



**Development Services Department  
Land Status Determination  
Legal Tract Platting Exception  
Certification**

**October 21, 2019**

**File Number: C8I-2019-0264**

**Address: 3306 FERGUSON LN**

**Tax Parcel I.D. #0234310412 Tax Map Date: 10/21/2019**

The Watershed Protection and Development Review Department has determined that the property described below and **as shown on the attached tax map:**

Is a **LEGAL TRACT** consisting of **12.55 acres of land out of the W. S. Hotchkiss Survey No. 32, Abstract No. 374**, created prior to **Jul 19, 1951** (Grandfather Date) as evidenced by deed recorded in Volume **750**, Page **554** of the **Travis** County Deed Records on **Jan 12, 1945** being the same property as currently described in deed recorded in **Document #2018197064** of the **Travis** County Deed Records on **Dec 21, 2018** and is eligible to receive utility service.

Additional Notes/Conditions:  
**NONE**

This determination of the status of the property is based on the application of Chapter 212, Municipal Regulation of Subdivision and Property Development, Texas Local Government Code; and the City of Austin Land Development Code, Chapter 25-4, Subdivision. Recognition hereby does not imply approval of any other portion of the City Code or any other regulation.

By: Michelle Casillas  
**Michelle Casillas, Representative of the Director  
Development Services Department**

**Map Attachment**



Property Identification #: 236631

Property Information: 2020

Owner Identification #: 1588138

Geo ID: 0234310412  
Situs Address:  
Property Type: Real  
State Code: A2

Legal: ABS 374 SUR 32  
Description: HOTCHKISS W S ACR  
11.75  
Abstract: A0374  
Neighborhood: CACRE  
Appraised Value: N/A  
Jurisdictions: 68, 0A, 2J, 57, 03, 34

Name: G3 EXHIBITS LLC  
Exemptions:  
DBA: Null



Travis CAD Map Search

This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The Travis County Appraisal District expressly disclaims any and all liability in connection herewith.





## CITY OF AUSTIN

### Development Services Department

One Texas Center | Phone: 512.978.4000

505 Barton Springs Road, Austin, Texas 78704

## Land Status Determination Application

This application is a fillable PDF that can be completed electronically. To ensure your information is saved, [click here to Save](#) the form to your computer, then open your copy and continue.

The Tab key may be used to navigate to each field; Shift + Tab moves to the previous field. The Enter key activates links, emails, and buttons. Use the Up & Down Arrow keys to scroll through drop-down lists and check boxes, and hit Enter to make a selection.

The application must be complete and accurate prior to submittal.

All information is required (if applicable).

### For Office Use Only

Grandfather/Exception Date: \_\_\_\_\_

Application Accepted By: \_\_\_\_\_

Case Manager: \_\_\_\_\_

☒ Legal Tract (Grandfather)

☐ 1987 Rule Exception

☐ Health/Safety Exception

☐ Other

☐ 1995 Rule Exception

☐ Five-Acre Exception

### Section 1: Property Information

Tax Parcel Identification Number: 236630 & 236631 Geo ID# 0234310412

Location Address: 3306 Ferguson Lane, Austin, TX 78754

Subdivision Name: \_\_\_\_\_

Whole Lot #s: \_\_\_\_\_ Partial Lot #s: \_\_\_\_\_ Block #s: \_\_\_\_\_

Plat Book: \_\_\_\_\_ Page: \_\_\_\_\_ County: \_\_\_\_\_

— OR if no subdivision —

Acres: 12.55 Out of (survey): W.S. Hotchkiss No. 32 In (county): Travis



## Section 2: Deed Information

Deed conveying tract to current owner is filed for Record in (if no Volume/Page, use Document No.):

Volume \_\_\_\_\_ Page \_\_\_\_\_ or Doc# \_\_\_\_\_ County \_\_\_\_\_ Date \_\_\_\_\_

Deed pre-dating (grandfather date or exception date) is filed for Record in:

Volume \_\_\_\_\_ Page \_\_\_\_\_ or Doc# \_\_\_\_\_ County \_\_\_\_\_ Date \_\_\_\_\_

## Section 3: Applicant/Agent Information

Applicant Name: Will Parnell, P.E.  
Firm: Parnell Engineering  
Applicant Mailing Address: 2709 Melba Pass  
City: Cedar Park State: TX Zip: 78613  
Email: will.parnell.ce@gmail.com Phone 1: 512.431.8411 Type 1: Select  
Phone 2: \_\_\_\_\_ Type 2: Select Phone 3: \_\_\_\_\_ Type 3: Select

## Section 4: Owner Information

☐ Same as Applicant Owner Name: Scott Amerie  
Firm: ~~Xtremexhibits~~ G3 Exhibits, LLC  
Owner Mailing Address: ~~9201 Metric Blvd~~ 304 Buckeye Trail 78746  
City: Austin State: TX Zip: ~~78758~~  
Email: scott.amerie@xtremexhibits.com Phone 1: 512.832.1921 Type 1: Select  
Phone 2: \_\_\_\_\_ Type 2: Select Phone 3: \_\_\_\_\_ Type 3: Select

## Section 5: Signature

[Signature] 10 16 2019  
Applicant Signature Month Day Year  
Bryan Acuff for Will Parnell

**SAVE**





# Travis CAD

## Property Search > 236631 G3 EXHIBITS LLC for Year 2019

Tax Year: 2019

### Property

#### Account

Property ID: 236631 Legal Description: ABS 374 SUR 32 HOTCHKISS W S ACR 11.75  
Geographic ID: 0234310412 Zoning:  
Type: Real Agent Code: ID:1755939  
Property Use Code:  
Property Use Description:

#### Protest

Protest Status:  
Informal Date:  
Formal Date:

#### Location

Address: 3306 FERGUSON LN Mapsco:  
TX 78754  
Neighborhood: CACRE Map ID: 023431  
Neighborhood CD: \_CACRE

#### Owner

Name: G3 EXHIBITS LLC Owner ID: 1588138  
Mailing Address: 304 BUCKEYE TR % Ownership: 100.000000000000%  
AUSTIN , TX 78746-4422  
Exemptions:

### Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$230	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$57,575	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
<hr/>			
(=) Market Value:	=	\$57,805	
(-) Ag or Timber Use Value Reduction:	-	\$0	
<hr/>			
(=) Appraised Value:	=	\$57,805	
(-) HS Cap:	-	\$0	
<hr/>			
(=) Assessed Value:	=	\$57,805	

### Taxing Jurisdiction

Owner: G3 EXHIBITS LLC  
% Ownership: 100.000000000000%  
Total Value: \$57,805

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
03	TRAVIS COUNTY	0.354200	\$57,805	\$57,805	\$204.74



0A	TRAVIS CENTRAL APP DIST	0.000000	\$57,805	\$57,805	\$0.00
2J	TRAVIS COUNTY HEALTHCARE DISTRICT	0.105221	\$57,805	\$57,805	\$60.82
34	MANOR ISD	1.515000	\$57,805	\$57,805	\$875.74
57	TRAVIS CO ESD NO 4	0.100000	\$57,805	\$57,805	\$57.81
68	AUSTIN COMM COLL DIST	0.104800	\$57,805	\$57,805	\$60.58
Total Tax Rate:		2.179221			
				Taxes w/Current Exemptions:	\$1,259.69
				Taxes w/o Exemptions:	\$1,259.70

## Improvement / Building

**Improvement #1:** MOHO SINGLE REAL **State Code:** A2 **Living Area:** 720.0 sqft **Value:** \$230

Type	Description	Class CD	Exterior Wall	Year Built	SQFT
1ST	1st Floor	MH - 2		1969	720.0
041	GARAGE ATT 1ST F	WM - 1		1969	638.0
121	WATER/SEWER INF	INF - *		1969	1.0
581	STORAGE ATT	WW - 2-		1969	682.0

## Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	LAND	Land	11.7500	511830.00	0.00	0.00	\$57,575	\$0

## Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2020	N/A	N/A	N/A	N/A	N/A	N/A
2019	\$230	\$57,575	0	57,805	\$0	\$57,805
2018	\$218	\$57,575	0	57,793	\$0	\$57,793
2017	\$233	\$57,575	0	57,808	\$0	\$57,808
2016	\$233	\$57,575	0	57,808	\$0	\$57,808
2015	\$233	\$57,575	0	57,808	\$0	\$57,808

## Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	12/21/2018	WD	WARRANTY DEED	BOHN JOHN WILLIAM &	G3 EXHIBITS LLC			2018197063
2	6/26/1998	MS	MISCELLANEOUS	FRADY HELEN B & JOHN W BOHN	BOHN JOHN WILLIAM &	13217	00070	
3	12/27/1990	WD	WARRANTY DEED	BOHN JOHANNES	FRADY HELEN B & JOHN W BOHN	11344	00796	

**Questions Please Call (512) 834-9317**

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# Travis CAD

Property Search > 236630 G3 EXHIBITS LLC for Year 2019

Tax Year: 2019

## Property

### Account

Property ID:	236630	Legal Description:	ABS 374 SUR 32 HOTCHKISS W S ACR 1.0000
Geographic ID:	0234310412	Zoning:	
Type:	Real	Agent Code:	ID:2094
Property Use Code:			
Property Use Description:			

### Protest

Protest Status:  
Informal Date:  
Formal Date:

### Location

Address:	3306 FERGUSON LN TX 78754	Map ID:	023431
Neighborhood:	CACRE		
Neighborhood CD:	_CACRE		

### Owner

Name:	G3 EXHIBITS LLC	Owner ID:	1588138
Mailing Address:	304 BUCKEYE TR AUSTIN , TX 78746-4422	% Ownership:	100.000000000000%
		Exemptions:	

## Values

(+) Improvement Homesite Value:	+	\$0	
(+) Improvement Non-Homesite Value:	+	\$0	
(+) Land Homesite Value:	+	\$0	
(+) Land Non-Homesite Value:	+	\$11,500	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	\$0	\$0
(+) Timber Market Valuation:	+	\$0	\$0
<hr/>			
(=) Market Value:	=	\$11,500	
(-) Ag or Timber Use Value Reduction:	-	\$0	
<hr/>			
(=) Appraised Value:	=	\$11,500	
(-) HS Cap:	-	\$0	
<hr/>			
(=) Assessed Value:	=	\$11,500	

## Taxing Jurisdiction

Owner: G3 EXHIBITS LLC  
% Ownership: 100.000000000000%  
Total Value: \$11,500



Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
03	TRAVIS COUNTY	0.354200	\$11,500	\$11,500	\$40.73
0A	TRAVIS CENTRAL APP DIST	0.000000	\$11,500	\$11,500	\$0.00
2J	TRAVIS COUNTY HEALTHCARE DISTRICT	0.105221	\$11,500	\$11,500	\$12.10
34	MANOR ISD	1.515000	\$11,500	\$11,500	\$174.23
57	TRAVIS CO ESD NO 4	0.100000	\$11,500	\$11,500	\$11.50
68	AUSTIN COMM COLL DIST	0.104800	\$11,500	\$11,500	\$12.05
Total Tax Rate:		2.179221			
Taxes w/Current Exemptions:					\$250.61
Taxes w/o Exemptions:					\$250.61

### Improvement / Building

No improvements exist for this property.

### Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	LAND	Land	1.0000	43560.00	0.00	0.00	\$11,500	\$0

### Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2019	\$0	\$11,500	0	11,500	\$0	\$11,500
2018	\$0	\$5,750	0	5,750	\$0	\$5,750
2017	\$0	\$5,750	0	5,750	\$0	\$5,750
2016	\$0	\$5,750	0	5,750	\$0	\$5,750
2015	\$0	\$5,750	0	5,750	\$0	\$5,750
2014	\$0	\$4,025	0	4,025	\$0	\$4,025

Questions Please Call (512) 834-9317

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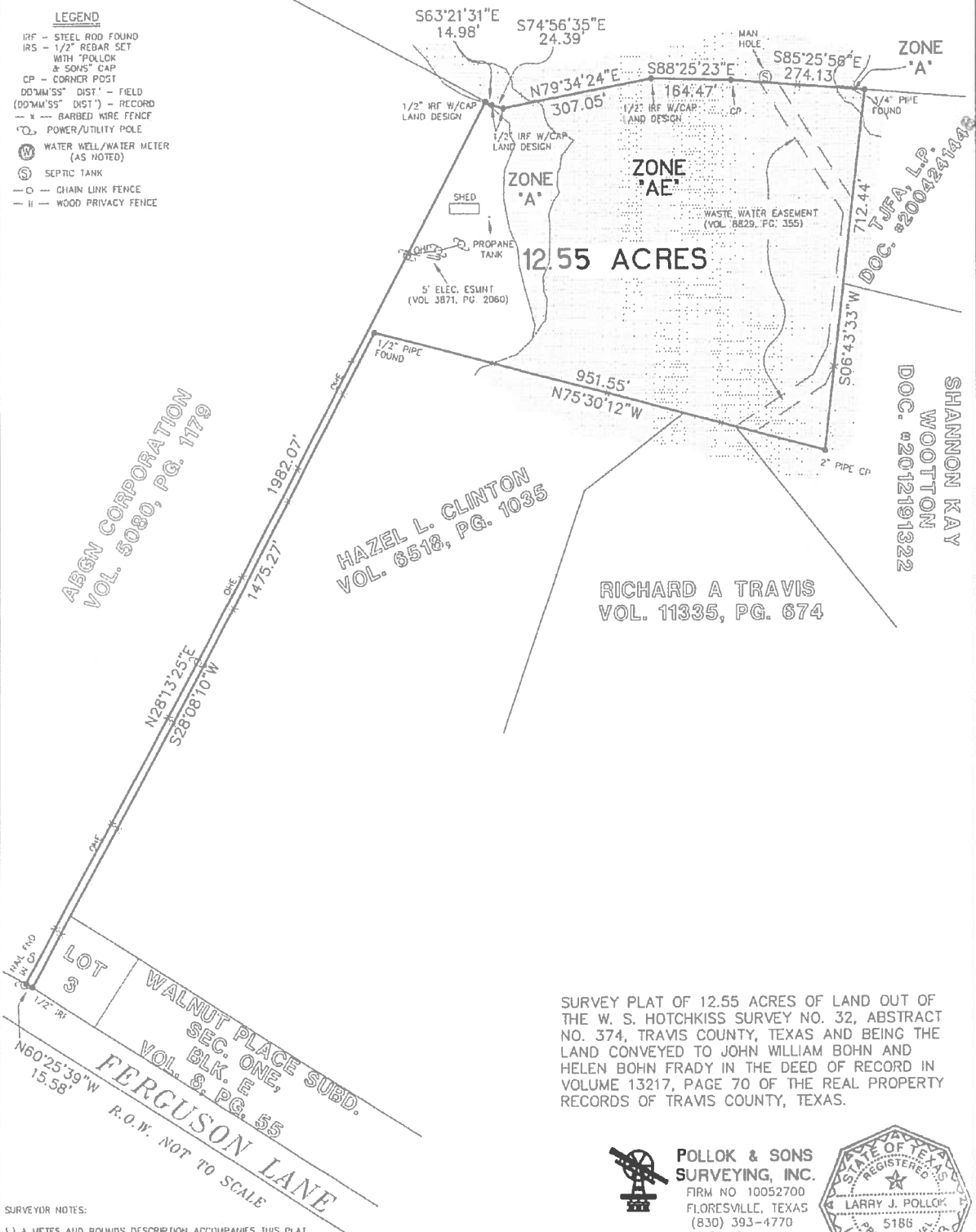
W. S. HOTCHKISS NO. 32  
ABSTRACT NO. 374

WALNUT CREEK PARTNERSHIP  
DOC. #2016161140

SCALE 1" = 200'

LEGEND

- IRF - STEEL ROD FOUND
- IRS - 1/2" REBAR SET WITH "POLLOCK & SONS" CAP
- CP - CORNER POST
- DD/M/SS" DIST. - FIELD
- (DD/M/SS" DIST.) - RECORD
- x - BARBED WIRE FENCE
- PO - POWER/UTILITY POLE
- W - WATER WELL/WATER METER (AS NOTED)
- S - SEPTIC TANK
- O - CHAIN LINK FENCE
- II - WOOD PRIVACY FENCE



SURVEY PLAT OF 12.55 ACRES OF LAND OUT OF THE W. S. HOTCHKISS SURVEY NO. 32, ABSTRACT NO. 374, TRAVIS COUNTY, TEXAS AND BEING THE LAND CONVEYED TO JOHN WILLIAM BOHN AND HELEN BOHN FRADY IN THE DEED OF RECORD IN VOLUME 13217, PAGE 70 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS.



POLLOCK & SONS  
SURVEYING, INC.

FIRM NO. 10052700  
FLORESVILLE, TEXAS  
(830) 393-4770

STATE OF TEXAS  
COUNTY OF TRAVIS

I HEREBY CERTIFY THAT THE ABOVE PLAT REPRESENTS AN ACTUAL SURVEY MADE ON THE GROUND BY PEOPLE WORKING UNDER MY DIRECT SUPERVISION

THIS 27TH DAY OF NOVEMBER 2018 A.D.

LARRY J. POLLOCK

R.P.L.S. NO. 5186

© 2018 ALL RIGHTS RESERVED

JOB NO. 18-0493

SURVEYOR NOTES:

- 1) A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS PLAT
- 2) THE BASIS OF THE HEARING SYSTEM IS NAD83, TEXAS SOUTH CENTRAL.
- 3) THIS PLAT WAS PREPARED FOR SCOTT AMERIE. NO LICENSE HAS BEEN OBTAINED, EXPRESSED, OR IMPLIED TO COPY THIS SURVEY EXCEPT AS IS NECESSARY IN CONJUNCTION WITH THE ORIGINAL TRANSACTION.
- 4) THIS SURVEY IS ONLY VALID WITH THE SURVEYOR'S ORIGINAL SIGNATURE IN GREEN INK. THE SURVEYOR ASSUMES NO LIABILITY FOR THIS SURVEY WITHOUT AN ORIGINAL SEAL AND SIGNATURE.
- 5) A PORTION OF THIS TRACT OF LAND HAS BEEN DESIGNATED A BEING IN A SPECIAL FLOOD HAZARD ZONE, ZONE "AE" AND ZONE "A" AS DELINEATED ON FIRM (FEDERAL INSURANCE RATE MAP) FOR THE INCORPORATED AREAS OF TRAVIS COUNTY, TEXAS COMMUNITY PANEL NUMBER 48453C460K, DATED JANUARY 6, 2016

REFERENCE:

- VOL. 13217, PG. 70 - DEED
- VOL. 750, PG. 554 - DEED
- VOL. 8829, PG. 355 - WASTE WTR. ESMNT.
- VOL. 3871, PG. 2060 - ELEC. ESMNT.



Loan No: 20180767

**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.**

Chicago Title

GF# 1807844

**DEED OF TRUST**

(Security Agreement and Financing Statement)

This combined Deed of Trust, Security Agreement, and Financing Statement ("Deed of Trust") is made on the date stated below among the Grantor, Beneficiary and Trustee who are identified and whose addresses are stated below. By signing this Deed of Trust, Grantor agrees to the terms and conditions and makes the covenants stated in this Deed of Trust.

Date: December 21, 2018

Grantor: G3 EXHIBITS LLC  
Address: 304 BUCKEYE TRAIL  
WESTLAKE HILLS, TEXAS 78746  
TRAVIS COUNTY

Beneficiary: AMERICAN BANK OF COMMERCE  
Address: 610 WEST 5<sup>TH</sup> STREET  
AUSTIN, TEXAS 78701  
TRAVIS COUNTY

Trustee: TROY S. MELCHER  
Address: P.O. DRAWER 9  
530 EAST HIGHWAY 62/82  
WOLFFORTH, TEXAS 79382  
LUBBOCK COUNTY

Note: Promissory Note dated even date herewith, in the original principal amount of \$820,000.00 executed by Grantor and payable to Beneficiary as stated in the Note.

Land: Tract 1: BEING 12.55 ACRES OF LAND OUT OF THE W. S. HOTCHKISS SURVEY NO. 32, ABSTRACT NO. 374, TRAVIS COUNTY, TEXAS AND BEING THE LAND CONVEYED TO JOHN WILLIAM BOHN AND HELEN BOHN FRADY IN THE DEED OF RECORD IN VOLUME 13217, PAGE 70 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS IN EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

Tract 2: Lots 31 and 32 of GRAY AND BECKER INDUSTRIAL SUBDIVISION, a subdivision in Travis County, Texas, according to the map or plat recorded under Volume 64, Page 68, of the Plat Records of Travis County, Texas.

Priority: FIRST LIEN DEED OF TRUST ON TRACT 1, SECOND LIEN TO PRIOR LIEN  
IN FAVOR OF BENEFICIARY ON TRACT 2

ARTICLE I  
SECURITY

1.01 Conveyance in Trust. For value received, the receipt and sufficiency of which Grantor acknowledges, and to secure the payment of the Indebtedness described in Section 2.01 and performance of the covenants and agreements of Grantor stated in this Deed of Trust and in the Loan Documents (as hereafter defined), Grantor conveys the Property described in Section 1.02, including without limitation the Land, to the Trustee in trust, with power of sale, TO HAVE AND TO HOLD the Property, together with the rights, privileges, and appurtenances thereto belonging unto the Trustee and the Trustee's substitutes or successors forever. Grantor binds itself and its heirs, executors, administrators, personal representatives, successors, and assigns to WARRANT AND FOREVER DEFEND the Property unto the Trustee, and the Trustee's substitutes or successors and assigns, against the claim or claims of all persons claiming or to claim the same or any part thereof.

1.02 Property. The Property covered by this Deed of Trust includes the Land and the following items described in this Section 1.02, whether now owned or hereafter acquired, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by this Deed of Trust, and all rights, hereditaments and appurtenances pertaining thereto, all of which are referred to as the "Property":

- (a) Any and all buildings, improvements, and tenements now or hereafter attached to or placed, erected, constructed, or developed on the Land (the "Improvements");
- (b) all equipment, fixtures, furnishings, inventory, and articles of personal property (the "Personal Property") now or hereafter attached to or used in or about the Improvements or that are necessary or useful for the complete and comfortable use and occupancy of the Improvements for the purposes for which they were or are to be attached, placed, erected, constructed or developed, or which Personal Property is or may be used in or related to the planning, development, financing or operation of the Improvements, and all renewals of or replacements or substitutions for any of the foregoing, whether or not the same are or shall be attached to the Land or Improvements;
- (c) all water and water rights, timber, crops, and mineral interests pertaining to the Land;
- (d) all building materials and equipment now or hereafter delivered to, and intended to be installed in or on the Land or the Improvements;
- (e) all plans and specifications for the Improvements;
- (f) all Grantor's rights (but not Grantor's obligations) under any contracts relating to the Land, the Improvements or the Personal Property;

(g) all deposits (including tenant security deposits), bank accounts, funds, instruments, notes or chattel paper arising from or by virtue of any transactions related to the Land, the Improvements or the Personal Property;

(h) all Grantor's rights (but not Grantor's obligations) under any documents, contract rights, accounts, commitments, construction contracts, architectural contracts, engineering contracts, and general intangibles (including without limitation trademarks, trade names, and symbols) arising from or by virtue of any transactions related to the Land, the Improvements, or the Personal Property;

(i) all permits, licenses, franchises, certificates, and other rights and privileges obtained in connection with the Land, the Improvements, or the Personal Property;

(j) all proceeds arising from or by virtue of the sale, lease or other disposition of the Land, the Improvements, or the Personal Property;

(k) all proceeds (including premium refunds) of each policy of insurance relating to the Land, the Improvements, or the Personal Property;

(l) all proceeds from the taking of any of the Land, the Improvements, the Personal Property or any rights appurtenant thereto by right of eminent domain or by private or other purchase in lieu thereof, including change of grade of streets, curb cuts or other rights of access, for any public or quasi-public use under any law;

(m) all right, title, and interest of Grantor in and to all streets, roads, public places, easements, and rights-of-way, existing or proposed, public or private, adjacent to or used in connection with, belonging or pertaining to the Land;

(n) all rents, royalties, bonuses, issues, profits, revenues, or other benefits of the Land or the Improvements or the Personal Property;

(o) all consumer goods located in, on, or about the Land or the Improvements or used in connection with the use or operation thereof; however, neither the term "consumer goods" nor the term "Personal Property" includes clothing, furniture, appliances, linens, china, crockery, kitchenware, or personal effects used primarily for personal, family, or household purposes.

(p) all entitlements in any way related to the Land, including, but not limited to (i) all utility rights, taps, capacity, service, connections, availability, living unit equivalents, and benefits which are appurtenant to, allocable to, allocated to, or otherwise accruing to the Property, including but not limited to, all rights and interests of Assignor, if any, in and to all rights to receive, use, attach to, connect to, operate or otherwise enjoy the benefits of utilities and utility services, connect to utilities, sell or assign excess capacity or capacity rights, realize on utility or capacity values, recover or receive any sums associated with or to those utility rights, all whether arising by way of contractual, common law, statutory,

ordinance, zoning, appurtenant, or other means, (ii) all deposits, prepaid tap fees, prepaid capacity fees, allocated recovery sums and all other rights to receive any refund, rebate, recovery or allocation relating to utilities, and (iii) all plats, plat approvals, plat surveys, declarations, declarant rights, condominium regimes, and other rights, documents, approvals, consents, licenses and other rights relating to the use and/or development of the Land.

(q) all right, title and interest in, to and under any and all leases (hereinafter collectively referred to as the "Leases" and singularly as a "Lease") now or hereafter in existence (as amended or supplemented from time to time) and covering any part of or applicable to the Property, and all rents and income.

(r) other interests of every kind and character that Grantor now has or at any time hereafter acquires in and to the Land, Improvements, and Personal Property and all property that is used or useful in connection therewith, including rights of ingress and egress and all reversionary rights or interests of Grantor with respect to such property; and

(s) all products and proceeds of the Personal Property described in this Section 1.02.

1.03 Subrogation. Any of the proceeds of the Note utilized to take up any outstanding liens against all or any part of the Property have been advanced by Beneficiary at Grantor's request and upon Grantor's representation that such amounts are due and are secured by valid liens against the Property. Beneficiary shall be subrogated to any and all rights, powers, superior titles, liens, and equities owned or claimed by any owner or holder of any outstanding liens and debts, however remote, regardless of whether said liens or debts are acquired by Beneficiary by assignment or are released by the holder thereof upon payment.

1.04 Assignment of Leases, Rents, Profits, Etc. Grantor hereby assigns to Beneficiary, and grants to Beneficiary a security interest in, all of the leases, rents, royalties, bonuses, issues, profits, revenue, income and other benefits derived from the Property or arising from the use or enjoyment of any portion thereof or from any lease or agreement pertaining thereto, and liquidated damages following default under such leases, and all proceeds payable under any policy of insurance covering loss of rents resulting from untenability caused by damage to any part of the Property, together with any and all rights that Grantor may have against any tenant under such leases or any subtenants or occupants of any part of the Property.

## ARTICLE II INDEBTEDNESS AND PAYMENTS

2.01 Indebtedness. The indebtedness secured by this Deed of Trust (the "Indebtedness") shall mean and include the following:

(a) Any and all sums becoming due and payable pursuant to the Note;

(b) Any and all other sums becoming due and payable by Grantor (or any one or more of them, if more than one, and the Maker of the Note if different from the Grantor hereunder) to Beneficiary as a result of advancements made by Beneficiary pursuant to the terms and conditions of this Deed of Trust or any other Loan Documents securing or executed in connection with or otherwise relating to the Note, including without limitation the repayment of any future advances made by Beneficiary to Grantor or Maker of the Note as provided in paragraph (c) below and the repayment of any sums advanced for the protection of Beneficiary's security pursuant to Section 4;

(c) all other indebtedness and obligations, fixed or contingent, whether arising by notes, guaranties, discounts, overdrafts, or in any other manner, which Grantor may now or at any time hereafter owe Beneficiary, whether or not related to the Note; and

(d) all present and future debts from Grantor or the Maker of the Note to Beneficiary, even if this Security Instrument is not specifically referenced, or if the future debt is unrelated to or of a different type than this debt. If more than one person signs this Security Instrument, each agrees that it will secure debts incurred either individually or with others who may not sign this Security Instrument. Nothing in this Security Instrument constitutes a commitment to make additional or futures loans or advances. Any such commitment must be in writing. In the event that Lender fails to provide any required notice of the right of rescission, Lender waives any subsequent security interest in the Grantor's principal dwelling that is created by this Security Instrument. This Security Instrument will not secure any Debt for which a non-possessory, non-purchase money security interest is created in "household goods" in connection with a "consumer loan," as those terms are defined by federal law governing unfair and deceptive credit practices. This Security Instrument will not secure any debt for which a security interest is created in "margin stock" and Beneficiary does not obtain a statement of purpose," as defined and required by federal law governing securities. This Security Instrument will not secure any other debt if Beneficiary fails, with respect to that other debt, to fulfill any necessary requirements or limitations of Sections 19(a), 32, or 35 of Regulation Z; and

(e) Any and all renewals, extensions, replacements, rearrangements, substitutions, or modifications of the Indebtedness, or any part of the Indebtedness.

**2.02 Other Loan Documents.** In addition to this Deed of Trust and the Note, Grantor or the Maker of the Note and Beneficiary may execute various other documents and agreements relating to the Indebtedness secured by this Deed of Trust, including a loan agreement relating to the disbursement and use of the proceeds of the Note (the "Loan Agreement"), all of which documents and agreements, including the Loan Agreement, are referred to herein as the "Loan Documents." This Deed of Trust shall also secure the performance of all obligations and covenants of Grantor or other obligor under this Deed of Trust, the Loan Agreement, and the other Loan Documents.

**2.03 Payment of Principal and Interest.** Grantor shall promptly pay, or shall cause to be promptly paid if Grantor is not the maker of the Note, when due the principal of and interest on

the indebtedness evidenced by the Note, any prepayment and late charges provided in the Note, and all other sums secured by this Deed of Trust.

2.04 Application of Payments. Unless applicable law provides otherwise, all payments received by Beneficiary under the Note or this Deed of Trust shall be applied by Beneficiary in the following order of priority: (a) amounts payable to Beneficiary by Grantor under this Deed of Trust; (b) sums payable to Beneficiary under the Note, to be applied to principal or interest as Beneficiary may determine in its discretion; and (c) any other sums secured by this Deed of Trust in such order as Beneficiary, at Beneficiary's option, may determine.

2.05 Guarantor. The term "Guarantor" shall include any person, company or entity obligated to pay or guaranteeing collection of all or any portion of the Indebtedness, directly or indirectly.

2.06 Maker. The term "Maker" shall mean the parties show above as executing the Note.

### ARTICLE III SECURITY AGREEMENT

3.01 Uniform Commercial Code Security Agreement. This Deed of Trust is also intended to be a security agreement between Grantor, as debtor, and Beneficiary, as secured party, pursuant to the Texas Uniform Commercial Code [Texas Business and Commerce Code Section 1.01, et seq. ("Texas UCC")] for any of the items specified above as part of the Property which, under applicable law, may be subject to a security interest pursuant to the Texas UCC, and Grantor hereby grants Beneficiary a security interest in all such items. Grantor agrees that Beneficiary may file this Deed of Trust, or a reproduction thereof, in the real estate records or other appropriate index, as a financing statement for any of the items specified above as part of the Property. Any reproduction of this Deed of Trust or of any other security agreement or financing statement shall be sufficient as a financing statement. Without the prior written consent of Beneficiary, Grantor shall not create or suffer to be created pursuant to the Texas UCC any other security interest in said items, including replacements and additions thereto. Upon the occurrence of an Event of Default (as that term is defined in Article V below), including the covenants to pay when due all sums secured by this Deed of Trust, Beneficiary shall have the remedies of a secured party under the Texas UCC and, at Beneficiary's option, may also invoke the remedies provided in Article VI of this Deed of Trust as to such items. In exercising any remedies, Beneficiary may proceed against the items of real property and any items of personal property specified above as part of the Property separately or together and in any order whatsoever, without in any way affecting the availability of Beneficiary's remedies under the Texas UCC or of the remedies provided in Article VI of this Deed of Trust.

3.02 Fixtures. Some of the items of the Property are goods that are or are to become fixtures, related to the Land. Grantor and Beneficiary intend that, as to those goods, this Deed of Trust shall be effective as a financing statement filed as a fixture filing from the date of its filing for record in the real estate records of the county in which the Property is situated. Information concerning the security interest created by this Deed of Trust may be obtained from Beneficiary, as secured party, at the address of Beneficiary stated above. The mailing address of the Grantor, as debtor, is as stated above.



ARTICLE IV  
BORROWER'S REPRESENTATIONS, WARRANTIES,  
COVENANTS, AND AGREEMENTS

Grantor covenants, warrants, and represents to and agrees with Beneficiary as follows:

4.01 Payment and Performance. Grantor shall make all payments on the Indebtedness when due and shall punctually and properly perform all of Grantor's covenants, obligations and liabilities under this Deed of Trust and the other Loan Documents.

4.02 Title to Property and Liens of this Instrument. Grantor has good and indefeasible title to the Land and the Improvements, and good and marketable title to the Personal Property, free and clear of any liens, charges, encumbrances, security interests, and adverse claims whatsoever, except as otherwise provided herein. If the interest of Beneficiary in the Property or any part thereof shall be endangered or shall be attacked, directly or indirectly, Grantor authorized Beneficiary, at Grantor's expense, to take all necessary and proper steps for the defense of such interest, including the employment of attorneys, the prosecution or defense of litigation, and the compromise or discharge of claims made against such interest.

4.03 Title Insurance. Grantor shall, at its sole cost and expense, obtain and maintain mortgagee title insurance (in the form of a commitment, binder, or policy as Beneficiary may require) in form acceptable to Beneficiary in an amount equal to the amount of the Note.

4.04 Taxes and Assessments. Grantor shall pay all taxes and assessments against or affecting the Property as the same become due and payable, and, upon request by Beneficiary, Grantor shall deliver to Beneficiary such evidence of the payment thereof as Beneficiary may require. If Grantor fails to do so, Beneficiary may pay them, together with all costs and penalties thereon, at Grantor's expense; provided, however, that Grantor may in good faith, in lieu of paying such taxes and assessments as they come due and payable, by appropriate proceedings, contest their validity. Pending such contest, Grantor shall not be deemed in default under this Deed of Trust because of such nonpayment if: (a) prior to delinquency of the asserted tax or assessment, Grantor furnishes Beneficiary an indemnity bond secured by a deposit in cash or other security acceptable to Beneficiary, or with a surety acceptable to Beneficiary, in the amount of the tax or assessment being contested by Grantor plus a reasonable additional sum to pay all costs, interest and penalties that may be imposed or incurred in connection therewith, conditioned that such tax or assessment, with interest, cost and penalties, be paid as herein stipulated; and (b) Grantor promptly pays any amount adjudged by a court of competent jurisdictions to be due, with all costs, penalties and interest thereon, on or before the date such judgment becomes final. In any event, the tax, assessment, penalties, interest, and costs shall be paid prior to the date on which any writ or order is issued under which the Property or any part of the Property may be sold in satisfaction thereof.

4.05 Insurance. Grantor shall, at its sole cost and expense, obtain and maintain insurance upon and relating to all insurable Property by all-risk insurance policies and, if requested by Beneficiary, shall include perils of collapse, flood, and earthquake, as well as other insurance coverages, all in form and in companies acceptable to Beneficiary, in amounts equal to 100% of the

replacement cost of the Improvements during the construction thereof and at least 100% of the replacement cost of the Improvements not under construction, or in such additional amounts as Beneficiary may require, with loss made payable to Beneficiary and with a standard form mortgage clause. Grantor shall also provide, if requested by Beneficiary, insurance policies for (i) public liability insurance and Worker's Compensation insurance for Borrower; (ii) hazard insurance (builder's risk) providing all risk coverage on the Improvements, including material stored on the Property or elsewhere and including the periods of collapse; and (iii) flood insurance, if applicable. Grantor shall deliver the policies of insurance to Beneficiary promptly as issued; and, if Grantor fails to do so, Beneficiary, at its option, may procure such insurance at Grantor's expense. All renewal and substitute policies of insurance shall be delivered at the office of Beneficiary, premiums paid, at least ten (10) days before termination of policies theretofore delivered to Beneficiary. In case of loss, Beneficiary, at its option, shall be entitled to receive and retain the proceeds of the insurance policies, applying the same to payment of the Indebtedness in such order and manner as Beneficiary, in its sole discretion, may elect. If any loss shall occur at any time when Grantor shall be in default hereof, Beneficiary shall be entitled to the benefit of all insurance held by or for any Grantor, to the same extent as if it had been made payable to Beneficiary, and upon foreclosure hereunder Beneficiary shall become the owner thereof.

4.06 Tax and Insurance Escrow. Subject to applicable law or to a written waiver by Beneficiary, Grantor shall pay to Beneficiary on a day each month to be designated by Beneficiary, until the Note is paid in full, a sum ("Funds") equal to one-twelfth of the yearly taxes and assessments which may be levied on the Property as reasonably estimated initially and from time to time by Beneficiary on the basis of assessments and bills and reasonable estimates thereof, and one-twelfth of the yearly insurance premiums. Any waiver by Beneficiary of a requirement that Grantor pay such Funds may be revoked by Beneficiary, in Beneficiary's sole discretion, at any time upon notice in writing to Grantor. Beneficiary may require Grantor to pay to Beneficiary, in advance, such other Funds for other taxes, charges, premiums, assessments and impositions in connection with Grantor or the Property which Beneficiary shall reasonably deem necessary to protect Beneficiary's interests ("Other Impositions"). Unless otherwise provided by applicable law, Beneficiary may require Funds for Other Impositions to be paid by Grantor in a lump sum or in periodic installments, at Beneficiary's option. If the amount of the Funds held by Beneficiary shall exceed the amount deemed necessary by Beneficiary to provide for payment of water and sewer rates, taxes, assessments, and Other Impositions, as they fall due, such excess shall be credited to Grantor on the next installment or installments of Funds due. If at any time the amount of the Funds held by Beneficiary shall be less than the amount deemed necessary by Beneficiary to pay water and sewer rates, taxes, assessments, and Other Impositions, as they fall due, Grantor shall pay to Beneficiary any amount necessary to make up the deficiency within thirty days after notice from Beneficiary to Grantor requesting payment thereof.

4.07 Condemnation. Grantor assigns to Beneficiary all judgments, decrees, and awards for injury or damage, direct or consequential, to the Property, and all awards pursuant to proceedings for condemnation or other taking, whether direct or indirect, of the Property or any part of the Property. Beneficiary may apply any condemnation proceeds to the Indebtedness in such manner as Beneficiary may elect. Grantor shall promptly notify Beneficiary of any action or proceeding (or threatened action or proceeding) relating to any condemnation or other taking, whether direct or indirect, of all or any part of the Property. Grantor shall, unless otherwise directed by Beneficiary

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In writing, file or defend its claim under any such action and prosecute same with due diligence to its final disposition and shall cause any awards or settlements to be paid over to Beneficiary for disposition pursuant to the terms of this Deed of Trust. Grantor authorizes Beneficiary, at Beneficiary's option, as attorney-in-fact for Grantor, to commence, appear in, and prosecute, in Beneficiary's or Grantor's name, any action or proceeding relating to any condemnation or other taking of the Property, whether direct or indirect, and to settle or compromise any claim in connection with such condemnation or other taking. The proceeds of any award, payment, or claim for damages, direct or consequential, in connection with any condemnation or other taking, whether direct or indirect, of the Property, or part thereof, or for conveyances in lieu of condemnation, are hereby assigned to and shall be paid to Beneficiary. Beneficiary shall be entitled to participate in, control, and be represented by attorneys of Beneficiary's own choice in any such action. Grantor shall deliver, or cause to be delivered, to Beneficiary such instruments as may be requested by it from time to time to permit such participation. Grantor authorizes Beneficiary to apply such awards, payments, proceeds, or damages, after the deduction of Beneficiary's expenses incurred in the collection of such amounts, at Beneficiary's option, to restoration or repair of the Property, or to payment of the sums secured by this Deed of Trust, whether or not then due, in the order of application set forth in Section 2.03, with the balance, if any, to Grantor. Unless Grantor and Beneficiary otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the installments due under the Note or other payments required by this Deed of Trust, or change the amount of such installments or payments. Grantor agrees to execute such further evidence of assignment of any awards, proceeds, damages, or claims arising in connection with such condemnation or taking as Beneficiary may require. In the event Beneficiary, as a result of any such judgment, decree, or award, reasonably believes that the payment or performance of any obligation secured by this Deed of Trust is impaired, Beneficiary may, without notice, declare all of the Indebtedness immediately due and payable.

4.08 Statements by Borrower. At the request of Beneficiary, Grantor shall furnish promptly a written statement or affidavit, in such form as may be required by Beneficiary, stating the unpaid balance of the Note, the date to which interest has been paid and that there are no offsets or defenses against full payment of the Note and performance of the terms of the Loan Documents, or, if there are any such offsets or defenses, specifying them.

4.09 Repair, Waste, Alterations, Etc. Grantor shall keep every part of the Property in good operating order, repair, and condition and shall not commit or permit any waste thereof. Grantor shall make promptly all repairs, renewals, and replacements necessary to such end. Grantor shall discharge all claims for labor performed and material furnished therefor, and shall not suffer any lien of mechanics or materialmen to attach to any part of the Property. Grantor shall have the right to contest in good faith the validity of any such mechanic's or materialman's lien, provided Grantor shall first furnish Beneficiary a bond or other security satisfactory to Beneficiary in such amount as Beneficiary shall reasonably require, but not more than two hundred percent (200%) of the amount of the claim, and provided further that Grantor shall thereafter diligently proceed to cause such lien to be removed and discharged. If Grantor shall fail to discharge any such lien, then, in addition to any other right or remedy of Beneficiary, Beneficiary may, but shall not be obligated to, discharge the lien, either by paying the amount claimed to be due, or by procuring the discharge of such lien by depositing in court a bond for the amount claimed, or otherwise giving security for such claim, or by taking such action as may be prescribed by law. Grantor shall guard every part of the

Property from removal, destruction, and damage, and shall not do or suffer to be done any act whereby the value of any part of the Property may be lessened. Grantor or any tenant or other person shall not materially alter the Property without the prior written consent of Beneficiary.

4.10 Compliance with Laws. Grantor, the Property, and Grantor's use of the Property shall comply with all laws, rules, ordinances, regulations, covenants, conditions, restrictions, orders and decrees of any governmental authority or court applicable to Grantor or the Property and its use, and Grantor shall pay all fees or charges of any kind in connection therewith. Grantor shall not initiate, participate in, or acquiesce in a change in the zoning classification of the Property without Beneficiary's prior written consent.

4.11 Hold Harmless. Grantor shall defend, at Grantor's own cost and expense, and hold Beneficiary harmless from, any proceeding or claim in any way relating to the Property or the Loan Documents. All costs and expenses incurred by Beneficiary in protecting its interests under this Deed of Trust, including all court costs and reasonable attorneys' fees and expenses, shall be borne by Grantor. The provisions of this Section shall survive the payment in full of the Indebtedness and the release of this Deed of Trust as to events occurring and causes of action arising before such payment and release.

4.12 Further Assurances. Grantor, upon the request of Beneficiary, shall execute, acknowledge, deliver, and record such further instruments and do such further acts as may be necessary, desirable, or proper to carry out the purposes of this Deed of Trust or the other Loan Documents and to subject to the liens and security interests created by this Deed of Trust or the other Loan Documents any property intended to be covered by this Deed of Trust and the other Loan Documents pursuant to their terms, including without limitation any renewals, additions, substitutions, replacements, improvements, or appurtenances to the Property.

4.13 Payment of Debts. Grantor shall promptly pay when due all obligations regarding the ownership and operation of the Property, except any such obligations which are being diligently contested in good faith by appropriate proceedings and as to which Grantor, if requested by Beneficiary, shall have furnished to Beneficiary security satisfactory to Beneficiary.

4.14 Inspection. Beneficiary may make or cause to be made reasonable entries upon and inspections of the Property.

4.15 Protection of Lender's Security. If Grantor fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which affects the Property or title thereto or the interest of Beneficiary therein, including without limitation eminent domain, insolvency, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Beneficiary, at Beneficiary's option, may make such appearances, disburse such sums and take such action as Beneficiary deems necessary, in its sole discretion, to protect Beneficiary's interest. Any amounts disbursed by Beneficiary pursuant to this Section 4.15, with interest thereon, shall become additional indebtedness of Grantor secured by this Deed of Trust. Unless Grantor and Beneficiary agree to other terms of payment, such amounts shall be immediately due and payable and shall bear interest from the date of disbursement at the rate stated in the Note unless collection from Grantor of interest at such rate would be contrary to

applicable law, in which event such amounts shall bear interest at the highest non-usurious rate which may be collected from Grantor under applicable law. Grantor covenants and agrees that Beneficiary shall be subrogated to the lien of any mortgage or other lien discharged, in whole or in part, by the Indebtedness. Nothing contained in this Section 4.18 shall require Beneficiary to incur any expense or take any action under this Deed of Trust.

4.16 Subordinate Deed of Trust. Grantor shall not, without the prior written consent of Beneficiary, grant any lien, security interest, or other encumbrance (a "Subordinate Deed of Trust") covering any of the Property. If Beneficiary consents to a Subordinate Deed of Trust or if the foregoing prohibition is determined by a court of competent jurisdiction to be unenforceable, any such Subordinate Deed of Trust shall contain express covenants to the effect that: (a) the Subordinate Deed of Trust is unconditionally subordinate to this Deed of Trust; and (b) written notice of default under the Subordinate Deed of Trust and written notice of the commencement of any action (whether judicial or pursuant to a power of sale) to foreclose or otherwise enforce the Subordinate Deed of Trust shall be given to Beneficiary with or immediately after the occurrence of any such default or commencement.

4.17 Liens. Grantor shall promptly discharge any lien which has, or may have, priority over or equality with, the lien of this Deed of Trust, and Grantor shall pay, when due, the claims of all persons supplying labor or materials to or in connection with the Property. Without Beneficiary's prior written permission, Grantor shall not allow any lien inferior to this Deed of Trust to be perfected against the Property.

4.18 Existence of Borrower. Grantor shall preserve and keep in full force and effect its existence, rights, franchises, and trade names.

