

WARRANTY DEED WITH VENDOR'S LIEN

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER 'S LICENSE NUMBER.

Effective Date: April 23, 2015

Grantor: VALULAND PROPERTIES, LTD., a Texas limited partnership

Grantee: ROGELIO BIVIAN GUZMAN, a married man

Grantee's Mailing Address (including County):

3122 Lorikeet Street
Spring, Texas 77373

Consideration:

TEN DOLLARS (\$10.00) and other valuable consideration;

AND THE FURTHER CONSIDERATION of the execution and delivery by the Grantee herein of one certain Promissory Note of even date herewith in the principal sum of FORTY-SIX THOUSAND EIGHT HUNDRED SIXTY-SIX AND 00/100 DOLLARS (\$46,866.00), payable to the order of said Grantor, in payment of part of the purchase price of the property herein conveyed which note is payable as therein provided; which note contains the usual acceleration of maturity, 10% attorney's fees and default clauses; and in addition to the vendor's lien retained herein in favor of Grantor herein, securing its payment, the Grantee herein has executed a Deed of Trust of even date with said note to C. Scott Mann Jr., as Trustee.

Property (including any improvements):

A 10.124 acre tract of land, more or less, situated in the Richard Bankhead Survey, A-70, and G. Fry Survey, A-385, San Jacinto County, Texas and being more particularly described by metes and bounds description attached as Exhibit "A" attached hereto and made a part hereof.

Reservations from and Exceptions to Conveyance and Warranty:

- a) For Grantor and Grantor's heirs, successors, and assigns forever, a reservation of all oil, gas, and other minerals in and under and that may be produced from the Property. If the mineral estate is subject to existing production or an existing lease, this reservation includes the production, the lease, and all benefits from it.
- b) All restrictions, reservations and easements of record affecting the herein described property, together with the specific restrictions attached as Exhibit "B."
- c) Grantee, by acceptance hereof, expressly acknowledges that Grantee is buying the herein described property in its "AS IS" condition with all faults, known or unknown, and that Grantee has relied solely upon its independent investigation of the physical condition of the property.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors or assigns forever. Grantor hereby binds Grantor and Grantor's successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs,

executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

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

BUYER HEREBY AKNOWLEDGES THAT ALL OR PART OF THE SUBJECT PROPERTY MAY LIE WITHIN A FEMA-DESIGNATED FLOOD ZONE A, AND AS SUCH MAY BE SUBJECT TO FLOODING.

BUYER FURTHER ACKNOWLEDGES THAT SUBJECT PROPERTY MAY BE SUBJECT TO CERTAIN ROLLBACK TAXES.

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

VALULAND PROPERTIES, LTD.

✓ By: W. Tim Edgar
W. Tim Edgar, President

Accepted by: _____
Rogelio Bivian Guzman

STATE OF TEXAS §

COUNTY OF Jefferson §

This instrument was acknowledged before me this 23rd day of April, 2015, by W. Tim Edgar on behalf of VALULAND PROPERTIES, LTD., a Texas limited partnership.

Melissa G. Stansbury
Notary Public, State of Texas

After recording, return to:

Valuland Properties, Ltd.
P.O. Box 7843
Beaumont, Texas 77706



executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

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

VALULAND PROPERTIES, LTD.

✓By: _____
W. Tim Edgar, President

Accepted by: Rogelio Bivian Guzman
Rogelio Bivian Guzman

STATE OF TEXAS §

COUNTY OF _____ §



This instrument was acknowledged before me this _____th day of _____, 2015, by W. Tim Edgar on behalf of **VALULAND PROPERTIES, LTD.**, a Texas limited partnership.

Notary Public, State of Texas

After recording, return to:

Valuland Properties, Ltd.
P.O. Box 7843
Beaumont, Texas 77706

FIELDNOTE DESCRIPTION

State of Texas

County of San Jacinto

TRACT 10

Being 10.124 acres of land situated in the Richard Bankhead Survey, A-70 (9.091 acres), and the George Fry Survey, A-385 (1.033 acres), San Jacinto County, Texas, and being a part of the 123.069 acres described in deed to Valuland Properties, Ltd. recorded under Clerk's File No. 10-3314, Page 13519 of the San Jacinto County Official Public Records, and this 10.124 acre tract being more particularly described by metes and bounds as follows:

Beginning at a 1/2" iron rod set marking the west common corner between the herein described 10.124 acre tract and the 11.973 acre tract surveyed this date out of said 123.069 acres located on west line of said 123.069 acres, same being the east right of way line of Waterwood Parkway [a public roadway of varying widths over and through Waterwood], said point bears S 22° 39' 55" W 1,445.70 ft. from the northwest corner of said 123.069 acres;

Thence N 83° 35' 23" E 961.87 ft. along the common line between the herein described 10.124 acre tract and said 11.973 acre tract, to a 1/2" iron rod set marking the east common corner between said tracts and the west common corner between a 0.402 acre tract described in Exhibit A in deed to Waterwood Municipal Utility District No. 1 recorded in Volume 155, Page 376 of the San Jacinto County Deed Records and a 13.273 acre tract surveyed out of said 123.069 acres, located within the margins of the 25 ft. wide utility easement granted to Sam Houston Electric Cooperative, Inc. recorded in Volume 185, Page 489 of said Deed Records and to Waterwood Municipal Utility District No. 1 recorded in Volume 155, Page 370 of said Deed Records, and also being within the margins of a dirt road;

Thence S 08° 49' 47" E 608.35 ft. along the common line between the herein described 10.124 acre tract and said 11.623 acre tract, within the margins of said 25 ft. wide utility easement, and along said dirt road, to a 1/2" iron rod set marking the south common corner between said tracts, same being the north common corner between a 10.837 acre tract and a 10.430 acre tract also surveyed out of said 123.069 acres;

Thence S 82° 15' 11" W 771.22 ft. along the common line between the herein described 10.124 acre tract and said 10.837 acre tract, to a 1/2" iron rod set marking the west common corner between said tracts, located on a western line of said 123.069 acres, same being the east right of way line of East Brandle Drive [a public roadway over and through Greentree Village of Waterwood, Unit XI-A, a subdivision in said San Jacinto County, as shown on the plat or map thereof recorded in Volume 5, Page 7 of the San Jacinto County Plat Records];

Page 2 of 2
10.837 Acres

Thence N 22° 45' 56" E 307.10 ft. along a western line of said 123.069 acres, same being the east right of way line of said East Brandle Drive, to a 1/2" iron rod set marking the P.C. of a curve to the right;

Thence 54.98 ft. in a northeasterly direction along a western line of said 123.069 acres and the east right of way line of said East Brandle Drive in said curve to the right having a central angle of 90° 00' 00", the radius being 35.00 ft. and the chord bears N 67° 45' 56" E 49.50 ft. to a 1/2" iron rod set marking the P.T. of said curve, said point being the terminal point of the southwest right of way line of Golden Drive [a 64 ft. wide roadway in said Greentree Village of Waterwood, Unit XI-A] and an interior corner of said 123.069 acres;

Thence N 22° 45' 56" E 64.00 ft. along a western line said 123.069 acres, same being the most eastern right of way line of Golden Drive, to a 1/2" iron rod set marking an interior corner of said 123.069 acres and the terminal point of the northeast right of way line of said Golden Drive;

Thence N 67° 14' 04" W 494.14 ft. along a southwest line of said 123.069 acres, same being the northeast right of way line of said Golden Drive, to a 1/2" iron rod set marking the P.C. of a curve in said right of way line;

Thence 54.72 ft. in a northerly direction along a western line of said 123.069 acres and the east right of way line of said East Brandle Drive in said curve to the right having a central angle of 89° 35' 06", the radius being 35.00 ft. and the chord bears N 22° 26' 31" W 49.50 ft. to the P.T. of said curve located on the southeast right of way line of said Waterwood Parkway, said point being the place of beginning and containing within these bounds 10.124 acres of land as shown on a plat prepared in December, 2009.

Bearings for this survey are based on the plat of Greentree Village of Waterwood, Unit XI-A recorded in Volume 5, Page 7 of the San Jacinto County Plat Records.

The above description was prepared in March, 2014, from an actual and accurate survey made on the ground under my supervision in December, 2009, and same is true and correct to the best of my knowledge and belief.

Geophysical Land Services / ESM Surveying

Texas Surveying Firm Registration No. 10076100

3205 US Highway 59 North Livingston, Texas 77351 Ph: 936-327-4296

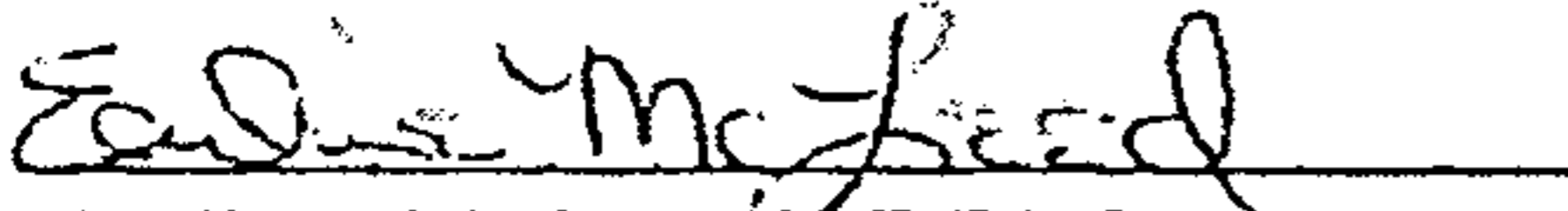

Earline McLeod, RPLS
No. 5774, Texas



EXHIBIT "A"
PAGE 2 OF 

Tract 10

SUBSTANCE OF RESTRICTIVE COVENANTS
TO RUN WITH THE LAND
EXHIBIT "H"

1. The tracts in _____ County, Texas, _____ shall be used for the purpose of private, single family residences. No multi-family residences (e.g. apartments or duplexes) or commercial use shall be permitted.
2. No more than one dwelling shall be permitted to remain on the Property.
3. No building or structure shall be erected within fifty (50') feet of the front property lines, within ten (10') feet of the side lines or within ten (10') feet of the back property lines of any tract or lot.
4. No structures shall be erected or placed on any tract unless built of solid permanent materials with pleasing exterior. No structures shall have tarpaper, rolled brick siding or similar material on the outside walls. Outside materials for pitched roofs shall be asphalt shingles or their equivalent in permanency.
5. Sewage disposal systems shall be of a type approved or recommended by the State of Texas and at all times maintained in a proper condition.
6. The exterior of any structure constructed on any tract shall be "dried in" within 6 months from the date of commencement of construction. As used, "dried in" means that the outside exterior of the building must have the appearance of a completed building.
7. Dwellings shall contain not less than 1500 square feet of living area, exclusive of porches and garages. Every building constructed or placed on any lot shall be of new construction. Old houses are expressly prohibited from being moved onto the Property.
8. The foundation under the living area of each single-family residential dwelling (exclusive of screened porches, terraces, driveways, garages, (or other covered parking facility and other out buildings) shall be made of concrete or any other material that may be produced in the future, which was the same appearance and properties of concrete. Chain wall foundations will be acceptable where needed.
9. Fencing shall be permitted on property lines, but it should be noted that there is a utility easement on all sides of tracts. Any fencing shall be done in a neat, orderly and professional manner.
10. Easements for access, installation and maintenance of utilities and drainage facilities are reserved for a distance of ten (10') feet on all sides of the Property. Any damage to fencing or improvements caused, directly or indirectly, during access to, use of or maintenance of the easements is strictly the responsibility of the owner of the Property.
11. The owner of the Property may camp or erect a tent or camper on his lot for temporary use not to exceed a period of fourteen (14) days during a calendar year.
12. No tents or campers, trailers or other vehicles shall be used on any of the property for residential purposes on a permanent basis. No pre-manufactured, modular trailer or any other structure not built on site shall be permitted. No Jim Walters type of home or other comparable types of homes shall be permitted.
13. Livestock or poultry shall be permitted if properly caged and maintained. Saddle stock and cattle will be permitted at the rate of one (1) head per 1/2 acre, maximum. Dogs, cats and other household pets shall be permitted at the rate of one (1) head per 1/2 acre. Hogs or swine shall be permitted only on lots of four (4) acres or larger in size at the rate of one (1) head per acre.
14. No portion of the land shall be used as a dumping ground for rubbish or trash, and the land shall be kept clean and free of any boxes, rubbish, trash, junk vehicles (which is meant to include any non-operative vehicle) or any other unsightly items incompatible with residential usage. No outside toilet or privy shall be erected or maintained on the land.
15. No portion of the property shall be used in a manner that adversely affects adjoining property owners or creates an annoyance or nuisance to other property owners. This shall include noise pollution such as barking dogs, loud music, or any animal or fowl that causes a nuisance.
16. All tracts shall be kept in a clean and orderly condition at all times, and all trash, garage and other waste shall be kept in sanitary containers to the rear of the dwelling. Waste placed by the roadway for pickup shall be in disposable containers.
17. For a period of fifteen (15) years, the Property shall not be further subdivided into tracts of less than five (5) acres.
18. All dwellings and buildings must be placed parallel or perpendicular to the front property lines.
19. No sign of any kind shall be displayed in public view on any tract, except customary name and address signs and lawn signs of not more than three square feet in size advertising a property for sale or rent.
20. If the owner of the land shall violate any of the provisions of these restrictive covenants, any owner governed by these conditions or covenants herein shall be entitled to prosecute any proceedings at law or in equity against the person or

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persons violating or attempting to violate any such covenant and either prevent him or them from so doing or to recover damages or other dues for such violation, or both.

21. Invalidation of any one or more of these covenants and restrictions by judgment of any Court shall in no wise affect any of the other covenants, restrictions and provisions herein contained, which shall remain in full force and effect.

22. The provisions hereof shall run with the land and be binding for a period of fifteen (15) years from the date hereof, at which time, all provisions shall be automatically extended for successive periods of ten (10) years each, unless prior to expiration of any such period, the then owners of 60% of the acreage tracts shall have executed and recorded an instrument changing the provisions herein.

BUYER INITIALS:	<i>[Handwritten Signature]</i>
DATE:	_____

Filed for Record in:
San Jacinto County

On: Apr 28, 2015 at 12:11P

As a
Recording

Document Number: 20151918

Amount 45.00

Receipt Number - 4592

By:
Kristina Perry

STATE OF TEXAS
COUNTY OF SAN JACINTO
I, Dawn Wright hereby certify that this instrument was filed in number sequence on the date and time hereon by me, and was duly recorded in the OFFICIAL PUBLIC RECORDS of San Jacinto County, Texas as stamped hereon by me on

Apr 28, 2015

Dawn Wright, County Clerk
San Jacinto County, Texas

EXHIBIT "B"
PAGE 2 OF 2