

THE STATE OF TEXAS,)
COUNTY OF TRAVIS.) KNOW ALL MEN BY THESE PRESENTS:

That we, Mrs. Winnie A. Ponton and husband, J. B. Ponton, of Travis County, Texas, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable considerations to us in hand paid by Murray B. Simmons, the complete receipt and satisfaction of all of which is hereby, by us, expressly acknowledged and confessed, and no lien, express or implied, being retained to secure the same or any part thereof;

Have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said Murray B. Simmons, of Travis County, Texas, the following described lot, tract or parcel of land situated in Travis County, Texas, and being four and three-tenths (4.3 A.) acres of land located in the Thomas J. Chambers 8 League Grant in Travis County, Texas, and being a part of that tract of land described in Book 53f, page 33, of the Deed Records of Travis County, Texas, in Deed to the said Mrs. Winnie A. Ponton, and the tract hereby conveyed being particularly described by field notes prepared by T. A. Jackson, Licensed State Land Surveyor, in accordance with a survey of said tract made by him on March 20, 1953, as follows:

BEGINNING at an iron stake on the South boundary of a road 50 feet in width for the North-east corner of this tract, from which an old stone mound under fence in the South boundary of the George W. Davis Survey bears N. 30° 07' E. 51.0 feet. Said old stone mound is the North-east corner of a 100 acre tract (of which this tract is a part) conveyed to Mrs. Winnie A. Ponton by deed dated November 14, 1935, as same appears of record in Book 535, page 33, of the Deed Records of Travis County, Texas;

THENCE with the East boundary of the said 100 acre tract S. 30° 07' W. 215.3 feet to a cedar stake in an old stone mound for an angle corner of this tract and an ell corner of the 100 acre tract;

THENCE S. 24° 14' E. 276.2 feet to an iron stake

in fence on the East boundary of the aforementioned 100 acre tract for an easterly North-east corner of this tract;

THENCE with the East boundary of said 100 acre tract as fenced S. 29° 17' W. 243.3 feet to an ironstake in same for the South-east corner of this tract, same being the North-east corner of a 92.15 acre tract sold to Fred Eby by the Grantors herein;

THENCE with the North boundary of said 92.15 acre tract as fenced N. 58° 59' W. 401.0 feet to an iron stake on same in fence for the South-west corner of this tract and the South-east corner of a 2.9 acre tract sold to Jim Neeley by the Grantors herein;

THENCE with the East boundary of the said 2.9 acre tract N. 27° 27' E. 614.1 feet to an iron stake on the South boundary of the aforementioned road, for the North-west corner of this tract and the North-east corner of the said 2.9 acre tract;

THENCE with the South boundary of said road S. 59° 51' E. 201.4 feet to the place of beginning, and containing 4.3 acres of land.

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

This conveyance, however, is made subject forever to the restrictions, covenants and conditions as follows, to-wit:

1. No part of said premises shall ever be used for business or commercial purposes.
2. Any residential improvements which may be erected thereon shall cover not less than twelve hundred square feet (1,200 sq. ft.) in area of floor space, exclusive of

garage; and no such buildings shall be located at a distance of less than forty-feet (40') of a property line of the premises upon which such buildings may be located.

3. No rock quarry or gravel pit shall ever be excavated or located on said premises.

The Grantee in this conveyance hereby accepts same subject to all of the foregoing restrictions and conditions, which are deemed to be covenants running with the land, and the Grantee, for himself, his heirs and assigns, covenants to and with the Grantors, their heirs and legal representatives, that they will faithfully observe all and each of the foregoing restrictions and conditions whether or not they are repeated in any subsequent conveyances of the above described premises.

WITNESS OUR HANDS, this, the 23 day of April, A. D. 1953.

(\$2.20 U. S. Int.Rev. Stamps Can.)

Winnie A. Ponton
J. B. Ponton

THE STATE OF TEXAS,)
COUNTY OF TRAVIS.)

Before me, *F. B. Kellum*,

a Notary Public in and for Travis County, Texas, on this day personally appeared J. B. Ponton and Winnie A. Ponton, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that each executed the same for the purposes and consideration therein expressed; and the said Winnie A. Ponton, wife of the said J. B. Ponton, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Winnie A. Ponton, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this, the 26th day of April, A. D. 1953.

Filed for Record May 2, 1953 at 9:30 A.M.
Recorded May 5, 1953 at 8:15 A. M.

F. B. Kellum
Notary Public, Travis County, Texas.