#### ARTICLE V EVENTS OF DEFAULT

The occurrence of any one of the following shall be a default under this Deed of Trust and the Loan Documents ("Event of Default"):

5.01 Failure to Pay Indebtedness. Any of the Indebtedness is not paid when due, whether by acceleration or otherwise.

5.02 Nonperformance of Covenants. Any covenant in this Deed of Trust or any of the other Loan Documents is not fully and timely performed, or the occurrence of any default or event of default under this Deed of Trust or any other Loan Document.

5.03 False Representation. Any statement, representation or warranty in this Deed of Trust or any of the other Loan Documents, any financial statement, or any other writing delivered to Beneficiary in connection with the Indebtedness is false, misleading, or erroneous in any material respect.

5.04 Bankruptcy or Insolvency. The owner of the Property or any person obligated to pay any part of the Indebtedness: (a) does not pay its debts as they become due or admits in writing its

inability to pay its debts or makes a general assignment for the benefit of creditors; or (b) commences any case, proceeding, or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution, or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors; or (c) in any involuntary case, proceeding, or other action commenced against it which seeks to have an order for relief entered against it, as debtor, or seeks reorganization, arrangement, adjustment, liquidation, dissolution, or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization, or relief of debtors, (i) fails to obtain a dismissal of such case, proceeding or other action within sixty (60) days of its commencement, or (ii) converts the case from one chapter of the Federal Bankruptcy Code to another chapter, or (iii) is the subject of an order for relief; or (d) conceals, removes, or permits to be concealed or removed, any part of its property, with intent to hinder, delay, or defraud its creditors or any of them, or makes or suffers a transfer of any of its property which may be fraudulent under any bankruptcy, fraudulent conveyance, or similar law; or makes any transfer of its property to or for the benefit of a creditor at a time when other creditors similarly situated have not been paid; or suffers or permits, while insolvent, any creditor to obtain a lien upon any of its property through legal proceedings which is not vacated within sixty (60) days from the date thereof; or (e) has a trustee, receiver, custodian, or other similar official appointed for or take possession of all or any part of the Property or any other of its property or has any court take jurisdiction of any other of its property which remains dismissed for a period of sixty (60) days (except where a shorter period is specified in the immediately following paragraph (f)); or (f) fails to have discharged within a period of ten (10) days any attachment, sequestration, or similar writ levied upon any property of such person; or (g) fails to pay immediately any final money judgment against such person.

5.05 Transfer of the Property. Title to all or any part of the Property (other than obsolete or worn Personal Property replaced by adequate substitutes of equal or greater value than the replaced items when new) shall become vested in any party other than Grantor, whether by operation of law or otherwise. Beneficiary may, in its sole discretion, waive this Event of Default, but it shall have no obligation to do so, and any waiver may be conditioned upon such conditions and requirements as Beneficiary may require.

5.06 Grant of Easement, Etc. Without the prior written consent of Beneficiary, Grantor grants any easement or dedication, files any plat, condominium declaration, or restriction, or otherwise encumbers the Property, unless such action is expressly permitted by this Deed of Trust or any of the other Loan Documents.

5.07 Abandonment. Grantor abandons or vacates any of the Property.

5.08 Foreclosure of Other Liens. The holder of any lien, security interest or assignment on the Property institutes foreclosure or other proceedings for the enforcement of its remedies thereunder.

5.09 Liquidation, Death, Etc. The liquidation, termination, dissolution, failure to maintain good standing in the State of Texas (if applicable), death, or legal incapacity of Grantor or any Guarantor.

5.40. Material, Adverse Change. The occurrence of any material, adverse change in the financial condition of Grantor or any Guarantor.

5.11 Transfer of Ownership of Borrower. The sale, pledge, encumbrance, or assignment of any shares of its stock without the prior written consent of Beneficiary. If Grantor or the owner of the Property (if other than Grantor) is a partnership or joint venture, the sale, pledge, encumbrance or assignment of any of its partnership or joint venture interests or the withdrawal from or admission into it of any general partner or joint venturer without the prior written consent of Beneficiary.

## ARTICLE VI DEFAULT AND REMEDIES

6.01 Acceleration and Waiver of Notices. Upon the occurrence of an Event of Default, Beneficiary, at Beneficiary's option, may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law or provided herein. Grantor acknowledges that the power of sale granted to Beneficiary may be exercised by Beneficiary without prior judicial hearing. Grantor and each Guarantor, surety, and endorser of all or any part of the Indebtedness expressly waive all presentations for payment, notices of intention to accelerate maturity, notices of acceleration of maturity, notices of intention to demand payment, demands for payment, protests, and notices of protest. Grantor and each Guarantor, surety, and endorser acknowledge and understand that by these waivers they waive any right they may have to receive notices of default under this Deed of Trust, the Note, and the other Loan Documents, as well as any opportunity to cure any such default.

6.02 Notice of Sale. Notice of sale of all or part of the Property by the Trustee shall be given by posting written notice thereof at the courthouse door (or other area in the courthouse as may be designated for such public notices) of the county in which the sale is to be made, and by filing a copy of the notice in the office of the county clerk of the county in which the sale is to be made, at least twenty-one (21) days preceding the date of the sale, and if the Property to be sold is in more than one county a notice shall be posted at the courthouse door (or other area in the courthouse as may be designated for such public notices) and filed with the county clerk of each county in which the Property to be sold is situated. In addition, Beneficiary shall, at least twenty-one (21) days preceding the date of sale, serve written notice of the proposed sale by certified mail on Grantor and each debtor obligated to pay the Indebtedness secured hereby according to the records of Beneficiary. Service of such notice shall be completed upon deposit of the notice, enclosed in a postpaid wrapper, properly addressed to such debtor at the most recent address as shown by the records of Beneficiary, in a post office or official depository under the care and custody of the United States Postal Service. The affidavit of any person having knowledge of the facts to the effect that such service was completed shall be prima facie evidence of the fact of service. Any notice that is required or permitted to be given to Grantor may be addressed to Grantor at Grantor's address as stated in this Deed of Trust. Any notice that is to be given by certified mail to any other debtor may, if no address for such other debtor is shown by the records of Beneficiary, be addressed to such other debtor at the address of Grantor as is shown by the records of Beneficiary. Notwithstanding the foregoing provisions of this Section, notice of such sale given

in accordance with the requirements of the applicable laws of the State of Texas in effect at the time of such sale shall constitute sufficient notice of such sale.

6.03 Trustee's Sale. Beneficiary may require the Trustee to sell all or part of the Property, at public auction, to the highest bidder, for cash, at the county courthouse of the county in Texas in which the Property or any part thereof is situated, or if the Property is located in more than one county such sale or sales may be made at the courthouse in any county in which the Property is situated. All sales shall take place at such area of the courthouse as shall be properly designated from time to time by the commissioners court (or, if not so designated by the commissioners court, at such other area in the courthouse as may be provided in the notice of sale hereinafter described) of the specified county, between the hours of 10:00 o'clock a.m. and 4:00 o'clock p.m. (the commencement of such sale to occur within three hours following the time designated in the above described notice of sale as the earliest time at which such sale shall occur, if required by applicable law) on the first Tuesday of any month, after giving notice of the time, place and terms of said sale (including the earliest time at which such sale shall occur) and of the Property to be sold in the manner hereinafter described. Trustee may sell all or any portion of the Property, together or in lots or parcels. In no event shall Trustee be required to exhibit, present or display at any such sale any of the Personal Property described herein to be sold at such sale. Beneficiary may bid and become the purchaser of all or any part of the Property at any trustee's or foreclosure sale hereunder, and the amount of Beneficiary's successful bid may be credited on the Indebtedness.

6.04 Partial Sales. The sale by Trustee of less than the whole of the Property shall not exhaust the power of sale herein granted, and Trustee is specifically empowered to make successive sales under such power until the whole of the Property shall be sold; and if the proceeds of such sale of less than the whole of the Property shall be less than the aggregate of the Indebtedness and the expenses thereof, this Deed of Trust and the lien, security interest and assignment hereof shall remain in full force and effect as to the unsold portion of the Property just as though no sale had been made; provided, however, that Grantor shall never have any right to require the sale of less than the whole of the Property, but Beneficiary shall have the right, at its sole election, to request Trustee to sell less than the whole of the Property. If there is a default on the payment of any installment on the Note or any portion of the Indebtedness, and Beneficiary elects not to accelerate the unpaid balance of the Note or Indebtedness, Beneficiary shall have the option to proceed with foreclosure in satisfaction of such unpaid installment or other amount either through judicial proceedings or by directing Trustee to proceed as if under a full foreclosure, conducting the sale as herein provided without declaring the entire Indebtedness due. It is agreed that such sale, if so made, shall not in any manner affect the unmatured part of the Indebtedness, but as to such unmatured part this Deed of Trust shall remain in full force and effect as though no sale had been made under the provisions of this Section. Several sales may be made hereunder without exhausting the right of sale for any unmatured part of the Indebtedness.

6.05 Foreclosure of all Property. The Land, Improvements, and Personal Property may be sold in one or more public sales pursuant to Texas Property Code Section 51.002 and Texas UCC Section 9.504(d). Grantor and all persons obligated to pay the Indebtedness agree that notice of sale of the Property provided pursuant to Section 6.02 above and pursuant to Texas Property Code Section 51.002 is and shall constitute commercially reasonable notice of the sale of the Property or any part of the Property. Beneficiary shall also be entitled to foreclose its security interests against



the Personal Property in accordance with any other rights and remedies Beneficiary may have as a secured party under the Texas UCC.

6.06 Trustee's Deed. Trustee shall deliver to the purchaser a Trustee's deed and such other assignments and documents of transfer and sale as Trustee may deem necessary conveying the Property so sold in fee simple with covenants of general warranty. Grantor covenants and agrees to defend generally the purchaser's title to the Property against all claims and demands. At any such sale (a) Grantor hereby agrees, in its behalf and in behalf of Grantor's heirs, executors, administrators, successors, personal representatives and assigns, that any and all recitals made in any deed of conveyance given by Trustee with respect to the identity of Beneficiary, the occurrence or existence of any default, the acceleration of the maturity of any of the Indebtedness, the request to sell, the notice of sale, the giving of notice to all debtors legally entitled thereto, the time, place, terms and manner of sale, and receipt, distribution and application of the money realized therefrom, or the due and proper appointment of a substitute Trustee, and, without being limited by the foregoing, with respect to any other act or thing having been duly done by Beneficiary or by Trustee hereunder, shall be taken by all courts of law and equity as prima facie evidence that the statements or recitals state facts and are without further question to be so accepted, and Grantor hereby ratifies and confirms every act that Trustee or any substitute Trustee hereunder may lawfully do in the premises by virtue hereof, and (b) the purchaser may disaffirm any easement granted, subdivision plat filed, or rental, lease or other contract made in violation of any provision of this Deed of Trust, and may take immediate possession of the Property free from, and despite the terms of, such grant of easement, subdivision plat, or rental, lease or other contract.

6.07 Proceeds of Sale. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including but not limited to, reasonable Trustee's fees and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust in such order as Beneficiary, in Beneficiary's sole discretion, directs; and (c) the excess, if any, to the person or persons legally entitled thereto.

6.08 Possession After Sale. If the Property is sold pursuant to Section 6.03, Grantor or any person holding possession of the Property through Grantor shall immediately surrender possession of the Property to the purchaser at such sale upon the purchaser's written demand. If possession is not surrendered upon the purchaser's written demand, Grantor or such person shall be a tenant at sufferance and may be removed by writ of possession or by an action for forcible entry and detainer.

6.09 Costs and Expenses. Beneficiary shall be entitled to collect all costs and expenses incurred in pursuing such remedies, including but not limited to, attorney's fees and costs of documentary evidence, abstracts, and title reports.

6.10 Substitute Trustee. Beneficiary, at Beneficiary's option, with or without cause, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder without other formality than a designation in writing. Without conveyance of the Property, the successor trustee shall succeed to all title, power, and duties conferred upon the Trustee by this Deed of Trust and by applicable law.

