or maintained as a dumping ground for rubbish or trash and no garbage or other waste shall be kept upon the Property except in sanitary containers. All incinerators or other equipment for the storage and disposal of such materials shall be kept in a clean and sanitary condition. Notwithstanding the foregoing, no hazardous substance shall be brought onto, installed, used, stored or treated upon, disposed of or transported over the Property, and all activities on the Property shall, at all times, comply with all State and Federal environmental laws; and,

(d) No part of the Property or any improvements situated thereon shall be put to any industrial, manufacturing or other use which may be or become an annoyance or nuisance to the neighborhood or which may be offensive by reason of odor, fumes, dust, smoke, noise, vibration, or pollution, including, but not limited to, factories, slaughterhouses, tanneries, truck stops (exclusive of licensed gasoline stations), or which are hazardous by reason of the excessive danger of fire or explosion, provided, however, nothing in this subparagraph (d) shall prohibit activities reasonably associated with the normal use and/or development of the Property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns, forever. And Grantor does hereby bind himself, his heirs and assigns, to warrant and forever defend all and singular the said premises unto the said Grantee*their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

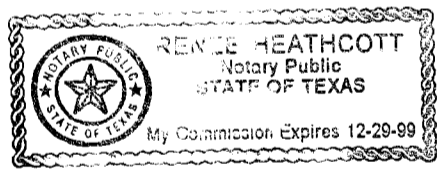
But it is agreed and stipulated that a vendor's lien and the superior title is hereby expressly reserved and retained against all of the property conveyed herein in favor of Grantor and herein assigned to Beneficiary to secure the payment of the above described note until the indebtedness evidenced by said note, and all interest thereon and attorney's fees provided therein have been fully paid according to the face and tenor, effect and reading of said note, when this deed shall become absolute; said note being further and additionally secured by Deed of Trust of even date therewith from Grantees to James W. Steele, Trustee, containing provisions for foreclosure under power of sale, to which reference is here made for all purposes.


Executed this 30th day of January, 1998.


PHILIP LEFEVRE

STATE OF TEXAS §
COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on the 30th day of January, 1998, by PHILIP LEFEVRE.




Notary Public, State of Texas

Grantee's address:
206A South Loop 336 West, Suite 107
Conroe, Texas 77301

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All black-inks, additions and changes were present at the time the instrument was filed and recorded.

342-00-1157

BEING 34.858 acres of land in the John Corner Survey, A-8, Montgomery County, Texas, and being out of a 110.741 acre tract described in deed to Philip Lefevre recorded under Clerk's File #9723474 of the Real Property Records of Montgomery County, Texas (RPRMCT), said 34.858 acres being more particularly described as follows:

COMMENCING at a 1/2" iron rod found for the northwest corner of Lot 1, Block 7, Section 1 of Cape Conroe Subdivision, map of which is recorded in Cabinet A, Sheet 56 of Montgomery County Map Records (MCMR), the southwest corner of Tract 1 as described in deed to San Jacinto River Authority (SJRA), in the 201 contour line of Lake Conroe, recorded in Volume 695, Page 31 of Montgomery County Deed Records (MCDR), the southwest corner of another tract described in deed to SJRA recorded in Volume 690, Page 497 MCDR, and the lower northeast corner of above mentioned 110.741 acres;

THENCE N.49°02'31"W., along the 201 contour line of Lake Conroe and the lower north line of said 110.741 acres for a distance of 203.30 feet to the POINT OF BEGINNING of herein described tract;

THENCE S.30°37'05"W., crossing said 110.741 acres for a distance of 689.89 feet to a 1/2" iron rod set for an angle point in the southeast line of herein described tract;

THENCE S.48°34'54"W., continuing across said 110.741 acres for a distance of 895.62 feet to a 1/2" iron rod set for the southeast corner of herein described tract in the west line of said 110.741 acres and the east line of Walden Road, based on a 100' right-of-way described in deed recorded in Volume 770, Page 905 MCDR;

THENCE N.41°25'06"W., (Call N.41°25'06"W., 878.81') along the west line of said 110.741 acres and the east line of Walden Road for a distance of 500.87 feet to a 5/8" iron rod found for the beginning of a curve to the right;

THENCE in a northerly direction along said curve to the right having a radius of 950.00 feet and a central angle of 29°15'51" (Call R=950.00' A=485.22') for a distance of 485.22 feet to a 5/8" iron rod found for the end of said curve;

THENCE N.12°10'32"W., (Call N.12°10'32"W., 663.44') continuing along the west line of said 110.741 acres and the east line of Walden Road for a distance of 354.75 feet to a 1/2" iron rod set for the northwest corner of herein described tract;

THENCE N.87°22'19"E., crossing said 110.741 acres for a distance of 356.12 feet to a 1/2" iron rod set for an angle point in the north line of herein described tract;

THENCE N.30°37'11"E., continuing across said 110.741 acres for a distance of 636.48 feet to a 1/2" iron rod set for the north corner of herein described tract in the 201 contour line of Lake Conroe;

THENCE along the 201 contour line of Lake Conroe and the lower north line of said 110.741 acres as follows:

S.69°55'40"E., 163.64 feet;

S.57°21'40"E., 603.74 feet;

S.66°41'40"E., 174.05 feet;

S.61°56'40"E., 156.13 feet;

S.49°02'31"E., 7.27 feet to the POINT OF BEGINNING and containing

34.858 acres of land.

FILED FOR RECORD

98 FEB - 2 PM 3:53

MARK TURNBULL, CO. CLERK
MONTGOMERY COUNTY, TEXAS

DEPUTY

Exhibit "A"

STATE OF TEXAS
COUNTY OF MONTGOMERY

I hereby certify that this instrument was filed in File Number Sequence on the date and at the time stamped herein by me and was duly RECORDED in the official Public Records of Real Property of Montgomery County, Texas

FEB - 2 1998



Mark Turnbull
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS