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THE STATE OF TEXAS §  
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

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THAT ALLEN L. McMURREY, of Harris County, Texas, the owner of an undivided One-Fourth (1/4) interest in the hereinafter-described tract and ARTHUR M. FARIS, the owner of an undivided One-Fourth (1/4) interest in the hereinafter-described tract (hereinafter jointly called "Grantors"), for and in consideration of the sum of TEN DOLLARS (\$10.00) cash and other good and valuable consideration to them in hand paid by H. B. HARRIS, JR., TRUSTEE, the receipt and sufficiency of which is hereby acknowledged, and in the further consideration of the execution and delivery by H. B. Harris, Jr. of Two (2) Vendors' Lien Promissory Notes of even date herewith, Vendors' Lien Promissory Note Number One (1) payable to Allen L. McMurrey, and Vendors' Lien Promissory Note Number Two (2) payable to Arthur M. Faris (hereinafter called the "Notes"), each of said Notes bearing interest from date at the rate of Six percent (6%) per annum until maturity; each of said Notes being payable to Grantors in annual installments as therein provided; each of said Notes containing accelerating maturity, default and reasonable attorneys' fees clauses and providing for Ten percent (10%) interest on all past due principal and interest; each of said Notes providing prepayment privileges, without penalty; each of said Notes being secured by a Vendors' Lien herein retained, and being further secured by a Deed of Trust Lien created by and under the terms of a Deed of Trust of even date herewith from H. B. Harris, Jr., Trustee, to Richard F. Bergner, Trustee, covering the interest of Grantors in and to the hereinafter-described tract, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto H. B. HARRIS, JR., TRUSTEE (hereinafter called "Grantee") all of said Grantors' Two (2) undivided One-Fourth

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(1/4) interests in and to the following-described property situated in Harris County, Texas, to wit:

199.304 acres of land, more or less, being all of that certain tract or parcel out of the Daniel O'Neal Survey, Abstract 617, Harris County, Texas, and being a part of a 200 acre tract of land described in deed recorded in Volume 2866, Page 16 of the Deed Records of said County, said 199.304 acre tract being more particularly described by metes and bounds as follows:

Beginning at a "Tee" rail marking the southwest corner of said 200 acre tract from which corner a 24" Red Oak marked X bears S. 69° W., 14.00 feet, said "Tee" rail being the generally recognized common corner of the said Daniel O'Neal Survey and the B. B. B. & C. RR. Survey, Abstract 174, said County, on the east line of the John Schnell Survey, Abstract 741, said County;

Thence, N. 2° 41' 52" W., with common line of said Schnell and O'Neal Surveys, a distance of 3077.88 feet to a 3/4" pinch top iron pipe marking the Northwest corner of said 200 acre tract;

Thence, N. 87° 18' 08" E., a distance of 1629.10 feet to a 5/8" iron in concrete marking the most Northerly Northeast corner;

Thence, S. 2° 39' 49" E., a distance of 1437.15 feet to a 3/4" pinch top iron pipe at fence corner marking an interior corner of said 200 acre tract;

Thence, N. 87° 27' 23" E., a distance of 2183.77 feet to a concrete monument marking the Western right-of-way on Interstate Highway No. 45;

Thence, S. 6° 26' 17" E., with said right-of-way a distance of 304.72 feet to a concrete monument marking the intersection of a non-tangent curve to the right;

Thence, continuing with said right-of-way and with said curve in a southerly direction, the long chord of which bears S. 5° 36' 28" E., 631.99 feet, said curve having a radius of 5577.00 feet, a central angle of 6° 29' 47", a distance of 632.23 feet to a concrete monument marking the end of said curve;

Thence, S. 2° 36' 05" E., continuing with said right-of-way a distance of 705.68 feet to its intersection with the generally recognized common line of said B. B. B. & C. RR. and O'Neal Surveys;

Thence, S. 87° 08' 13" W., with said common line a distance of 1837.45 feet to a 1-1/4" iron pipe and a 2" cast iron pipe marking

the Northwest corner of a 160 acre tract described in a deed recorded in Volume 2873, page 544 of said Deed Records;

Thence, S. 87° 37' 26" W., continuing with said common line a distance of 2025.37 feet to the Place of Beginning (hereinafter called the "Conveyed Property"),

together with all improvements thereon or affixed thereto.

In addition to the reservations and limitations hereinafter set forth, this conveyance is subject to the following easements, reservations, exceptions and limitations:

- (1) That certain right-of-way granted by O. J. Spears, et al, to American Telegraph and Telephone Company, by instrument dated September 21, 1950, recorded in Volume 2170, page 386, of the Deed Records of Harris County, Texas;
- (2) That certain pipe line right-of-way granted by O. J. Spears, et al, to Sinclair Refining Company by instrument dated May 31, 1947, recorded in Volume 1621, page 636 of the Deed Records and defined by instrument by and between Sinclair Pipe Line Company and Percy S. Straus, Jr., dated October 10, 1952, and recorded in Volume 2522, page 62 of the Deed Records of Harris County, Texas;
- (3) A 1/16th non-participating royalty interest in all minerals reserved by O. J. Spears in deed from O. J. Spears, et al, to Percy S. Straus, Jr., recorded in Volume 2491, page 532 of the Deed Records of Harris County, Texas; and
- (4) The terms and conditions of that certain oil, gas and mineral lease dated June 1, 1970, recorded in Volume 2323, page 258 of the Contract Records of Harris County, Texas, from Lula Belle McMurrey, et al, as Lessors, to Inexco Oil Company, as Lessee, covering subject tract.

There is excepted from this conveyance and reserved equally unto Grantors, their heirs, executors and assigns, in addition to all royalties heretofore reserved by prior owners of the Conveyed Property, Two (2) undivided One-Fourth (1/4) interests in One-Sixteenth (1/16th) of all oil, gas and other minerals produced and saved from the Conveyed Property, to be paid or delivered to Grantors, free of cost to Grantors, as follows:

A non-participating royalty which interest shall not participate in the bonuses paid

for any oil, gas or mineral lease covering the Conveyed Property, nor shall it participate in the money rentals which may be paid to extend the time within which a well may be begun under the terms of any lease covering said Conveyed Property; provided, however, it shall not be necessary for the Grantor, his heirs, executors or assigns, to join in the execution of any lease covering the royalty interest hereby reserved, and Grantee shall have the right to lease the Conveyed Property for oil, gas and other minerals; and further provided, however, that all such leases shall provide for royalty in an amount which, after deducting therefrom the royalties outstanding at the time of this conveyance, would be not less than the Two (2) undivided One-Fourth (1/4) royalty interests reserved hereby.

So long as Grantee is not in default in any of the terms and provisions of (1) the Notes hereinabove described; (2) the vendors' lien Note #1, of even date herewith, executed and delivered by Grantee and payable to Mrs. Lula Belle McMurrey, a widow; and (3) the vendors' lien Note #2, of even date herewith, executed and delivered by Grantee and payable to Mrs. Lula Belle McMurrey, Marvin H. McMurrey, Jr., James D. McMurrey, Mrs. Lula Belle Maddox and S. M. O'Brien, Trustees under the will of Marvin H. McMurrey, Deceased; (4) the Deed of Trust hereinabove described; or (5) the deed of trust of even date herewith securing said Note #1 and Note #2 above mentioned, or any one or more of said notes or deeds of trust aforesaid, Grantee shall be entitled to the following partial releases from Grantors or the holder or holders of the Notes, or the liens securing said Notes by virtue of Grantee's cash down payments to Grantors and by virtue of his principal payments and principal prepayments made on said Notes, upon the following terms and conditions:

(1) For each One (1) acre of land for which Grantee shall be entitled to a partial release or releases of such liens of Grantors on account of payments made by Grantee, whether down payment or principal payments or prepayments of principal on the Notes, Grantee shall pay to Grantors the release price of Six Thousand One Hundred Fifty One and 00/100 Dollars (\$6,151.00) principal (as distinguished from any interest payment or payments)

138-29-2375

for each One (1) acre of land or fraction thereof released from such liens of Grantors, including land contained in any streets or easements, which streets and easements are a part of and contained in any platted subdivision of the Conveyed Property or any part thereof, the dedication of which Grantors join in, together with any other streets established or fixed on the Conveyed Property, whether dedicated for public use or not and a part of the Conveyed Property, and whether or not same is contained in any subdivision, which such sum shall be paid to Grantors, One-Half (1/2) of such sum to be paid to Grantor Allen L. McMurrey, or the holder or holders of Vendors' Lien Promissory Note Number One (1), and One-Half (1/2) of such sum to be paid to Grantor Arthur M. Faris, or the holder or holders of Vendors' Lien Promissory Note Number Two (2), which said Notes are hereinabove described.

(2) Grantee shall be given credit for partial releases by virtue of his payment of all required principal payments or prepayments of principal on the Notes as therein provided, which credits may be applied on partial releases at the time the same are earned and requested, or carried forward by Grantee until he elects to use the same and obtain One (1) or more partial releases by virtue of such credit. In connection with any "credits for partial releases" referred to in Section (2) of this paragraph carried forward by Grantee by virtue of his down payment, principal payments or prepayments of principal on the Notes and for which Grantee has not previously been given partial releases, Grantee nevertheless shall be entitled to have partial releases to the extent of such earned credits irrespective of whether or not Grantee is in default under the terms and provisions of either or both of the Notes or the lien instruments securing said Notes or the hereinabove-described Note #1 or Note #2 or the lien instruments securing such notes.