6.11 Remedies Cumulative. Each remedy provided in this Deed of Trust is distinct and cumulative to all other rights or remedies under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently, or successively, in any order whatsoever.

6.12 Forbearance by Lender Not a Waiver. Any forbearance by Beneficiary in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy. The acceptance by Beneficiary of payment of any sum secured by this Deed of Trust after the due date of such payment shall not be a waiver of Beneficiary's right to either require prompt payment when due of all other sums so secured or to declare a default for failure to make prompt payment. The procurement of insurance or the payment of taxes or other liens or charges by Beneficiary shall not be a waiver of Beneficiary's right to accelerate the maturity of the indebtedness, nor shall Beneficiary's receipts of any awards, proceeds or damages under Article IV operate to cure or waive Grantor's default in payment of sums secured by this Deed of Trust.

6.13 Waiver of Marshalling. Notwithstanding the existence of any other security interests in the Property held by Beneficiary or by any other party, Beneficiary shall have the right to determine the order in which any or all portions of the Indebtedness are satisfied from the proceeds realized upon the exercise of the remedies provided in this Article VI. Grantor, any party who consents to this Deed of Trust, and any party who now or hereafter acquires a security interest in the Property and who has actual or constructive notice of this Deed of Trust and Beneficiary's rights and interests under this Deed of Trust, hereby waive any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided by this Deed of Trust.

## ARTICLE VII HAZARDOUS MATERIALS

7.01 Hazardous Materials. For the purposes of this Deed of Trust, "Hazardous Materials" shall mean (i) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.), as amended from time to time, and regulations promulgated thereunder; (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. Section 9601 et seq.) ("CERCLA"), as amended from time to time, and regulations promulgated thereunder; and (iii) any other substance which by any applicable governmental requirements and regulations requires special handling or notification of any federal, state, or local governmental entity in its collection, storage, treatment, or disposal. Grantor represents and warrants that no Hazardous Materials are now located on the Property, and neither Grantor nor, to Grantor's knowledge, any other person has ever caused or permitted any Hazardous Materials to be placed, held, located, or disposed of on, under, or at the Property or any part thereof. Grantor agrees to immediately give Beneficiary notice upon Grantor's acquiring knowledge of the presence of any Hazardous Materials on the Property, and to promptly comply with any applicable governmental requirements and regulations requiring the removal, treatment or disposal of such Hazardous Materials. Beneficiary may, at Grantor's expense, perform environmental site assessments on the Property for the purpose of determining whether any Hazardous Materials exist on the property. Grantor shall defend, indemnify and hold Beneficiary and Trustee harmless from all liabilities (including strict liability), costs or expenses

resulting from the presence of Hazardous Materials on the Property. Beneficiary shall have the right, but not the obligation, to enter onto the Property for the purpose of taking such actions it deems necessary or advisable to clean up, remove or otherwise deal with Hazardous Materials on the Property, the expenses of which shall be paid by Grantor. The representations, covenants, warranties and indemnifications contained in this Article VII shall survive the release of this Deed of Trust.

#### ARTICLE VIII MISCELLANEOUS PROVISIONS

8.01 Release. Upon payment of all sums and the performance of all obligations secured by this Deed of Trust, Beneficiary shall release this Deed of Trust. Grantor shall pay Beneficiary's reasonable costs incurred in releasing this Deed of Trust.

8.02 Borrower and Lien Not Released. From time to time, Beneficiary may, at Beneficiary's option, without giving notice to or obtaining the consent of Grantor, Grantor's successors or assigns or any junior lienholder or Guarantor, without liability on Beneficiary's part and notwithstanding the existence of an Event of Default, extend the time for payment of the Indebtedness or any part thereof, reduce the payments thereon, release anyone liable on any of the Indebtedness, accept a renewal note or notes therefor, modify the terms and time of payment of the Indebtedness, release from the liens of this Deed of Trust any part of the Property, take or release other or additional security, reconvey any part of the Property, consent to any map or plan of the Property, consent to the granting of any easement, join in any extension or subordination agreement, and agree in writing with Grantor to modify the rate of interest or period of amortization of the Note or change the amount of the installments payable thereunder. Any actions taken by Beneficiary pursuant to the terms of this Section 8.02 shall not affect the obligation of Grantor or Grantor's successors or assigns to pay the sums secured by this Deed of Trust and to observe the covenants of Grantor contained herein, shall not affect the guaranty of any person, corporation, partnership, or other entity for payment of the Indebtedness or any part thereof, and shall not affect the liens or priority of liens of this Deed of Trust on the Property. Grantor shall pay Beneficiary a reasonable charge, together with such title insurance premiums and attorney's fees as may be incurred at Beneficiary's option, for any such action if taken at Grantor's request.

8.03 Notice. Except for any notice required under applicable law to be given in another manner, (a) any notice to Grantor provided for in this Deed of Trust or in the Note shall be given by mailing such notice by United States mail, postage prepaid, addressed to Grantor at Grantor's address stated in this Deed of Trust or at such other address as Grantor may designate by notice to Beneficiary as provided herein, and (b) any notice to Beneficiary shall be given by United States mail, postage prepaid, addressed to Beneficiary at Beneficiary's address stated in this Deed of Trust or to such other address as Beneficiary may designate by notice to Grantor as provided herein. Any notice provided for in this Deed of Trust or in the Note shall be deemed to have been given to Grantor or Beneficiary when given in the manner designated herein, but actual notice, however given or received, shall always be effective.

8.04 Successors and Assigns Bound. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Beneficiary and Grantor, subject to the provisions of Section 5.

8.05 Joint and Several Liability. All covenants and agreements of Grantor shall be joint and several.

8.06 Agents. In exercising any rights hereunder or taking any actions provided for herein, Beneficiary may act through its employees, agents or independent contractors as authorized by Beneficiary.

8.07 Governing Law. This Deed of Trust shall be governed by the applicable laws of the State of Texas and the United States of America.

8.08 Severability. In the event that any provision of this instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provisions, and to this end the provisions of this Deed of Trust and the Note are declared to be severable.

8.09 Usury Disclaimer. The term "Maximum Lawful Rate" means the maximum lawful contractual rate of interest, and the term "Maximum Lawful Amount" means the maximum lawful contractual amount of interest, that are permissible and nonusurious under applicable state or federal law for the type of loan evidenced by the Note and the other Loan Documents. All agreements between Beneficiary, whether now existing or hereafter arising and whether written or oral, are hereby limited so that in no contingency, whether by reason of demand for payment or acceleration of the maturity of the Note or any other circumstance whatsoever, shall the interest contracted for, charged or received by Beneficiary exceed the Maximum Lawful Amount. If, from any circumstance whatsoever, interest would otherwise be payable to Beneficiary in excess of the Maximum Lawful Amount, the interest payable to Beneficiary shall be reduced to the Maximum Lawful Amount; and if from any circumstance Beneficiary shall ever receive any interest in excess of the Maximum Lawful Amount, an amount equal to any excessive interest shall be applied to the reduction of the principal amount of the Note and not to the payment of interest, or if such excessive interest exceeds the unpaid principal amount of the Note such excess shall be refunded to Grantor. All interest paid or agreed to be paid to Beneficiary shall, to the extent permitted by applicable law, be amortized, prorated, allocated, and spread throughout the full period until payment in full of the principal amount of the Note (including the period of any renewal or extension thereof) so that the interest thereon for such full period shall not exceed the Maximum Lawful Amount. For purposes of this paragraph, the term interest shall include all considerations and amounts that constitute interest under applicable usury law. This paragraph shall control all agreements between Grantor and Beneficiary.

8.10 Partial Invalidity. In the event any portion of the sums intended to be secured by this Deed of Trust cannot be lawfully secured hereby, payments in reduction of such sums shall be applied first to those portions not secured hereby.

8.11 Captions. The captions and headings of the Articles and Sections of this Deed of Trust are for convenience only and are not to be used to interpret or define the terms and provisions of this Deed of Trust.

8.12 Federal Small Business Certification. Borrower represents, warrants and certifies, that none of the principals of Borrower or Borrower's affiliates have been convicted of, or pleaded *nolo contendere* to, any offense covered by 42 U.S.C. §16911(7). For purposes of this subsection, the term "principal" means: (a) with respect to a sole proprietorship, the proprietor; (b) with respect to a partnership, each managing partner and each partner who is a natural person and holds a twenty percent (20.00%) or more ownership interest in the partnership; and (c) with respect to a corporation, limited liability company, association or development company, each director, each of the five most highly compensated executives or officers of the entity, and each natural person who is a direct or indirect holder of twenty percent (20.00%) or more of the ownership stock or stock equivalent of the entity.

8.13 Purpose. A portion of the Note is for the purchase price of Tract 1 of the real property described above. The liens herein are in addition to a vendor's lien and superior title retained in a deed of even date herewith and therein assigned to Beneficiary.

8.14 Prior Lien. Any default under any prior lien shall be deemed a default hereunder. Beneficiary may cure any such default, and (i) will be subrogated to all liens and rights of the prior lienholder, and (ii) any sums expended to cure such default shall be payable on demand at the default rate of interest set forth in the Note and shall further be secured by the liens herein.

GRANTOR:  
G3 EXHIBITS LLC

BY: Jill Meisner Amérie  
NAME: JILL MEISNER AMÉRIE  
TITLE: MANAGER

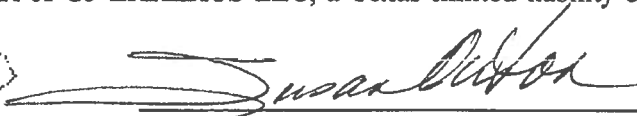
BY: Ernest Scott Amérie  
NAME: ERNEST SCOTT AMÉRIE  
TITLE: MANAGER

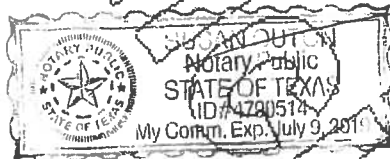
STATE OF TEXAS

§  
§  
§

COUNTY OF TRAVIS

This instrument was acknowledged before me on December 21, 2018, by JILL MEISNER AMERIE, MANAGER of G3 EXHIBITS LLC, a Texas limited liability company on behalf of said company.

  
Notary Public, State of Texas



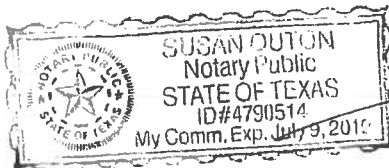
STATE OF TEXAS

§  
§  
§

COUNTY OF TRAVIS

This instrument was acknowledged before me on December 21, 2018, by ERNEST SCOTT AMERIE, MANAGER of G3 EXHIBITS LLC, a Texas limited liability company on behalf of said company.

