

Prepared by the State Bar of Texas for use by lawyers only. Reviewed
1-1-76. Revised to include grantee's address (art. 6626, RCS) 1-1-82.

VOL 1076 PAGE 457

WARRANTY DEED WITH VENDOR'S LIEN

13799

THE STATE OF TEXAS

COUNTY OF HOOD

} KNOW ALL MEN BY THESE PRESENTS:

That LAVERNE GEORGE SWIFT AND WIFE, KATHERYNE O. SWIFT
2015 Gould St., Fort Worth, Texas 76106

of the County of Tarrant and State of Texas for and in

consideration of the sum of TEN AND NO/100-----
-----(\$10.00)-----DOLLARS

and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by grantee of its one certain promissory note of even date herewith, in the principal sum of Sixty Eight Thousand and No/100 Dollars (\$68,000.00), payable to the order of Lake Granbury National Bank as therein specified and bearing interest as therein provided, containing the usual clauses providing for acceleration of maturity and attorney's fees,

the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a deed of trust of even date herewith to Jim Pace Trustee.

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto J J B INVESTMENTS, INC.

377 Plaza Shopping Center Space 1 East, Granbury, Texas 76048

of the County of Hood and State of Texas, all of the following described real property in Hood County, Texas, to-wit:

VOL 1099 PAGE 915
WARRANTY DEED
(LONG FORM)

THE STATE OF TEXAS
COUNTY OF HOOD

05697
} KNOW ALL MEN BY THESE PRESENTS:

That JJB Investments, Inc.
377 Plaza Shopping Center Space 1 East
Granbury, Texas 76048

of the County of Hood and State of Texas for and in
consideration of the sum of Ten and No/100-----
-----(\$10.00)-----DOLLARS

and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which
is hereby acknowledged,

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto
Bob J. Crawford, Inc.
P. O. Box 677, Granbury, Texas 76048

of the county of Hood and State of Texas, all of
the following described real property in Hood County, Texas, to-wit:

12011

DECLARATION OF RESTRICTIONS AND COVENANTS
OF DEER PARK ESTATES
AN ADDITION IN HOOD COUNTY, TEXAS

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HOOD §

Bob J. Crawford, Inc., a Texas Corporation, (hereinafter referred to as Dedicator) is the owner of certain land in Hood County, Texas, and described in Exhibit A attached hereto, a map or plat of which is also attached hereto as Exhibit B, which plat is adopted by Dedicator as its plat for subdividing said land into tracts as shown thereon, the same to be known as Deer Park Estates, an Addition in Hood County, Texas.

WHEREAS, Dedicator desires to subdivide and plat said real property so as to develop the same in an orderly manner for single family residences; and

WHEREAS, Dedicator desires to create and carry out an orderly plan for development, improvement and use of all the tracts in Deer Park Estates, so as to provide for the preservation of the values and amenities in said development and the maintenance of the facilities thereof for the benefit of the present and future owners of said tracts;

NOW, THEREFORE, Bob J. Crawford, Inc. declares that the above described property designated as Deer Park Estates, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

I. DEFINITIONS

As used herein, the following terms shall have the meanings indicated:

A. "Dedicator" shall mean, and where appropriate shall include the successors and assigns of Bob J. Crawford, Inc.

B. "The property" shall mean the property described in Exhibit A attached hereto.

C. "Tract" shall mean a single piece or parcel of land shown as a numbered tract on the plat attached as Exhibit B. The term shall not include any area or tract designated as a private way or any area shown as "undeveloped".

D. "Corner tract" shall mean a tract which abuts on more than one private way or street.

E. "Outbuilding" shall mean any building improvement which is located on a tract but not connected to the residence.

F. "Owner" shall mean the beneficial owner of any tract and shall not include the mortgagee of any such tract unless and until such mortgagee acquires title to same pursuant to foreclosure or any proceeding in lieu of foreclosure.

II. EASEMENTS

A. Easements designated on the plat as "roadway easements" shall provide Dedicator, its successors and assigns and the owners of the tracts with the right of ingress and egress to the area and facilities thereof and to adjoining land.

B. Dedicator reserves to itself, its successors and assigns, an easement and right to construct and maintain in, over and across the easements shown on said plat, streets and utilities of every kind, including but not limited to water mains, gas

AMENDMENT TO DECLARATION OF RESTRICTIONS AND COVENANTS
OF DEER PARK ESTATES, AN ADDITION TO HOOD COUNTY, TEXAS

STATE OF TEXAS §

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COUNTY OF HOOD §

08659

On November 5, 1985, Bob J. Crawford, Inc., acting by and through its duly authorized officer and president Bob J. Crawford, caused to be executed and placed of record a Declaration of Restrictions and Covenants of Deer Park Estates, An Addition in Hood County, Texas. These declarations of restrictions and covenants are recorded in Volume 1117, Page 778, Real Records, Hood County, Texas.

At Article III, Restrictions, Covenants and Reservations. A. Use of Land, 1. Residential Use Only, the following restriction appears:

"No tract shall be used for other than residential purposes and no building shall be erected, altered, or permitted to remain on any tract other than one detached single family dwelling with a private garage and appropriate outbuildings approved under paragraph B. 1. below. No soil or trees shall be removed for any commercial use. No commercial activity or use shall be permitted on any lot."

At Article III, Restrictions, Covenants and Reservations. B. Construction of Improvements, 3. Floor Area, the following restriction appears:

"There shall not be erected or permitted to remain on any tract a residence having a floor area (when measured to exterior walls and exclusive of attached garage, open porches, patios or other similar appendages) of less than 1700 square feet."

The said Declaration of Restrictions and Covenants of Deer Park Estates at Article III, Restrictions, Covenants and Reservations. C. General, 7. further states that:

"Notwithstanding anything herein contained to the contrary, these restrictions and covenants may be amended at anytime by Dedicator as to tracts remaining unsold by Dedicator, and as to all tracts in this subdivision, whether sold by Dedicator or not, prior to such time as two-thirds (2/3) of the total number of tracts hereunder are sold by Dedicator."

The Dedicator, Bob J. Crawford, Inc. is currently the owner of not less than one-third of the total number of tracts in the platting of Deer Park Estates.

Now therefore, Bob J. Crawford, Inc., a Texas corporation as for and in consideration for the sum of \$10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged does hereby amend the following:

(1) Article III, Restrictions, Covenants and Reservations. A. Use of Land, 1. Residential Use Only. to add to the additional paragraph:

"Notwithstanding the above, a private garage and appropriate outbuildings approved under paragraph B. 1. regarding approval of plans and the Artchitectoral Control Committee below may be maintained on a tract of land without a single family dwelling being erected on

the same tract providing such tract which has erected upon it only a private garage and/or an outbuilding is owned by the same person, persons, or entity which owns and maintains a single family dwelling on the adjoining and contiguous tract. Once such a single family residence on any tract is used in connection with an adjoining and contiguous tract on which a private garage and/or an outbuilding is constructed, both such tracts shall in the future be sold, conveyed or mortgaged together unless written permission is obtained from the Dedicator."

(2) As to Article III, Restrictios, Covenants and Reservations. B. Construction of Improvements, 3. Floor Area. the existing language is deleted and the following paragraph is substituted in lieu thereof:

"There shall not be erected or permitted to remain on any tract a residence having a floor area (when measured to exterior walls and exclusive of attached garage, open porches, patios or other similar appendages) of less than 1500 square feet."

Executed this the 24th day of August, 1988.

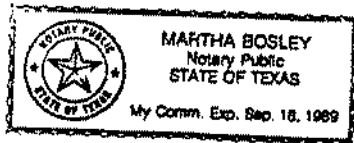
Bob J. Crawford, Inc.

By: Bob J. Crawford

STATE OF TEXAS §
COUNTY OF HOOD §

This instrument was acknowledged before me this the 24th day of August, 1988, by Bob J. Crawford, President of Bob J. Crawford, Inc. a Texas corporation on behalf of said corporation.

Martha Bosley
Notary Public, State of Texas
Notary's printed name:
Notary's commission expires:



ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

STATE OF TEXAS
COUNTY OF HOOD
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the OFFICIAL PUBLIC RECORDS OF HOOD COUNTY, TEXAS, in the Volume and Page as shown hereon.



