

Portions of Area Shown Lie in a Designated Flood Area According to F.I.E.M. Panel # 481055-0008 A May 31, 1977 (Excluded From Certification)

Eugene Fasham Smith  
Volume 1299 Page 180  
Called 6.84 acres

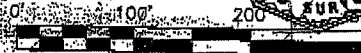
• 21/2" Iron Rod found, unless otherwise noted  
○ 1/2" Iron Rod, see, unless otherwise noted  
Field Notes Prepared of Even Date  
Bearing Source: Volume 1299 Page 180 (W.B.L.)

**PLAT OF SURVEY**  
**SHOWING**  
**PART of the M. GAUSE SURVEY A-247**  
**METES & BOUNDS VOLUME 1799 PAGE 394**  
**REAL PROPERTY RECORDS OF WOOD COUNTY**  
**WAGG COUNTY, TEXAS**  
**SURVEYED APRIL, 2003**  
**SCALE 1" = 100.00'**

I, RUBEN GREGG SAXON, REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5669 do hereby certify to Billy Watson that the plat shown hereon was prepared from an actual survey made on the ground under my direction and supervision during the month of April, 2003. Any Conflicts, Protrusions, and Encroachments are as shown. Any visible, above ground, permanent improvements are as shown.

GIVEN UNDER MY HAND AND SEAL, this 28th day of April, 2003.

*Ruben Gregg Saxon*  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5669



Saxon Surveying

66' = 006'

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

## **WARRANTY DEED**

**DATE:** October 18, 2006

Exhibit

**GRANTOR:** Mineola Community Bank, SSB, duly incorporated and doing business under the Laws of the State of Texas, acting by and through J. H. Herlocker, III, its President, of the County of Wood, State of Texas, hereunder authorized by a resolution of the Board of Directors of said corporation, a certified copy of said resolution being attached hereto marked Exhibit "A" and made a part hereof.

**GRANTOR'S MAILING ADDRESS (including County):** PO Box 410, Mineola, Wood County, Texas 75773

**GRANTEE:** Robert Mark Keene and Linda J. Keene

**GRANTEE'S MAILING ADDRESS (including County):** 681 Mardell Lane, Howe, Grayson County, Texas 75459

**CONSIDERATION:** Ten and No/100 (\$10.00) Dollars cash.

**PROPERTY (including any improvements):**

All that certain tract, lot or parcel of land, a part of the **M. GAUSE SURVEY, A-247**, Wood County, Texas, and also being a part of that certain called 6.84 acre tract of land that is described in a Deed dated August 20, 2001, from Shirley D. Coburn to E. F. Smith that is recorded in Volume 1799, Page 394 of the Real Property Records of Wood County, Texas, and being more completely described as follows, to-wit:

**BEGINNING** at a 1 inch Iron Rod found for corner at the N.E.C. of said tract and at the N.W.C. of the Eugene Paskall Smith called 6.84 acre tract (Vol. 1299, Pg. 180) from which a 1/2 inch Iron Rod found for corner at the N.E.C. of said Paskall Smith tract and at the N.W.C. of the E. F. Smith called 14.84 acre tract (Vol. 1140, Pg. 286) bears North 88 degrees 11 minutes and 01 seconds East, 194.31 feet;

**THENCE** South 00 degrees 09 minutes 57 seconds East (Call South 0 degrees 10 minutes East, 552.4 vrs.) along the E.B.L. of said tract and the W.B.L. of said Paskall Smith tract for a distance of 1538.52 feet to a 1/2 inch Iron Rod found for corner at the S.E.C. of said tract and at the S.W.C. of said Paskall Smith tract;

**THENCE** South 87 degrees 35 minutes 33 seconds West (Call South 89 degrees 35 minutes East, 70.04 vrs.) for a distance of 190.10 feet to a Boat Spike found for corner at the S.W.C. of said tract and at the S.E.C. of that certain Kenneth Henson called 6.84 acres;

**THENCE** North 00 degrees 20 minutes 01 seconds West (Call South 0 degrees 10 minutes West, 551.7 vrs.) along the W.B.L. of said tract and the E.B.L. of said Henson tract, for a distance of 1529.75 feet to a 1/2 inch Iron Rod set for corner in the South R.O.W. line of F.M. #2088;

**THENCE** North 74 degrees 31 minutes 19 seconds East, along said R.O.W. and across said tract, for a distance of 44.92 feet to a 1/2 inch Iron Rod set for corner at the intersection of said R.O.W. and the N.B.L. of said tract;

**THENCE** North 88 degrees 11 minutes 01 seconds East, along the N.B.L. of said tract, for a distance of 151.17 feet to the place of beginning, containing **6.7880 acres** as surveyed by Ruben Gregg Saxon, Registered Professional Land Surveyor No. 5669 for the State of Texas, during the month of April, 2003.

Being the same land described in Warranty Deed dated May 8, 2003 from E. F. Smith, a/k/a Frank Smith to Billy Keith Watson and Nola J. Watson recorded in Volume 1920, Page 481 of the Real Property Records of Wood County, Texas and further being the same land described in Trustee's Deed dated November 1, 2005 from J. H. Herlocker, III, Trustee for Mineola Community Bank, S.S.B. to Mineola Community Bank, S.S.B. recorded in Volume 2118, Page 572 of the Real Property Records of Wood County, Texas.

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

This conveyance is made subject to all oil, gas and mineral reservations and conveyances, royalty interests, oil, gas and mineral leases, rights-of-way, easements and restrictions, affecting the property hereby conveyed that may appear of record in the office of the County Clerk of Wood County, Texas.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor's successors and assigns to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof except as to the reservations from and exceptions to conveyance and warranty.

**THE IMPROVEMENTS ON THE PROPERTY ARE SOLD "AS IS", WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, OF HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IT BEING UNDERSTOOD AND AGREED THAT GRANTEE ACQUIRES THE SAID IMPROVEMENTS ON THE PROPERTY SUBJECT TO ANY AND ALL DEFECTS.**