  
Notary Public, State of Texas



After recording, please return to:  
AMERICAN BANK OF COMMERCE  
ATTN: RECORDS DEPARTMENT  
DRAWER 9  
WOLFFORTH, TEXAS 79382 - 0009



EXHIBIT A

BEING 12.55 ACRES OF LAND OUT OF THE W. S. HOTCHKISS SURVEY NO. 32, ABSTRACT NO. 374, TRAVIS COUNTY, TEXAS AND BEING THE LAND CONVEYED TO JOHN WILLIAM BOHN AND HELEN BOHN FRADY IN THE DEED OF RECORD IN VOLUME 13217, PAGE 70 OF THE REAL PROPERTY RECORDS OF TRAVIS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a found 1/2" pin on the northeasterly right-of-way line of Ferguson Lane for the southeasterly corner of the ABGN Corporation land as described in Volume 5080, Page 1179 of the Official Public Records of Travis County, Texas and the southwesterly corner of this tract; THENCE North 28° 13' 25" East, with the common line of said ABGN Corporation land, a distance of 1982.07 feet to a found 1/2" pin with a "Land Design" cap on the southerly line of the Walnut Creek Partnership land as described in Document No. 2016161140 of the Official Public Records of Travis County, Texas for the easterly corner of said ABGN Corporation land and the northwesterly corner of this tract;

THENCE with the common line of said Walnut Creek Partnership land as follows:  
South 63° 21' 31" East, a distance of 14.98 feet to a found 1/2" pin with a "Land Design" cap;  
South 74° 56' 35" East, a distance of 24.39 feet to a found 1/2" pin with a "Land Design" cap;  
North 79° 34' 24" East, a distance of 307.05 feet to a found 1/2" pin with a "Land Design" cap;  
South 88° 25' 23" East, a distance of 164.47 feet to a corner post;  
South 85° 25' 56" East, a distance of 274.13 feet to a found 3/4" pipe for the northwesterly corner of the TJFA, LP land described in Document No. 2004241448 of the Official Public Records of Travis County, Texas and the northeasterly corner of this tract;

THENCE South 06° 43' 33" West, with the common line of said TJFA, LP land and of the Shannon Kay Wootton land as described in Document No. 2012191322 of the Official Public Records of Travis County, Texas, in all a distance of 712.44 feet to a found 2" pipe corner post for an interior corner of said Wootton land and the upper southeasterly corner of this tract;

THENCE North 75° 30' 12" West, continuing with the common line of said Wootton land and of the Hazel L. Clinton land as described in Volume 6518, Page 1035 of the Official Public Records of Travis County, Texas, in all a distance of 951.55 feet to a found 1/2" pipe for the northwesterly corner of said Clinton land and an interior corner of this tract;

THENCE South 28° 08' 10" West, with the common line of said Clinton land and of Lot 3, Block E, Walnut Place Subdivision, Section One as shown on the plat of record in Volume 8, Page 55 of the Plat Records of Travis County, Texas, in all a distance of 1475.27 feet to a found 1/2" pin on the aforementioned northeasterly right-of-way of Ferguson Lane for the southwesterly corner of said Lot 3 and the lower southeasterly corner of this tract;

THENCE North 60° 25' 39" West, with said right-of-way, a distance of 15.58 feet to the POINT OF BEGINNING and containing 12.55 acres of land as shown on a plat that accompanies this description.

Unofficial Document

FILED AND RECORDED  
OFFICIAL PUBLIC RECORDS



*Dana Debeauvoir*  
DANA DEBEAUVOIR, COUNTY CLERK  
TRAVIS COUNTY, TEXAS

December 21 2018 04:29 PM

FEE: \$ 110.00 2018197064



4 14 7037

WARRANTY DEED

2000

295873

5.00 DEED  
2 11/13/86

THE STATE OF TEXAS

COUNTY OF TRAVIS

} KNOW ALL MEN BY THESE PRESENTS:

That I, JOHANNES BOHN

of the County of Travis 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 a herein named, the receipt of  
which is hereby acknowledged,

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto

HELEN BOHN PRADY, JOHN WILLIAM BOHN and BARBARA BOHN GARNER,  
as their sole and separate property

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

12.75 acres of land, more or less, and being the same land  
conveyed to me by deed from N. A. King dated January 8, 1945  
and recorded in Book 750, Page 554 of the Deed Records of  
Travis County, Texas; to which reference is made;

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 grantees, their heirs and assigns  
forever; and I do hereby bind myself, my heirs, executors and administrators to  
WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantees,  
heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 02<sup>nd</sup> day of November, A.D. 1986.

REAL PROPERTY RECORDS  
Travis County, Texas

00070

0002

JOHANNES BOHN



Mailing address of each grantee:

Name: Helen Frady  
Address: c/o Camp Longhorn  
Burnet, Texas 78611

Name: John William Bohn  
Address: 2804 Westhill  
Austin, Texas 78704

Barbara Garner  
39 Sundown Pkwy.  
Austin, Texas 78746

(Acknowledgment)

STATE OF TEXAS  
COUNTY OF TRAVIS }

This instrument was acknowledged before me on the 12<sup>th</sup> day of November, 1986,  
by JOHANNES BORN.

My commission expires:

7/22/89

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

Sean S. Miller

NOTARY SEAL

(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 }

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_,  
by \_\_\_\_\_ of \_\_\_\_\_  
a \_\_\_\_\_ corporation, on behalf of said corporation.

My commission expires:

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

AFTER RECORDING RETURN TO:

PREPARED IN THE LAW OFFICE OF:

Lang Smith  
710 West Avenue  
Austin, Texas 78701

STATE OF TEXAS COUNTY OF TRAVIS  
I hereby certify that this instrument was FILED on  
the date and at the place stamped herein by me; and  
was duly RECORDED, in the Volume and Page of the  
Public Records of Travis County, Texas as

NOV 13 1986



County Clerk  
TRAVIS COUNTY, TEXAS

00070 0000







the said premises unto the said Clifford E. Palmer and Eulalia Hove Palmer their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness my hand at Austin, Texas, this 9th day of January, A.D. 1945.

Lois E. Parker

The State of Texas

County of Travis: Before me, the undersigned authority on this day personally appeared Lois E. Parker, a feme sole, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 9th day of January, A.D. 1945.

(Notary Public) Frank Trehall, Notary Public within and for  
Travis County, Texas

40.80 U.S. Int. Rev. Stamps Cancelled.

*Filed for Record, Travis Co., 1945, at 11:30 A.M. - Recorded, 1945, at 12:30 P.M.*

THE STATE OF TEXAS

COUNTY OF TRAVIS: KNOW ALL MEN BY THESE PRESENTS:

That I, H. A. King, having a legal homestead in the City of Austin, Texas, not in any way connected with the hereinafter set out real property, the said H. A. King being of the County of Travis, State of Texas, for and in consideration of the sum of Thirteen Hundred and Fifty and no/100 (\$1350.00) Dollars to me in hand paid by Johannes Behn, of Travis County, Texas as follows:

The sum of Thirteen Hundred and Fifty and no/100 (\$1350.00) Dollars cash to me in hand paid by Johannes Behn, the receipt of which is hereby duly acknowledged;

Taxes for the year 1945 are to be paid by grantee.

The said H. A. King was a widower on Dec. 14, 1913 and on Jan. 1, 1915, when the two hereinafter set out tracts of land were bought, as his first wife died in 1897, and he did not marry his present wife until the 23 day of Dec., A. D. 1941 and the property had then been fully paid for.

HAVE GRANTED, SOLD AND CONVEYED, and by these presents do Grant, Sell and Convey, unto the said Johannes Behn, of the County of Travis, State of Texas, all those certain lots, tracts or parcels of land, lying and being situated, in the County of Travis and in the State of Texas, out of the W. S. Hotchkiss Survey and the James O. Rice Survey, Travis County, Texas and more fully described as follows:

1st. Tract: Beginning at a stake on the southerly line of the W. S. Hotchkiss Survey, 505 yrs. N. 60 deg. West from the South east corner of said survey, said beginning corner being the most easterly corner of a 150 acre tract conveyed to John Alexius Johnson by Jesse Worth Magwell by deed dated July 7, 1931, recorded in Book No. 227, page 611 of the Deed Records of Travis County, Texas, thence N. 60 deg. West along the Northeasterly line of said 150 acre tract S. 33 yrs for corner thence S. 30 deg. West parallel with the South easterly line of said 150 acre tract 719 yrs to the most Southeasterly line of said 150 acre tract, thence S 30 deg. East 5.33 yrs to the most Southerly corner of said 150 acre tract, thence N. 30 deg. East along the most southeasterly line of said 150 acre tract to the place of beginning, and being the same tract which was conveyed to H. A. King by John Alexius Johnson by deed dated Dec. 14, 1913, and recorded in Vol. 251, page 588, et seq of the Deed Records of Travis County, Texas, to which reference is here made for all purposes, together with all improvements thereon.

2nd Tract: Beginning at the North east corner of the above tract marked by an 8 inch





ceder post and from which point a pecan tree 15 in. in diameter bears S 45 deg. West at a distance of 4.2 yrs. and a 34 in. pecan tree bears S. 81 deg. East at a distance of 28 1/2 yrs. thence N. 65 deg. East along fence for a distance of 122 yrs. to a large hickory tree on line, thence S 65 deg. 30 min. East across big Walnut Creek for a distance of 35 yrs to a box elder tree on line, thence S. 84 deg. East along fence 102 yrs. to a corner post thence S. 8 deg. 50 min. along fence 254 yrs. to a corner post, thence N 74 1/2 deg. West along fence 110 yrs. to a 30 in. pecan tree on line, thence continuing on same course N. 74 1/2 deg. and across Big Walnut Creek for a distance of 251 yrs to an 8 in. cedar post for a corner, which post is in the East line of said first tract above described, thence N. 55 deg. East for a distance of 124 yrs. and along the East line of said first tract to the place of beginning, and containing 11.65 acres of land, more or less, as per survey made by H. A. Mulholland and W. M. Bohn Dec. 11, 1944, and being the same tract which was conveyed to H. A. King by William M. Dunson and wife, by deed dated Jan. 1, 1913 recorded in Vol. 294, page 264, of the Deed Records of Travis County, Texas, to which reference is here made for all purposes, together with all improvements thereon.

This aggregate of said two tracts of land is 18.75 acres of land, more or less.

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 Johannes Bohn, his heirs and assigns forever, and I do hereby bind myself, my heirs, executors and administrators, to Warrent and Forever Defend, all and singular the said premises unto the said Johannes Bohn, his heirs and assigns, against every person whatsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS MY HAND at Austin, Texas, this 6th day of January, 1945.

\$1.65 U. S. Int. Rev. Stamp Tax. H. A. King

THE STATE OF TEXAS §

COUNTY OF TRAVIS § BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared H. A. King, 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 6 day of January, A. D. 1945.

George S. Howell

(Notary Seal)

Notary Public in and for Travis County, Texas

6623

Filed for record Jan. 12, 1945 at 11:00 A. M.--- Recorded Jan. 12, 1945 at 2:55 P. M.

O-----G

Loan No. 54543

RELEASE OF DEED OF TRUST

Norman F. Hoop

THE STATE OF TEXAS §

Austin Nat'l Farm Loan Ass'n.

COUNTY OF HARRIS § KNOW ALL MEN BY THESE PRESENTS:

That, The Federal Land Bank of Houston, for and in consideration of the full and final payment of all amounts owing to it on that certain promissory note in the principal sum of \$7,500.00, described in deed of trust dated April 9, 1937, executed by Frank M. Schturmbein in favor of the Trustee therein named, and recorded in Volume 401, page 223, Deed of Trust or Land Mortgage Records of Travis County, Texas, identified on the records of The Federal Land Bank of Houston as Loan No. 54543, to which deed of trust and its record reference is here made for all pertinent purposes, DOES HEREBY RELEASE the land described in said deed of trust from any and all liens held by the undersigned bank that were created by virtue



the said premises unto the said Clifford E. Palmer and Eulalia More Palmer their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness my hand at Austin, Texas, this 9th day of January, A.D. 1943.

Lois E. Parker

The State of Texas

County of Travis Before me, the undersigned authority on this day personally appeared Lois E. Parker, a feme sole, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 9th day of January, A.D. 1943.

(Notary Public) Frank Prebell, Notary Public within and for

Travis County, Texas

25.20 U.S. Int. Rev. Stamps Cancelled.

*Filed for Record Jan 12, 1943 at 11:30 A.M. - Recorded Jan 12, 1943 at 12 P.M.*

THE STATE OF TEXAS

COUNTY OF TRAVIS KNOW ALL MEN BY THESE PRESENTS:

That I, W. A. King, having a legal homestead in the City of Austin, Texas, not in any way connected with the hereinafter set out real property, the said W. A. King being of the County of Travis, State of Texas, for and in consideration of the sum of Thirteen Hundred and Fifty and no/100 (\$1350.00) Dollars to me in hand paid by Johannes Bohn, of Travis County, Texas as follows:

The sum of Thirteen Hundred and Fifty and no/100 (\$1350.00) Dollars cash so as in and paid by Johannes Bohn, the receipt of which is hereby duly acknowledged;

Taxes for the year 1943 are to be paid by grantees.