Anjanette Ables
ANJANETTE ABLES, County Clerk
Hood County, Texas

FILED FOR RECORD
AT 4:40 P.M.

SEP 2 1988

Anjanette Ables
Clerk County Court, Hood County, TX.

Relates to
Bylaws of (Walter)

mains, irrigation systems, power and communication lines and all pipes, lines and other appurtenances in connection therewith.

III. RESTRICTIONS, COVENANTS AND RESERVATIONS

A. USE OF LAND

1. Residential use only. No tract shall be used for other than residential purposes and no building shall be erected, altered, or permitted to remain on any tract other than one detached single family dwelling with a private garage and appropriate outbuildings approved under paragraph B1 below. No soil or trees shall be removed for any commercial use. No commercial activity or use shall be permitted on any lot.
2. Temporary Structures. No structure of a temporary character, trailer, mobile, movable home, modular or prefabricated home, basement, tent, shack, garage, or other outbuilding shall be used or placed on any tract at any time as a residence, either temporarily or permanently. All structures must be built on site from components of the building and no residence house, garage or other structure shall be moved upon any tract from another location.
3. Storage No tract shall be used for temporary or permanent storage of equipment, material or vehicles except such as may be used in direct connection with the use or enjoyment of any tract as residential property.
4. Animals. No animals, swine or poultry of any kind shall be raised, bred, boarded or kept on any tract, excepting (a) dogs, cats or other household pets not kept for commercial purposes, and (b) a maximum of two head of cattle or horses per tract.
5. Firearms. Use of firearms on any part of the property is prohibited.
6. Nuisances. No noxious, offensive, dangerous or noisy activity shall be conducted on any tract, nor shall anything be done thereon which may be or become a nuisance to the neighborhood in which said tract is located. Tracts shall be kept clean and free of trash, garbage, and debris, and shall be mowed at regular intervals in order to control the growth of weeds and other unsightly grasses; fires shall be contained in a safe enclosure.
7. Towers and Wires. No radio or television towers or aerial wires over 30 feet shall be maintained over any part of any tract not occupied by a residential structure.
8. Drilling and excavation. No oil drilling, development, refining, quarrying or mining operation shall be permitted upon or in any tract. No sand, gravel or earth shall at any time be excavated or dug out of any tract, except for the purpose of laying the foundation of a residence thereon, erecting such residence and improving the gardens or grounds thereof.
9. All houses shall face Deer Park Lane.
10. No entry, temporary or otherwise, may be made from state highway 144 except that provided by the dedicatory on the recorded plat by the roadway known as Deer Park Lane.
11. All garage and/or carport entries must be from the side, no front entries are permitted.
12. No noxious or offensive activity shall be carried on or permitted upon any tract, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or to other Owners. Declarant shall have the sole and exclusive discretion to determine what constitutes a nuisance

or annoyance. No repair work, dismantling, or assembling of motor vehicles or other machinery or equipment shall be done or permitted on any roadway. The use or discharge of firearms, firecrackers, or other fireworks in the Properties is prohibited.

13. All tracts shall at all times be kept in a healthful, sanitary and attractive condition. No tract shall be used or maintained as a dumping grounds for garbage, trash, junk or other waste matter. All trash, garbage or waste matter shall be kept in adequate containers constructed of metal, plastic or masonry materials, with tightly-fitting lids, which shall be maintained in a clean and sanitary condition and screened from public view. All trash must be hauled away weekly. No tract shall be used for open storage of any materials whatsoever, which storage is visible from the street, except that new building materials used in the construction of improvements erected on any tract may be placed upon such tract at the time construction is commenced and may be maintained thereon for a reasonable time, so long as the construction progresses without reasonable delay, until completion of the improvements, after which these materials shall either be removed from the tract or stored in a suitable enclosure on the tract. Except as allowed above, no lot shall be used for temporary or permanent storage of equipment, material or vehicles except such as may be used in direct connection with the use or enjoyment of any lot as residential property.

