

THE STATE OF TEXAS :
COUNTY OF TRAVIS :

KNOW ALL MEN BY THESE PRESENTS,

That I, EDWIN LONDON, of Travis County, Texas, (not joined herein by my wife for the reason that the property herein conveyed is not now nor has it ever been my homestead or any part thereof) for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good, valuable and sufficient consideration cash to me in hand paid by the Grantee hereinafter named, the receipt of which is hereby acknowledged and confessed, and for the payment of which no right or lien, express or implied, is retained; and the further consideration of the assumption of and promise to pay by the Grantee herein one (1) certain promissory note as follows: In the original principal sum of TWENTY-THREE THOUSAND NINE HUNDRED SIXTY AND NO/100 (\$23,960.00) DOLLARS payable to the order of Thomas A. Graham, at Austin, Texas, given by the Grantor herein under date of December 19, 1955, payable on or before three (3) years after date thereof and bearing interest from date until paid at the rate of five per cent (5%) per annum, interest payable semi-annually. Said note contains the usual provisions for accelerated maturity and attorney's fees in the event of default and is primarily secured by the vendor's lien reserved in the deed to this Grantor of the hereinafter described property of record in Volume 1047, Page 67, of the Deed Records of Travis County, Texas, to which deed and the record thereof reference is here expressly made for the terms of payment of said note and provisions of said note, and the Grantee in accepting this deed expressly assumes and promises to pay in full, according to the terms and tenor thereof, said promissory note above described, secured by said vendor's lien, and to perform all acts and covenants in said deed contained as a part of the consideration for this conveyance, the Grantor herein warranting unto the said Grantee that there remains unpaid on said note at this time the sum of \$23,960.00, with interest thereon from December 19, 1955.

HAVE GRANTED, SOLD AND CONVEYED, and by these presents DOES GRANT, SELL AND CONVEY unto AUSTIN CORPORATION, a body corporate, of Austin, Travis County, Texas, the following described lot, tract or parcel of land lying and being situated in Travis County, Texas, to wit:

Deed in Volume 1241, Page 57, of the Deed Records of Travis County, Texas, bearing date of the 11th day of June, 1881, and being also recorded in Volume 1241, Page 57, of the Deed Records of Travis County, Texas, and also being referred to in Book 535, Page 33, of the Deed Records of Travis County, Texas, and also being referred to in Volume 1241, Page 57, of the Deed Records of Travis County, Texas, and also being referred to in Volume 1241, Page 57, of the Deed Records of Travis County, Texas, and also being referred to in Volume 1241, Page 57, of the Deed Records of Travis County, Texas, and also being referred to in Volume 1241, Page 57, of the Deed Records of Travis County, Texas.

BEGINNING at a cedar post in an old stone mound at the northwest corner of a 100 acre tract of land conveyed to Mrs. Winnie A. Fenton 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 northwest corner of this tract, same being a northeast 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 $S. 28^{\circ} 20' W. 222.5$ varas to an iron stake under fence for the Southwest corner of this tract, same being the Northwest corner of a 92.15 acre tract conveyed by Mrs. Winnie A. Fenton, 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 $E. 55^{\circ} 55' S. 671.6$ varas to an iron stake under fence for the southeast corner of this tract, from which an 8" Live Oak marked "X" bears $N. 41^{\circ} 13' E. 12.3$ varas and a 4" Live Oak marked "X" bears $S. 50^{\circ} 17' E. 9.1$ varas;

THENCE $N. 30^{\circ} 46' E. 209.9$ varas to an iron stake on the South side of a fence and in the South boundary of the George W. Lovvyr Survey for an angle corner of this tract, from which a nail head in a 4" Live Oak marked "X" bears $N. 39^{\circ} 50' W. 2.3$ varas and a nail head in a 6" elm marked "X" bears $S. 5^{\circ} 43' W. 7.7$ varas;

THENCE $N. 46^{\circ} 49' E. 178.9$ varas to an iron stake in an old field for an angle corner of this tract, same being the southwest corner of a 2.23 acre tract heretofore conveyed out of the heretofore tract described in Book 612, Page 495 and Book 1072, Page 377, of the Deed Records of Travis County;

THENCE with the west boundary of said tract $N. 1^{\circ} 13' W. 127.6$ 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 (4) courses and distances:
(1) $S. 87^{\circ} 16' W. 109.1$ varas to an iron stake;
(2) $N. 29^{\circ} 12' W. 53.2$ varas to an iron stake;
(3) $N. 81^{\circ} 26' W. 31.8$ varas to an iron stake, and
(4) $N. 75^{\circ} 19' W. 53.1$ varas to an iron stake in fence corner for the Northwest corner of this tract, same being the Southwest corner of the aforementioned tract as described in Book 612, Page 495;

THENCE with the fence on the west boundary of said tract $S. 20^{\circ} 55' W. 233.8$ 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 535;

Page 33, same being called the Southwest corner of the George W Davis Survey, and is the Southwest 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 59 deg. 34 min. W 113.4 varas to the place of beginning and containing 12.0 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 Grantee above named, its successors or 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 Grantee, its successors 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 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 be 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 for running with the land; and the Grantee, itself, its successors or assigns, covenants to and with the Grantor, his heirs and legal representatives that it 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 indebtedness above mentioned and described, as evidenced by the hereinbefore described note, principal and interest, is fully paid according to the face and

tenor, effect and reading thereof, when this deed shall become absolute; and the release by the holder of the note hereby assumed, of the lien securing its payment, shall constitute the release of any and all liens, express or implied, herein retained to secure the Grantor in the payment of said assumed note;

The Grantor herein is to pay all taxes on the above described property for all years up to and including the year 1955, and the Grantee herein is to assume the payment of the taxes for the year 1956, the same having been prorated as of the date of this deed. The Grantee herein is to pay the annual taxes and keep the premises hereby conveyed insured in some good and reliable insurance company acceptable to the holder or holders of said note, and in case of failure of the Grantee to pay said taxes and insurance the holder of said note will have the option of either declaring said note due and payable or paying said taxes and insurance on behalf of the Grantee herein, and adding said amount so paid to the amount of principal then due on said note, and said amount so added shall accrue as principal and bear the same rate of interest as said note, and the payment thereof being secured by the deed of this herein witnessed.

WITNESSED THIS 2nd day of March, A.D. 1956.

\$13.75 U.S. Int. Rev. Stamps Cancelled

Edwin London
Edwin London

THE CLERK OF RECORDS

COUNTY OF HAVIS

BEFORE ME, the undersigned authority, on this day personally appeared EDWIN LONDON, 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 2nd day of March, 1956.



Clair Dalton

Filed for Record Apr. 27, 1956, at 12:10 P.M.
Recorded May 1, 1956, at 8:39 A.M.