

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

WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS ~

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF CHEROKEE ~

Date:

May 24, 2017

Grantor:

ADDINGTON FAMILY TRUST dated 01-30-1997, acting by and through its duly authorized Trustees, **A. R. ADDINGTON** and **MARY L. ADDINGTON**, undersigned

Grantor's Mailing Address:

502 South 6th Street
Rogers, Arkansas 72756

Grantees:

MATTHEW DONNELL and wife, **RACHEL DONNELL**

Grantees' Mailing Address:

4365 F. M. Road No. 2137 N
Bullard, Texas 75757

Consideration:

Ten and No/100 (\$10.00) Dollars together with other good and valuable consideration, the receipt of which is hereby expressly confessed and recognized, including the execution and delivery by Grantees of their one certain promissory note of even date herewith, payable to the order of **HERITAGE LAND BANK, FLCA** in the original principal sum of **\$87,460.00**, bearing interest and payable as therein provided, and being additionally secured by a Deed of Trust Lien in a Deed of Trust of even date herewith to **William M. Tandy, Trustee**.

Property:

Being all that certain tract, lot or parcel of land, containing **11.324** acres of land, more or less, located on the **A. R. FERGUSON SURVEY, A-17**, Cherokee County, Texas being further described by metes and bounds description set forth in the attached Exhibit "A"; which is referred to the same as if set forth at length herein and is made a part hereof for all pertinent purposes.

Deed Restrictions:

This Warranty Deed is given subject to the terms, provisions and covenants contained in Exhibit "B" titled **DEED RESTRICTIONS - ADDINGTON TRACT**, a copy of which Restrictions is attached hereto and made a part hereof the same as if being set forth at length herein for all pertinent purposes.

Mineral Reservation:

This conveyance is made subject to all prior mineral reservations. There is additionally reserved unto Grantor, its successors and assigns, and not hereby conveyed, all oil, gas and other minerals owned by Grantor that may be produced through the bore of a well, in and under and that may be produced from the above property.

Reservations from and Exceptions to Conveyance and Warranty:

Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance and operation of any applicable governmental entities; and payment of taxes for this and subsequent years of ownership being the responsibility of Grantees.

Grantor for the consideration and subject to the reservations from and exceptions to conveyance and warranty grants, sells, and conveys to Grantees the property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and hold it to Grantees, Grantees' heirs, executors, administrators, successors and assigns forever. Grantor hereby binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the property to Grantees and Grantees' 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 warranty as may be herein contained.

A note of even date is in the principal amount of \$87,460.00 and is executed by Grantees payable to the order of HERITAGE LAND BANK, FLCA. The note is secured by a vendor's lien retained in favor of HERITAGE LAND BANK, FLCA in this deed and by a Deed of Trust of even date from Grantees to William M. Tandy, Trustee.

HERITAGE LAND BANK, FLCA, at Grantees' request, has paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the note described. The vendor's lien and superior title to the property are retained for the benefit of HERITAGE LAND BANK, FLCA and are transferred to that party without recourse on Grantor.

When the context requires, singular nouns and pronouns include the plural.

Executed this 24 day of May, 2017

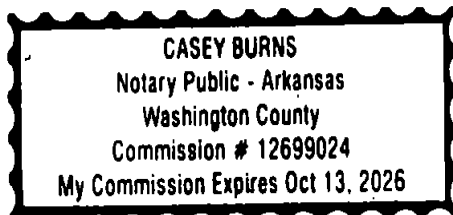
ADDINGTON FAMILY REVOCABLE
LIVING TRUST dated 01-30-1997


By: 
A. R. ADDINGTON, Trustee

By: 
MARY L. ADDINGTON, Trustee

THE STATE OF ARKANSAS §
§
COUNTY OF BENTON §

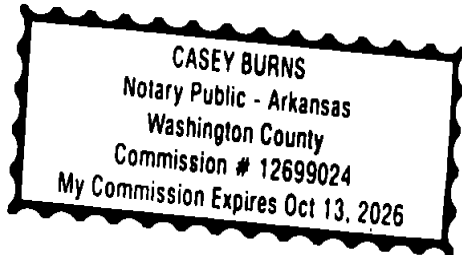
This instrument was acknowledged before me on this 24th day of May, 2017, by A. R. ADDINGTON, in the capacity stated, on behalf of the ADDINGTON FAMILY REVOCABLE LIVING TRUST dated 01-30-1997.