B. Construction of Improvements

1. Approval of plans. No building structures, fence, wall, or other improvements shall be commenced, erected, constructed, placed or maintained upon the Properties, nor shall any exterior addition to, or change or alteration therein be made until the detailed plans and specifications therefor shall have been submitted to and approved in writing as to compliance with minimum structural and mechanical standards, location and situation on the tract, and as to harmony of external design or location in relation to property lines, building lines, easement, grades, surrounding structures, walks, and topography (including the orientation of the front and rear of any such building with respect to the tract lines), by the Architectural Control Committee constituted as provided herein. The submitted plans and specifications shall specify, in such form as the Architectural Control Committee may reasonably require, structural, mechanical, electrical, and plumbing detail and the nature, kind, shape, height, exterior color scheme, materials to be incorporated into, and location of the proposed improvements or alterations thereto. In the event said Architectural Control Committee fails to approve or disapprove such plans and specifications within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required and the provisions of this Section will be deemed to have been fully complied with; provided, however, that the failure of the Architectural Control Committee to approve or disapprove such plans and specifications within such thirty (30) day period shall not operate to permit any structure to be commenced, erected, placed, constructed or maintained on any tract in the Properties in a manner inconsistent with any provisions of this Declaration. Without limitation of the the powers herein granted, the Architectural Control Committee shall have the right to specify requirements for each Lot as follows: minimum setbacks; the location, height, and extent of fences, walls or other screening devices; and the orientation of structures with respect to garage access and major entry and frontage. The Architectural Control Committee also shall have full power and authority to reject any plans and specifications that do not comply with the restrictions herein imposed or meet its minimum construction requirements or architectural design requirements or that might not be compatible, in the sole discretion of the Architectural Control Committee, with the design or overall character and aesthetics of the Properties.

2. Architectural Control Committee. The Architectural Control Committee shall be initially composed of Rob

J. Crawford, Inc. who may designate a representative or representatives to act for it [the term "Architectural Control Committee" as used herein shall refer to the corporation named above, its successors and/or assigns as permitted herein, or the Committee's designated representative(s)].

3. Floor area. There shall not be erected or permitted to remain on any tract a residence having a floor area (when measured to exterior walls and exclusive of attached garage, open porches, patios or other similar appendages) of less than 1700 square feet.

4. Exterior walls. At least 50% of the exterior wall surface of any residence shall be constructed of stone, masonry veneer, or glass building materials commonly used, unless written exception to such requirement is given by Dedicator, the Architectural Control Committee, or its assigns.

5. Building lines. No building or structure of any kind shall be located on any tract within fifty-five (55) feet of the front line, except upon prior approval of the Dedicator. For tracts located on a cul-de-sac, the building set back line shall be fifty-five (55) feet from the front line. For the purpose of this restriction, eaves, steps and open porches shall be considered as part of a building. Tracts shall "front" on the adjoining public way; corner tracts shall be deemed to "front" on the public way adjoining the shortest tract line. No part of any structure shall be erected or maintained closer than twenty (20) feet to any side tract line except in cases where advantageous, aesthetically, architecturally as determined by developer or Architectural Control Committee. No fence, wall, hedge, or shrub planting which obstructs sight lines at elevations at two (2) feet or above roadways shall be placed or permitted to remain on any corner tract within the triangular area formed by the street property lines and a line connecting them at points thirty (30) feet from the intersection of the street lines, or in the case of a rounded property corner from the intersection of the street property lines extended.

6. Garages. Every residence constructed on a tract shall have a garage or carport which shall have the capacity to contain at least two (2) automobiles. The garage or carport may be attached to or detached from the residence, and shall be constructed of material similar in appearance and quality to that of the residence it is designed to serve. All garages must have side or rear entries.

7. Outbuildings. Outbuildings shall be constructed of new material and shall be of design and construction acceptable and approved by Dedicator. No outbuilding shall exceed the residence in height, except on prior approval of the Dedicator. Cooling towers and all other mechanical units must be located at the side or rear of the residence and must be screened to the satisfaction of the Dedicator.

8. Structures on easements. No structure, planting or other material shall be placed or permitted to remain within the easements referred to in Article II which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage channels in the easements. The easements area of each tract and all improvements in it shall be maintained continuously by the owner of the tract, except for those improvements for which Dedicator, a public authority or utility company is responsible.