(3) Each released tract shall contain not less than Five (5) acres and shall be in the shape of a square. The first

released tract shall have as its beginning corner the <sup>Southwest</sup> ~~South~~ corner of the Conveyed Property, and the West line of the first released tract shall be the West boundary line of the Conveyed Property and the South line of the first released tract shall be the South boundary line of the Conveyed Property, and in connection therewith, each subsequent released tract shall continue in a Northerly or Easterly direction in such a manner so that each released tract shall have as its West line the West boundary line of the Conveyed Property or the East boundary line of a tract previously released, and shall have as its South line the South boundary line of the Conveyed Property or the North boundary line of a previously released tract.

(4) Subject to the provisions and conditions of the next succeeding Section (5) of this paragraph, Grantee shall be entitled to have means of ingress to and egress from any released portion of the Conveyed Property to and from Interstate 45 (also known as U. S. Highway 75) only over and along a Sixty foot (60') strip of land running adjacent to and along the South boundary line of such Conveyed Property, such Sixty Foot (60') strip of land to have as its South line the South boundary line of the Conveyed Property and as its North line a line parallel to the South boundary line of such Conveyed Property a distance of Sixty feet (60') from said South boundary line, it being specifically agreed and understood by Grantors and Grantee that the use of such Sixty foot (60') strips of land shall be restricted to roadway purposes only. Grantee shall notify each of Grantors in writing of his desire to use said Sixty foot (60') strips of land and to have same released from Grantors' liens thereon, and, coincident with delivery of such notice, Grantee shall furnish to each of Grantors a survey plat of said Sixty foot (60') strips of land in accordance with Section (5) of this paragraph. At the time of the execution and delivery by Grantors to Grantee of the necessary instrument or instruments reflecting Grantors' agreement to release such Sixty foot (60') strips of land, Grantee

138-29-2377

shall pay to Grantors the release price of Six Thousand One Hundred Fifty One and 00/100 Dollars (\$6,151.00) principal for each One (1) acre of land or fraction thereof contained in said Sixty foot (60') strips of land, One-Half (1/2) of such sum to be paid to Grantor, Allen L. McMurrey, or the holder or holders of Vendors' Lien Promissory Note Number One (1), and One-Half (1/2) of such sum to be paid to Grantor, Arthur M. Faris, or the holder or holders of Vendors' Lien Promissory Note Number Two (2), which said Notes are hereinabove described, same to be credited upon said Notes in the manner therein provided.

(5) Grantee shall furnish, at his sole expense, a survey plat of each tract to be released hereunder, prepared by a competent, licensed Registered Surveyor acceptable to each of Grantors or the holder or holders of the Notes, a metes and bounds description of each tract to be released hereunder based upon such survey, and a certificate from the surveyor certifying the number of acres contained in each tract to be released hereunder. Said plat and certificate shall contain and reflect the number of acres contained in any streets and easements which are a part of and contained in any platted subdivision, together with any other streets and easements, whether or not dedicated for public use and a part of said property above described and whether or not same is contained in any subdivision.

(6) The cost and expense for preparing and providing instruments reflecting and effecting such partial releases shall be borne solely by Grantee.

(7) (a) Grantors agree to join as mortgagees in the dedication and subordination, as necessary, for the dedication of any streets, roadways and easements for public utilities within the Conveyed Property in connection with any subdivision or subdivisions of said Conveyed Property subdivided by Grantee for residential or commercial purposes. Coincident with and as a condition for Grantors being required to join in or joining in the dedication of any subdivision and the dedication of any streets

138-29-2378

and easements and whether or not same are for public use and whether or not same is contained in any subdivision, Grantee shall first pay to Grantors the release price of Six Thousand One Hundred Fifty One and 00/100 Dollars (\$6,151.00) principal for each One (1) acre of land or fraction thereof of the Conveyed Property contained in such dedicated tract or tracts, One-Half (1/2) of such sum to be paid to Grantor Allen L. McMurrey, or the holder or holders of Vendors' Lien Promissory Note Number One (1), and One-Half (1/2) of such sum to be paid to Grantor Arthur M. Faris, or the holder or holders of Vendors' Lien Promissory Note Number Two (2), same to be credited upon said Notes in the manner therein provided; and in connection with the provisions of this Section (7) (a) and as a condition thereof, Grantee shall be required, at his cost and expense, to furnish the same surveying information as provided in Section (5) of this paragraph.

