

THE STATE OF TEXAS, }
 COUNTY OF TRAVIS. }

KNOW ALL MEN BY THESE PRESENTS:

That we, Winnie A. Ponton and wife, J. B. Ponton, of Travis County, Texas, in consideration of the sum of Thirteen Thousand Two Hundred and Thirty Dollars (\$13,230.00) paid and to be paid to us by Thomas A. Graham in the following manner, to-wit: The said Thomas A. Graham has on this date paid to us in cash the sum of Two Thousand Dollars (\$2,000.00), the receipt of which is hereby, by us, acknowledged; and the said Thomas A. Graham has also, for the remainder of said consideration, executed and delivered to the said Winnie A. Ponton his one (1) certain Promissory Vendor's Lien Note for the principal sum of Eleven Thousand Two Hundred and Thirty Dollars (\$11,230.00), payable to the order of the said Winnie A. Ponton at Austin, in Travis County, Texas, on or before four (4) years from this date, but not sooner than one year from date; said note bearing interest from date until paid at the rate of six per cent. (6%) per annum, payable semi-annually, and, if not so paid, interest is to become as principal and bear the same rate of interest; said note providing that if same be placed in the hands of an attorney for collection after maturity from any cause, or if same be collected through any character of legal proceedings, the maker promises to pay an additional sum of ten per cent. (10%) on the full amount then due hereon, as attorney's fees; and the payment of which said note is secured by a Vendor's Lien on the premises hereby conveyed, which is hereby expressly reserved and retained to secure the full and final payment of said note; and, as additional security for the payment of said note, the Grantee promises and agrees to pay all taxes accruing upon said premises for the year 1955 and years subsequent thereto while said note may remain unpaid, prior to delinquency of any such taxes; and it is hereby and in said note provided that failure to pay the interest thereon when due and taxes on said premises before delinquency, then, and in either such event, and at any time while either such delinquency may continue, the holder of said note may, at her option, mature all amounts then remaining unpaid on said note; or, at her option, she may

continue said note in effect and pay such delinquent taxes for the account of the maker of said note; and any sums so paid shall be due upon demand, with interest thereon at the rate of eight per cent. (8%) per annum, and the payment thereof expressly secured by the lien retained to secure the payment of said note;

Have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said Thomas A. Graham, of Travis County, Texas, the following described tract or parcel of land situated in Travis County, Texas, being forty-two acres (42.0 A.) of land, partly located in the George W. Davis Survey (in conflict with the Thomas J. Chambers 8 League Grant), and in the Thomas J. Chambers 8 League Grant, in Travis County, Texas, about four miles North-west of the City of Austin, and being parts of those two tracts described in conveyances to Mrs. Winnie A. Ponton by Deeds recorded in Book 535, page 33, and Book 612, page 495, of the Deed Records of Travis County, Texas; and said 42.0 acre tract being more particularly described by metes and bounds, as follows:

BEGINNING at a Cedar post in an old stone mound at the North-west corner of a 100 acre tract of land conveyed to Mrs. Winnie A. Ponton in the T. J. Chambers 8 League Grant by Deed recorded in Book 535, page 33, of the Deed Records of Travis County, Texas, for the North-west corner of this tract, same being a North-east corner of the Wendlandt properties in the T. J. Chambers 8 League Grant;

THENCE with the West boundary as fenced of the aforementioned 100 acre tract and an East boundary of the Wendlandt property S. 28° 20' W. 222.5 varas to an iron stake under fence for the South-west corner of this tract, same being the North-west corner of a 92.15 acre tract conveyed by Mrs. Winnie A. Ponton et vir. to Fred Eby, Jr., out of the said 100 acre tract and a 47 acre tract in the T. J. Chambers 8 League Grant.