9. Mail boxes. The location, size and design of all mail boxes shall be subject to the prior approval of Dedicator.

10. Time of Construction. All exterior improvements shall be completed within six months from the beginning of construction, (the term "beginning of construction" shall be deemed to mean the date on which the foundation forms are set).

11. Sewage Facilities. All lavatories, toilets and bath facilities shall be installed indoors and shall be connected with adequate grease traps, septic tanks and lateral lines constructed to comply with the specifications of any governmental authorities having jurisdiction and no outside or surface toilets shall be permitted under any circumstances. All lavatories, toilets and bath facilities shall be completely installed and functioning before the residence is occupied.

C. GENERAL

1. Subdivision of tracts. No tract shall be subdivided, however, Dedicator expressly reserves the right to subdivide any tract to which it shall hold title.

2. Unsold tracts. Notwithstanding anything to the contrary herein, Dedicator reserves for itself and its designated agent or agents the right to use any unsold tract or tracts for a temporary office location and the right to place a sign or signs on any unsold tract or tracts.

3. Interpretation. In the event of any dispute over the proper interpretation of any of the provisions of this dedication, the determination of the Dedicator shall be final and binding on all interested persons.

4. Severability. All of the restrictions, covenants, and reservations appearing herein shall be construed together, but if any one or more of the same shall be held to be invalid or for any reason are not or cannot be enforced, none of the other restrictions, covenants and reservations shall be affected or impaired thereby but shall remain in full force and effect.

5. Duration. All of the restrictions and covenants herein set forth shall continue and be binding upon the Dedicator, its successors and assigns, and all parties claiming by, through or under the Dedicator until January 1, 2010, at which time all restrictions and covenants herein set forth shall be automatically extended from such date for successive periods of ten years each; provided that at any time after January 1, 2010, the owners of the beneficial title to a majority of the tracts herein dedicated may, by written instrument duly executed, acknowledged and recorded in the Deed Records of Hood County, Texas, release any tract or tracts from any one or more of the restrictions and covenants herein set forth or agree to a change in said restrictions and covenants in whole or in part, except that no such change shall affect or impair the rights and privileges retained by Dedicator with respect to any other land owned by Dedicator or change or modify any covenant or agreement of any tract owner with respect to any such land.

6. Tract Maintenance Lien. The Owners or occupants of all tracts shall at all times keep all weeds and grass thereon cut in a sanitary, healthful and attractive manner and shall in no event use any tract 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 and shall not burn anything thereon. Declarant or its successors and assigns may, at its option, without liability to the Owner or occupant in trespass or otherwise, enter upon said tract and cause to be cut such weeds and grass and remove or cause to be removed such garbage, trash and rubbish or do any other thing necessary to secure compliance with this Declaration in order to place said tract in a neat, attractive, healthful and sanitary condition, and may charge the Owner or occupant of such tract for the cost of such work. The Owner or occupant, as the case may be, agrees by the purchase or occupancy of such tract to pay such statement immediately upon receipt thereof. Each and every owner or occupant of any and all tracts within this subdivision covenant and agree that the Developer or its successors or assigns shall

have a lien upon the subject tract(s), inferior only as to the lien for taxes and any duly recorded mortgage, to secure the attorney's fees incurred in connection with the collection of same.

7. Notwithstanding anything herein contained to the contrary, these restrictions and covenants may be amended at anytime by Dedicator as to tracts remaining unsold by Dedicator, and as to all tracts in this subdivision, whether sold by Dedicator or not, prior to such time as two-thirds (2/3) of the total number of tracts hereunder are sold by Dedicator.

8. Dedicator shall have the right to grant to one or more corporations, partnerships or other entities the right to use the easements herein reserved for any of the purposes or uses for which such easements are designated; to grant and convey to its successors or assigns the discretions, approval rights, and enforcement rights retained by Dedicator with respect to any of the tracts.

9. All of the covenants and agreements undertaken or assumed by purchasers or owners of tracts hereunder, and all of the restrictions, covenants, liens and reservations imposed upon any of the tracts hereunder, shall run with said tracts and each of them shall be binding on each purchaser from Dedicator and on such purchaser's heirs, administrators, executors and assigns.