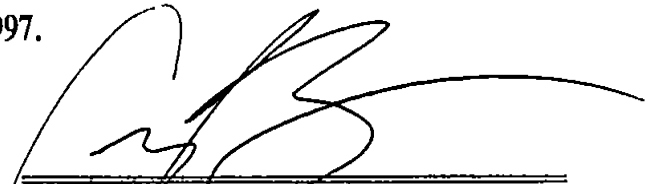



Notary Public in and for the State of Arkansas

THE STATE OF ARKANSAS §
§
COUNTY OF BENTON §

This instrument was acknowledged before me on this 24 day of May, 2017, by MARY L. ADDINGTON, in the capacity stated, on behalf of the ADDINGTON FAMILY REVOCABLE LIVING TRUST dated 01-30-1997.





Notary Public in and for the State of Arkansas

AFTER RECORDING, PLEASE RETURN TO:
TEXAS FIRST TITLE COMPANY, LLC
601 East Lacy Street
Palestine, Texas 75801

EXHIBIT "A"

BEING 11.324 acres of land in the A. FERGUSON SURVEY, ABSTRACT No. 17, CHEROKEE COUNTY, TEXAS, and being a part of the residue of that 65.9658 acres in Correction Deed from Alfred Addington to A.R. Addington & Mary Addington, Co-Trustees of the Addington Family Revocable Living Trust on July 26, 2013 and recorded in Volume 2180, Page 489 of the Official Records of Cherokee County, Texas (hereinafter shown as volume/page, OR, LR for Land Records): SAID tract described as follows: BEARINGS are based on the Texas Coordinate System of 1983, Texas Central Zone per GPS observations. All coordinates recited herein are U.S. Survey Feet, NAD83(2011) Epoch 2010.0000: To get geodetic bearings, rotate the bearings recited herein, clockwise, 02°34'32": To get surface distances, divide the distances recited herein by 1.0000449: w/cap = a plastic cap marked MORGAN, 1969 or Affiliated Surveyors: w/washer = stainless steel washer marked MORGAN, 1969: w/3683 cap = a plastic cap marked RPLS 3683: All bearings and distances of witness trees are from the corner to the center of the tree: SEE PLAT:

BEGINNING at a ½" steel rod w/cap set for the Northeast corner of this tract and the Southeast corner of 12.500 acres, this day created (hereinafter shown as Tract Two), in the East line of said 69.9568 acres and the West line of that 239.8 acres from George & John Huddleston to James R. Tarrant et ux on January 22, 1990 in 1114/660, LR, same having a state plane coordinate with a Northing of 10764752.65 feet and an Easting of 3845215.12 feet, and being located South 01°54'14" East, 746.82 feet from a ½" steel rod w/cap set for the Northeast corner of said 69.9568 acres;

THENCE South 01°54'14" East, with the West line of said 239.8 acres and the East line of said 69.9568, 322.44 feet to a ½" steel rod w/cap set for the Southeast corner of this tract and the Northeast corner of 11.324 acres, this day created (hereinafter shown as Tract Four), same having a state plane coordinate with a Northing of 10764430.38 feet and an Easting of 3845225.84 feet;

THENCE South 87°22'48" West, with the North line of Tract Four, at 1543.86 feet pass a ½" steel rod w/cap set on the East occupied margin of County Road No. 3707 for reference, continuing in all, 1564.31 feet to a 60d w/washer set in said road for the Southwest corner of this tract and the Northwest corner of Tract Four, same being in the East line of that 7.18 acres from A.R. Addington, et al to John Smiley et ux on January 8, 2014 in 2203/840, OR;

THENCE with the East line of said 7.18 acres and in said road as follows:

North 09°26'07" East, 80.34 feet to a 60d w/washer found;

North 10°36'04" East, 250.49 feet to a 60d w/washer set for the Northwest corner of this tract and the Southwest corner of Tract Two;

THENCE North 87°22'48" East, with the South line of Tract Two, at 20.55 feet pass a ½" steel rod w/cap set on the East occupied margin of County Road No. 3707, continuing in all, 1494.27 feet to the PLACE OF BEGINNING, and containing within these calls, 11.324 acres of land of which approximately 0.15 acres lies within the occupied margins of County Road No. 3707.