THENCE with the North boundary of said Eby tract and along the fence on the eastern part of said tract S. 59° 05' E. 671.5 varas to an iron stake under fence for the South-east corner of this tract, from which an 8" Live Oak marked "X" bears N. 44° 2' E. 12.3 varas and a 4" Live Oak marked "X" bears S. 50° 17' E. 9.1 varas;

THENCE N. 30° 46' E. 228.8 varas to an iron stake on the South side of a fence and in the South boundary of the George W. Davis Survey for an angle corner of this tract, from which a nail head in a 4" Live Oak marked "X" bears N. 39° 50' E. 2.3 varas and a nail head in a 5" elm marked "X" bears S. 9° 49' W. 7.7 varas;

THENCE N. 46° 49' E. 198.9 varas to an iron stake in an old field for an angle corner of this tract, same being the South-west

corner of a 2.23 acre tract heretofore conveyed out of the Second Tract described in Book 612, page 495, and Book 1072, page 327, of the Deed Records of said County;

THENCE with the West boundary of said tract N. 1° 13' W. 197.6 varas to an iron stake under fence for the North-east corner of this tract and in the North boundary of that tract as described in Book 612, page 495;

THENCE with the fence on the North boundary of said tract the following four courses and distances:

(1) S. 87° 16' W. 109.1 varas to an iron stake;
 (2) N. 89° 12' W. 63.9 varas to an iron stake;
 (3) N. 81° 26' W. 31.8 varas to an iron stake, and
 (4) N. 75° 48' W. 53.1 varas to an iron stake in fence corner for the North-west corner of this tract, same being the South-west corner of the aforementioned tract as described in Book 612, page 495;

THENCE with the fence on the West boundary of said tract S. 29° 55' W. 233.8 varas to a wood stake in a stone mound at fence corner in the North boundary of the 100 acre tract as described in Book 536, page 33, same being called the South-west corner of the George W. Davis Survey, and is the South-west corner of the aforementioned tract as described in Book 612, page 495;

THENCE with the North boundary of said 100 acre tract and the fence on said boundary part of the way N. 69° 34' W. 413.4 varas to the place of beginning and containing 42.0 acres of land, there being approximately 17 acres of land in the George W. Davis Survey and 25 acres of land in the T. J. Chambers 8 League Grant; - according to survey thereof made by T. A. Jackson, Licensed State Land Surveyor, Austin, Texas, and completed November 25, 1954.

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 Thomas A. Graham, 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 Thomas A. Graham, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof; excepting, however, taxes for the year 1955, the payment of which is assumed by the Grantee herein.

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

1. No quarry or rock crushing operations, and no heavy industry of other nature whatsoever shall ever be conducted upon the above described premises nor any part thereof.

2. No beer, malt or spirituous liquors of any kind shall

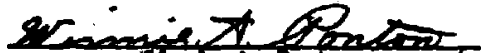
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to sold or offered for sale on the premises hereby conveyed in any such establishment as a tavern or inn principally engaged in the sale of beer, malt or spirituous liquors.

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 or assigns, covenants to and with the Grantors, their heirs and legal representatives, that he 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.

But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property, premises and improvements, until the above described note, and all interest thereon are fully paid according to its face and tenor, effect and reading, when this deed shall become absolute.

WITNESS OUR HANDS, this, the 21st day of January, A.D. 1955.


Winnie A. Ponton.


J. B. Ponton.

THE STATE OF TEXAS,)
COUNTY OF TRAVIS.)

Before me, ROY J. GERMAN

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,

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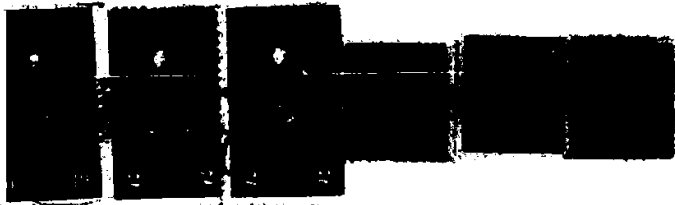
acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this, the 21st day of January, A.D. 1955.



ROY A. GERMAN

Roy A. German
Notary Public, Travis County, Texas.



Filed for Record Jan. 21, 1955 at 1:45 P. M. Recorded Jan. 25, 1955 at 9:30A.M

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