EXECUTED this 5th day of November, 1985.

Bob J. Crawford, Inc.

By: Bob J. Crawford
Bob J. Crawford, President

STATE OF TEXAS §
COUNTY OF HOOD §

This instrument was acknowledged before me the 5th day of November, 1985, by Bob J. Crawford, President of Bob J. Crawford, Inc. a Texas Corporation on behalf of said corporation.

My commission expires:

8-16-89

Marian Cardwell 11-5-85
Notary Public, State of Texas
Notary's printed name:



STATE OF TEXAS }
COUNTY OF HOOD }

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED on 11-14-85 in the Volume and Page of the Real RECORDS of Hood County, Texas, as stamped hereon by me.



Annette Adles
County Clerk, Hood County, Texas

FILED FOR RECORD
AT 10:00 AM

NOV 13 1985

Wynne
Clerk County Court, Hood County, TX.

Bob Crawford
P.O. Box 677
Clerk County Court

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, his heirs and assigns forever; and it doth hereby bind itself, its successors, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, his heirs and assigns, against every person who shall lawfully claim or to claim the same or any part thereof.

EXECUTED this 4th day of June, A. D. 19 85

JJB Investments, Inc.

By:

[Handwritten signature]

Mailing address of each grantee:

Name: Bob J. Crawford
Address:

Name:
Address:

(Acknowledgment)

STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on the _____ day of _____, 19____, by _____

My commission expires:

Notary Public, State of Texas
Notary's printed name:

STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on the _____ day of _____, 19____
by _____

My commission expires _____
Notary Public, State of Texas
Notary's printed name _____

(Acknowledgment)

STATE OF TEXAS
COUNTY OF

This instrument was acknowledged before me on the _____ day of _____, 19____
by _____

My commission expires _____
Notary Public, State of Texas
Notary's printed name _____

(Corporate Acknowledgment)

STATE OF TEXAS
COUNTY OF *Hood*

This instrument was acknowledged before me on the _____ day of _____, 19____
by *W.L. Allen and J.B. Harrison*
of **JJB Investments, Inc.**
a _____ corporation, on behalf of said corporation

My commission expires _____
Notary Public, State of Texas
Notary's printed name _____
[Notary Seal]

AFTER RECORDING RETURN TO: *1401*
Bob J. Crawford, Inc.
P.O. Box 477
Granbury, Texas 76048

STATE OF TEXAS)
COUNTY OF HOOD)
I hereby certify that the within instrument is the true and correct copy of the original as recorded in my office on *660585*
FILED AT _____
[Notary Seal]
[Signature]
County Clerk, Hood County, Texas

FILED FOR RECORD
AT 4:20 P.M.

JUN 04 1985

[Signature]
Clerk County Court, Hood County, TX.

30 acres out of the E. J. Johnson Survey, Abstract No. 292, Hood County, Texas and being more fully described by metes and bounds as follows: BEING a portion of the E. J. Johnson Survey, Abstract No. 292, in Hood County, Texas and described by metes and bounds as follows: BEGINNING at an iron pin for corner in the South line of a county road, 2422.42 feet North 60 degrees-00 minutes East from the Northwest corner of said Johnson Survey; THENCE North 62 degrees-43 minutes 57 seconds East, with the South line of said road, 1271.0 feet to an iron pin in the West line of State Highway #144; THENCE South 19 degrees-21 minutes East with the West line of said road 1133.62 feet to iron pin for corner; THENCE South 52 degrees-43 minutes-57 seconds West, 1056.71 feet to iron pin for corner; THENCE North 30 degrees-13 minutes-54 seconds West, 1124.32 feet to the point of beginning and containing 30.0 acres of land.