The said W. A. King was a widower on Dec. 16, 1913 and on Jan. 1, 1913, when the two hereinafter set out tracts of land were bought, as his first wife died in 1897, and he did not marry his present wife until the 22 day of Dec., A. D. 1941 and the property had then been fully paid for.

HAVE GRANTED, SOLD AND CONVEYED, and by these presents do Grant, Sell and Convey, unto the said Johannes Bohn, of the County of Travis, State of Texas, all those certain lots, tracts or parcels of land, lying and being situated, in the County of Travis and in the State of Texas, out of the W. S. Hutchkiss Survey and the James D. Rice Survey, Travis County, Texas and more fully described as follows:

1st. Tract: Beginning at a stake on the southerly line of the W. S. Hutchkiss Survey 505 vrs. N. 60 deg. West from the South east corner of said survey, said beginning corner being the most easterly corner of a 150 acre tract conveyed to John Alexius Johnson by James Worth Maxwell by deed dated July 7, 1931, recorded in Book No. 237, page 611 of the Deed Records of Travis County, Texas; thence N. 00 deg. West along the Northeasterly line of said 150 acre tract 8.37 vrs to the corner thence S. 30 Deg. West parallel with the South easterly line of said 150 acre tract 718 vrs to the most Southwesterly line of said 150 acre tract, thence S. 60 deg. East 8.33 vrs to the most Southerly corner of said 150 acre tract, thence S. 30 deg. West along the most southeasterly line of said 150 acre tract to the place of beginning, and being the same tract which was conveyed to W. A. King by John Alexius Johnson by deed dated Dec. 16, 1913, and recorded in Vol. 261, page 568, of the Deed Records of Travis County, Texas, to which reference is here made for all purposes, together with all improvements thereon.

2nd Tract: Beginning at the North east corner of the above tract marked by an 8 inch



cedar post and from which point a pecan tree 18 in. in diameter bears S 45 deg. West at a distance of 4.2 yrs. and a 34 in. pecan tree bears S. 81 deg. East at a distance of 30 1/2 yrs. thence N. 83 deg. East along fence for a distance of 123 yrs. to a large hackberry tree on line, thence S 86 deg. 50 min. East across Big Walnut Creek for a distance of 85 yrs to a box elder tree on line, thence S. 84 deg. East along fence 102 yrs. to a corner post thence S. 8 deg. 30 min. along fence 234 yrs. to a corner post, thence N 74 1/2 deg. West along fence 110 yrs. to a 30 in. pecan tree on line, thence continuing on same course N. 74 1/2 deg. and across Big Walnut Creek for a distance of 331 yrs to an 8 in. cedar post for a corner, which post is in the East line of said first tract above described, thence N. 34 deg. East for a distance of 184 yrs. and along the East line of said first tract to the place of beginning, and containing 11.95 acres of land, more or less, as per survey made by B. A. Mulholland and H. M. Bohm Dec. 11, 1944, and being the same tract which was conveyed to E. A. King by William M. Dunson and wife, by deed dated Jan. 1, 1925 recorded in Vol. 294, page 344, of the Deed Records of Travis County, Texas, to which reference is here made for all purposes, together with all improvements thereon.

This aggregate of said two tracts of land is 12.76 acres of land, more or less.

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 Johannes Bohm, his heirs and assigns forever, and I do hereby bind myself, my heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said Johannes Bohm, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS MY HAND at Austin, Texas, this 8th day of January, 1945.

\$1.65 U. S. Int. Rev. Stamps Can. N. A. King

THE STATE OF TEXAS

COUNTY OF TRAVIS I, GEORGE S. DOWELL, the undersigned, a Notary Public in and for said County and State, on this day personally appeared N. A. King, 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 8 day of January, A. D. 1945.

George S. Dowell

(Notary Seal)

Notary Public in and for Travis County, Texas

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Filed for record Jan. 12, 1945 at 11:00 A. M. --- Recorded Jan. 12, 1945 at 2:45 P. M.

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Loan No. 34543

RELEASE OF DEED OF TRUST

Herman F. Nepp

THE STATE OF TEXAS

Austin Nat'l Farm Loan Ass'n.

COUNTY OF HARRIS

I KNOW ALL MEN BY THESE PRESENTS:

That, The Federal Land Bank of Houston, for and in consideration of the full and final payment of all amounts owing to it on that certain promissory note in the principal sum of \$7,500.00, described in deed of trust dated April 9, 1927, executed by Frank M. Satterwhite in favor of the Trustee therein named, and recorded in Volume 401, page 383, Book of Trust or Land Mortgage Records of Travis County, Texas, identified on the records of The Federal Land Bank of Houston as Loan No. 34543, to which deed of trust and its record reference is here made for all pertinent purposes. DOES HEREBY RELEASE and



to be collected for Attorney's fees. And it is hereby, and in said promissory notes agreed, that if either of said promissory notes or any installment of interest thereon shall not be paid when due, then, at the option of the holder of the said promissory notes, the principal and interest then accrued, shall at once become due and payable, and suit may be immediately commenced at the option of the holder of the said promissory notes, to collect the same and foreclose the vendor's lien herein retained to secure the payment of the same; and to secure the payment of each and all of said promissory notes, the Vendor's Lien is hereby retained on the said property hereinbefore described and conveyed.

AND THIS CONVEYANCE is made by me, and accepted by the said Egon Schwarzer with the express understanding and agreement that he, the said Egon Schwarzer is to pay all taxes assessed against the property hereinbefore described and conveyed for the year 1914, and all subsequent years, until the said promissory notes are fully paid; and is to keep the improvements on said property insured against fire at his own expense for at least Five Hundred (\$500.00) Dollars, in an Insurance Company or Companies to be selected by the holder of said notes, and to have the Policy or Policies of Insurance payable to the holder of said notes, as the interest of such holder may appear, until said promissory notes are all fully paid; and in case the said Egon Schwarzer fails to pay said taxes on said property, when the same severally become due and payable, or in case he fails to procure such policy or policies of insurance, or fails to pay any premium therefor, then the holder of said notes, may, without being under obligation to do so, pay such taxes, or take out said policy or policies of insurance and pay the premium therefor, for, and on account of the said Egon Schwarzer and any such taxes on said property, or premium of insurance on said improvements, or both, paid by the holder of said notes, shall from the time of such payment constitute a debt against the said Egon Schwarzer, in favor of such holder paying the same, for the amount paid, which shall bear interest from the time of such payment, at the rate of Ten (10) per cent per annum, payable annually, and the payment of such debt and interest shall be secured by the said Vendor's Lien herein retained on the said property; and in case the said Egon Schwarzer fails to pay said taxes on said property, and to keep the improvements insured against fire, as aforesaid, or in case of failure to pay any one of the said promissory notes, hereinbefore mentioned and described, when the same becomes due and payable, then all the said promissory notes shall immediately become due and payable, at the option of the holder thereof, and the holder is hereby authorized to immediately institute proceedings for collection and the foreclosure of the said Vendor's Lien herein retained.

Witness my hand this the 2nd day of January, A.D. 1914.

D.B. Gracy,

Independent Executor of the Will of Mrs. Laura H.A. Wilson, decd.

THE STATE OF TEXAS#

COUNTY OF TRAVIS# Before me, W.H. Cullen, a Notary Public, within and for said County and State, on this day personally appeared D.B. Gracy, 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, and in the capacity as Independent Executor of the Will of Mrs. Laura H.A. Wilson, decd;

Given under my hand and seal of office, this the 5th day of January, A.D. 1914.

W.H. Cullen,

(Notary Seal)

Notary Public, Travis County, Texas

Filed for record 6 Jan. 1914, 2:30 P.M. Recorded 12 Jan. 1914, 3:20 P.M.

THE STATE OF TEXAS#

County of Travis# Know all men by these presents: That I, John Alexius Johnson, of Travis County, Texas, for and in consideration of the sum of Fifty-Eight Dollars and Eighty-eight Cents





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(\$98.88) to me cash in hand paid by N.A. King, the receipt whereof is hereby acknowledged, HAVE GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY, unto the said N.A. King, of Travis County, Texas, all that certain lot or parcel of land situate, lying and being in the County of Travis and State of Texas, and described as follows, to-wit: A portion of that certain 150 acre tract of land in Travis County, Texas (which 150 acre tract consists of Seventy acres of the W.S. Hotchkiss Original Survey and Eighty acres of the James O. Rice Original Grant in said county and state) which tract was conveyed to me by the deed of conveyance executed by Jesse North Maxwell, dated the 7th day of July, 1913, and recorded in Book 257, pages 611 and 612, Deed Records of Travis County, Texas, which deed and the said records thereof are hereby referred to and made a part thereof for description of said 150 acre tract and of the lot or parcel of ground herein described and conveyed; beginning at a stake on the Southerly line of the W.S. Hotchkiss Survey, 505 vrs. N. 60 degrees W. from the Southeast corner of said Survey, said beginning point being the most Easterly corner of said 150 acre tract; Thence N. 60 degrees W. along the Northeasterly line of said 150 acre tract 5.33 vrs. for corner; Thence S. 30 degrees W. parallel with the Southeasterly line of said 150 acre tract 719 vrs. to the most Southwesterly line of said 150 acre tract; Thence S. 60 degrees E. 5.33 vrs. to the most Southerly corner of said 150 acre tract; Thence N. 30 degrees E. along the most Southeasterly line of said 150 acre tract to be place of beginning, -it being my intention to herein describe and convey a strip of land 5 1/3 vrs. wide off the South-easterly end of said 150 acre tract.

It is expressly represented that said tract of land is not a part of my homestead-I having a homestead elsewhere in Travis County, Texas.

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 N.A. King, his heirs and assigns, forever. And I hereby bind myself, my heirs, executors and administrators to WARRANT AND FOR EVER DEFEND all and singular the said premises unto the said N.A. King, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness my hand in Travis County, Texas, this 18th day of December, A.D. 1913.

John Alexius Johnson

THE STATE OF TEXAS#

COUNTY OF TRAVIS# Before me, A.O. Sambo, a notary public in and for Travis County, Texas, on this day personally appeared John Alexius Johnson, 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 in Travis County, Texas, this 18th day of December, A.D. 1913.

A.O. Sambo,

(Notary Seal #2191)

Notary Public, Travis County, Texas

Filed for record 6 Jan. 1914, 1:36 P.M. Recorded 12 Jan. 1914, 3:45 P.M.

THE STATE OF TEXAS#

County of Travis# Know all men by these presents: That I, W.T. Caswell, of the City of Austin, Travis County, Texas, for and in consideration of the sum of Twenty-five Thousand Dollars (\$25000.00) paid and to be paid by D.B. Scott, of Hays County, Texas, as follows: Fifteen Thousand Five Hundred Eighty and 66/100 Dollars (\$15,580.66) cash receipt of which is hereby acknowledged, and the assumption of the payment by the said D.B. Scott, of the following notes and interest thereon from January 1, 1914, viz:

1. Four (4) notes for the sum of Ten Hundred and Fifty Dollars (\$1050.00) dated December 5, 1912, due December 5, 1914, 1915, 1916 and 1917, bearing six per cent interest and payable to the Texas Trust Company, of Austin, Texas, and fully described in a certain deed of trust given by J. Richard Fernandez and wife, Ellen M. Fernandez to Sam Sparks, Trustee, dated December 5, 1912, and