(b) Further, in the event that it is legally required that Grantors, as mortgagees, consent to or join in the creation of or annexation to water districts or sewer disposal and drainage systems and districts covering or including the Conveyed Property or any part thereof, then Grantors agree to consent thereto on the condition that neither of Grantors will incur or be obligated to pay any cost or expense of any kind or character in connection therewith and that any such cost or expense (including, but not limited to, attorneys' fees) which may be incurred by either of Grantors in connection with such consent or joinder will be paid for and borne by Grantee, and upon the further consideration that in the event that it is legally required or necessary that any of the Conveyed Property be dedicated as easements in connection with the operation of said water districts, sewer disposal and drainage systems and districts or that any of the Conveyed Property be used for the construction and operation of water or sewer plants or any improvements or equipment in connection with said operation of said districts or systems, or any of them, that the

138-29-2379



amount of acreage contained in said easements or any part of the Conveyed Property used in connection with the construction and operation of any plants or equipment required in connection with the operation of said districts or systems, or any of them, be determined at Grantee's sole cost by a competent, licensed Registered Surveyor acceptable to each of Grantors, and before Grantors will be required or obligated to consent to or join in the creation or annexation aforesaid or to subordinate their liens to same, Grantors shall be paid the release price of Six Thousand One Hundred Fifty One and 00/100 Dollars (\$6,151.00) principal for each One (1) acre or fraction thereof of the Conveyed Property contained in such dedicated tract or tracts, One-Half (1/2) of such sum to be paid to Grantor Allen L. McMurrey, or the holder or holders of Vendors' Lien Promissory Note Number One (1), and One-Half (1/2) of such sum to be paid to Grantor Arthur M. Faris, or the holder or holders of Vendors' Lien Promissory Note Number Two (2), which said Notes are hereinabove described, same to be credited upon said Notes in the manner therein provided.

(8) In reference to and in connection with the provisions contained in Section (1) through (7) of this paragraph, in the event that Grantors or the holder or holders of the Notes should grant partial releases of the liens securing said Notes upon terms and conditions different from or at a variance with the terms and conditions and provisions herein provided in said Sections (1) through (7), same shall not constitute a release or waiver of any of the terms and provisions of said Sections (1) through (7) in connection with or in reference to any subsequent partial releases to which Grantee may thereafter have the right or be entitled to have granted to him, but each and all of said provisions of said Sections (1) through (7) shall remain in full force and effect and enforceable in connection with and in reference to any subsequent releases to which Grantee may thereafter be or become entitled.

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TO HAVE AND TO HOLD, subject to the exceptions, easements, reservations and limitations hereinabove set forth, the Conveyed Property together with all improvements situated thereon or affixed thereto and all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, forever; and Grantors do hereby bind themselves, their heirs, executors and assigns, to warrant and forever defend all and singular unto Grantee, his successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof insofar as, but only insofar as, the respective hereinabove-reflected undivided interests of Grantors in and to the Conveyed Property together with all improvements situated thereon or affixed thereto is hereby conveyed, it being agreed and understood that the warranty of Grantor Allen L. McMurrey shall cover and include only his undivided One-Fourth (1/4) interest, and that the warranty of Grantor Arthur M. Faris shall cover and include only his undivided One-Fourth (1/4) interest. It is expressly agreed that a Vendors' Lien, as well as superior title in and to the Conveyed Property together with all improvements situated thereon or affixed thereto, is hereby reserved and retained by each of Grantors until the Notes and all interest payable or to be paid thereon have been paid in full under the terms thereof, at which time this conveyance shall become absolute. Grantors further warrant that all taxes on the respective interests of Grantors in the Conveyed Property have been paid down to and including the year 1970, and taxes for the year 1971 have been prorated by and between Grantors and Grantee; and Grantee assumes and agrees to pay all taxes assessed against the Conveyed Property for said year 1971 and all subsequent years.

EXECUTED on this the 30<sup>th</sup> day of December, 1971.

Allen L. McMurrey  
Allen L. McMurrey

Arthur M. Faris  
Arthur M. Faris

138-29-2381

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared ALLEN L. McMURREY, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 30<sup>th</sup> day of December, 1971.

ANNIE E. EDMONDS  
Notary Public in and for Harris County, Texas  
My Commission Expires June 1, 1973

*Annie E. Edmonds*  
Notary Public in and for  
Harris County, Texas

138-29-2382

THE STATE OF TEXAS §

COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared ARTHUR M. FARIS, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 30<sup>th</sup> day of December, 1971.

ANNIE E. EDMONDS  
Notary Public in and for Harris County, Texas  
My Commission Expires June 1, 1973

*Annie E. Edmonds*  
Notary Public in and for  
Harris County, Texas

RETURN TO  
AMERICAN TITLE COMPANY  
HARRIS COUNTY ABSTRACT CO.  
3RD FLOOR NIELS ESPERSON BLDG.  
HOUSTON, TEXAS 77002

GF 193461

JHS/BA