EXHIBIT "B"

	Bk	Vol	Pg
00662462	OR	2380	446

DEED RESTRICTIONS

ADDINGTON TRACT

STATE OF TEXAS

COUNTY OF CHEROKEE

THAT A.R. Addington and Mary Addington, Co-Trustees of the Addington Family Revocable Living Trust, owner of the purpose of instituting and carrying out a uniform plan or scheme for development and sale of tracts in A FERGUSON ABSTRACT NO. 17, CHEROKEE COUNTY, TEXAS, does hereby declare, adopt, impose and designate, and by these presents has declared, adopted, imposed and designated on behalf of himself/herself and their successors and assigns as the owner thereof covering all such tract or parcels thereof without it being expressly here provided that all such restrictive covenants and usage restrictions shall be incorporated into any and all deed, deeds, and other legal instruments whereby the title or possession on any part or portion of such property as hereafter conveyed or transferred shall be subject to the following restrictions.

- (A) Property shall be used for single family residential purpose only, and no commercial enterprise of any kind or character shall be carried on or upon any part of subject property.
- B) No building shall be erected, altered, placed or permitted to remain on any tract other than one dwelling unit per tract, except that one guest/servants house may be built, but said guest/servants house must contain a minimum of 500 square feet. Detached garages, work shops and barns may be constructed on the property prior to the main dwelling being built, so long as they are of good construction and kept in good repair. All main dwellings must have at least 1500 square foot of living area, excluding porches and be built with new constructions materials. No home may be moved onto the property. No Mobile Homes.
- (C) No building of any kind shall be located on any tract nearer than 25 ft to any side of property line. No home shall be located on any tract nearer than 100 feet of any public road. No building shall be 25 feet from the rear/back property line unless He/She has written consent from adjacent landowner that will be affected. That written consent shall be filed of record in Cherokee County.
- (D) All dwellings placed on the subject property must be equipped with septic tank or other sewage disposal systems meeting all applicable laws, rules, standards and specifications, and shall comply with all existing federal, state, county or other laws and regulations relating thereto.
- (E) Horses and cattle may be kept on subject property, only if the tract is fenced. Hogs, pigs or poultry shall be kept or raised on subject property for personal use of landowner. No commercial farms for hogs, pigs or poultry shall be allowed.
- (F) No inoperable vehicle or machinery, vehicles or machinery on block shall be left on any tract for more than (10) consecutive days. No machine parts or household appliances or any other material may be kept on any tract in an exposed manner or other unsightly items incompatible with residential, farming or ranching usage.
- (G) No junk yard, pipe yard, wrecking yard or other similar business activity shall be allowed on the property.
- (H) No noxious or offensive activities shall be carried on upon any tract, nor shall anything be done thereon which may become an annoyance or nuisance to the neighborhood.

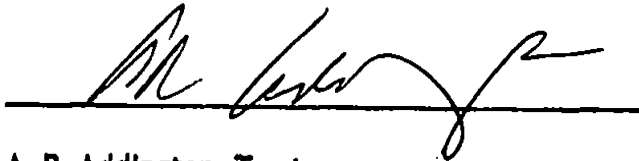
EXHIBIT "B"

(I) No tract shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and the same shall not be kept, except in sanitary containers. All equipments for storage or disposal of such material shall be kept in a clean and sanitary conditions and comply with local, county, state and federal regulations.

(J) These covenants are to run with the land for a period of 20 years from executed date of these restrictions. A variance shall be binding upon agreement of sixty six and two thirds percent (66-2/3%) of the landowners of subject property so agree to change the covenants or restrictions in whole or part, or grant a variance, which must be done in writing and filed of record in Cherokee County. There shall never be a variance to allow mobile homes.

(K) A violation or breach of any condition, restriction or covenant contained herein shall give the owner of any tract or parcel within the subject property the right to proceed at law or is equal to compel compliance with the terms of said conditions, covenants or restrictions, and/or prevent the violation or breach of any of them.

EXECUTED this 24 day of May, 2015.