This conveyance is made subject to the following:

- 1) Oil and Gas Lease from Laverne George Swift to Pitts Oil Co. dated June 17, 1980 and recorded in Volume 323, Page 720. Deed Records, Hood County, Texas.
2) Oil and Gas Lease from Court Cleveland to Vanguard Exploration as recorded in Volume 330, Page 285, Deed Records, Hood County, Texas.
3) One-half (1/2) of the oil, gas and other minerals and/or royalty interest as retained in deed from Courts Cleveland to A. C. Keever dated October 27, 1949 and recorded in Volume 100, Page 188, Deed Records, Hood County, Texas.
4) Any and all restrictions, covenants, and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect, show of record in Hood County, Texas, and to all zoning laws, regulations or ordinances of municipal and other governmental authorities, if any, but only to the extent they are still in effect, relating to the hereinabove described property.

*SEE RESTRICTIVE USE COVENANTS BELOW.

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 ~~heirs~~ and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, its successor ~~heirs~~ and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

AS TO THE \$67,500.00 PURCHASE PRICE But it is expressly agreed that the VENDOR'S LIEN, as well as the Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

Lake Granbury National Bank, at the instance and request of the grantee herein, having advanced and paid in cash to the grantors herein that portion of the purchase price of the herein described property and as evidenced by the hereinbefore \$68,000.00 note, the Vendor's Lien, together with the Superior Title to said property is retained herein for the benefit of said Lake Granbury National Bank and the same are hereby TRANSFERRED and ASSIGNED to said Lake Granbury National Bank.

*THIS CONVEYANCE IS ACCEPTED SUBJECT TO THE FOLLOWING RESTRICTIVE USE COVENANTS which shall run with the land and be binding upon the grantee, its successors and assigns:

- 1) No structure of a temporary character, trailer, mobile, modular or prefabricated home, tent, shack, barn or any other structure or building shall be placed on the herein described tract.
2) No animals, livestock, or poultry of any kind shall be raised, bred, boarded or kept on any tract, excepting dogs, cats or other household pets not kept for commercial purposes. No feed lots shall be permitted on herein described tract.
3) No tract shall be used or maintained as a dumping ground for garbage, trash, junk, abandoned vehicles or other waste matter.

EXECUTED this 29th day of October, A. D. 19 84.

Laverne George Swift
Katherine O. Swift

Mailing address of each grantee:

Name: J J B Investments, Inc.
Address: 377 Plaza Shopping Center
Space 1 East
Granbury, Texas 76048

Name:
Address:

(Acknowledgment)

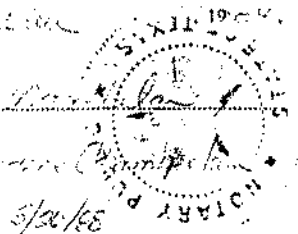
STATE OF TEXAS }
COUNTY OF *Hood* }

This instrument was acknowledged before me on the *27th* day of *October*
by Laverne George Swift and wife, Katheryne O. Swift

Notary Public, State of Texas
Notary's name (printed): *Christina ...*

Notary's commission expires: *5/22/88*

(Acknowledgment)



STATE OF TEXAS }
COUNTY OF }

This instrument was acknowledged before me on the _____ day of _____, 19____
by _____

Notary Public, State of Texas
Notary's name (printed):

Notary's commission expires:

(Acknowledgment)

FILED FOR RECORD
AT *4:00* P.M.

STATE OF TEXAS }
COUNTY OF }

This instrument was acknowledged before me on the _____ day of *October*, 19____
by _____

Clerk County Court, Hood County, TX.

Notary Public, State of Texas
Notary's name (printed):

Notary's ~~STATE OF TEXAS~~ }
COUNTY OF HOOD }

I hereby certify that this instrument was FILED on the date *10/27/84* at the time stamped hereon by me and was duly RECORDED on *10/30/84* in the Volume and Page of the real RECORDS of Hood County, Texas, as stamped hereon by me.

STATE OF TEXAS }
COUNTY OF }

This instrument was acknowledged before me on the _____
by _____
of _____
a _____ corporation, on behalf of said corporation.



Christinette ...
County Clerk, Hood County, Texas

Notary Public, State of Texas
Notary's name (printed):

Notary's commission expires:

AFTER RECORDING RETURN TO:

JJB Inv. Inc
377 Plaza Shopping Center Space 1 E.
Granbury TX 76048
Chg ctt 272

PREPARED IN THE LAW OFFICE OF:

David L. Brown