A. R. Addington, Trustee

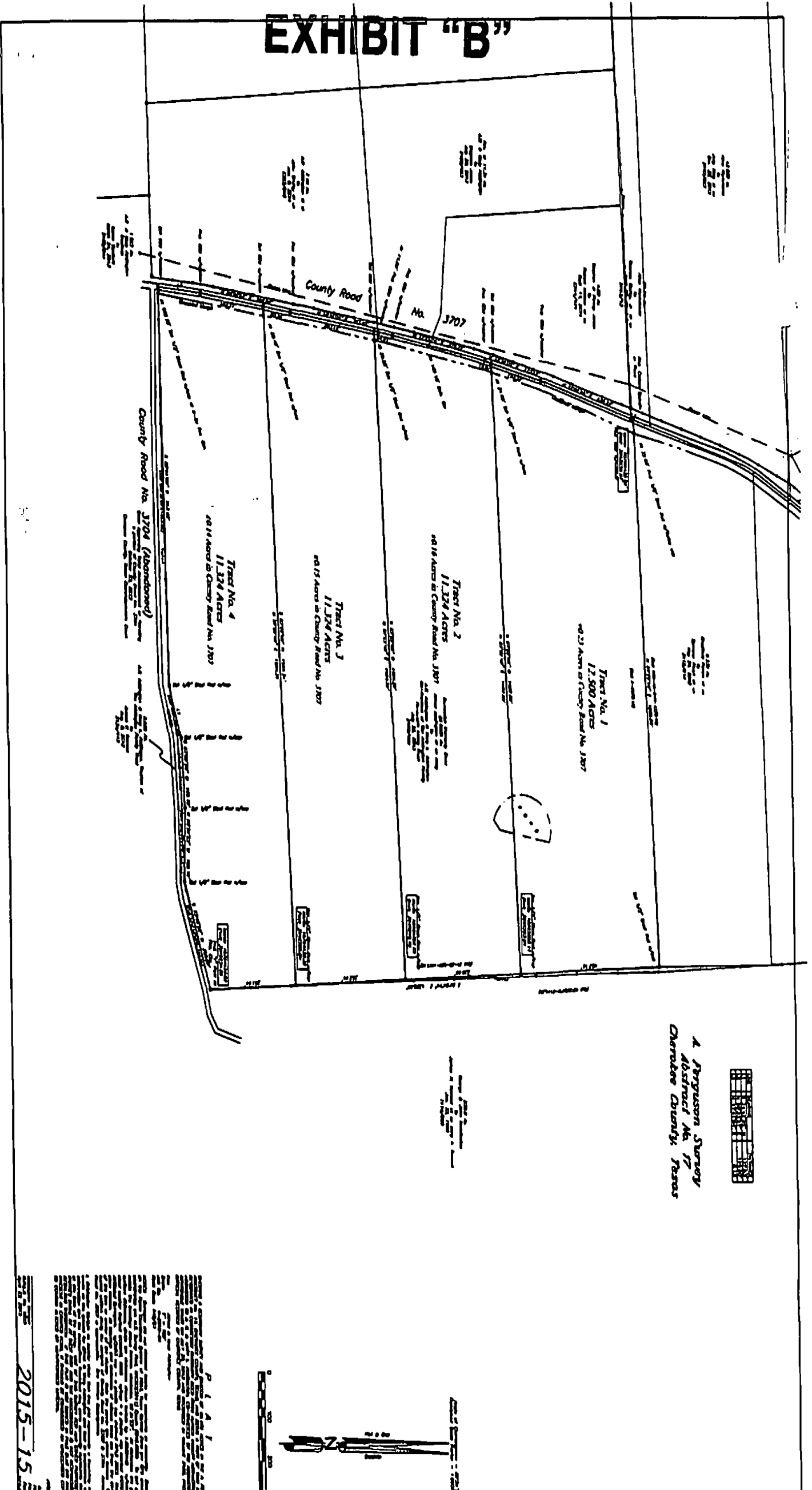
Declarant



Mary Addington, Trustee

Declarant

EXHIBIT "B"



2015-15

Filed for Record in:
Official Public Records
Cherokee County

On: May 31, 2017 at 01:33P

As a
Recordings

Document Number: 00662462

By,
Marion Loftin,
Deputy

STATE OF TEXAS COUNTY OF CHEROKEE

I hereby certify that this instrument
was filed on the date and time stamped
hereon by me and was duly recorded in
the volume and page of the named
records of:

Cherokee County
as stamped hereon by me.

May 31, 2017

HONORABLE Laverne Lusk, COUNTY CLERK
Cherokee County

CHQ 519

#44

Texastitle Company

PO Box 2458

Palestine, TX 75802

Attn Cheli Zavala