

Hood County Clerk  
201 W Bridge Street  
PO BOX 339  
Granbury, Texas 76048  
Phone: 817-579-3222

Document Number: 2014-0010534 -  
Filed and Recorded - Real Records

WARRANTY DEED WITH VENDOR'S LIEN

Grantor: ALBERTHAL LESTER M JR

Pages: 6

Recorded On: 10/28/2014 11:34 AM

**This page is a permanent part of the document.  
Do Not Destroy**

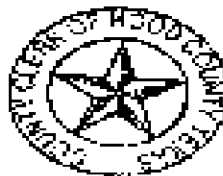
<b>Recorded On:</b>	10/28/2014 11:34 AM	<b>Notes:</b>
<b>Document Number:</b>	2014-0010534	
<b>Receipt Number:</b>	R1412184	
<b>Amount:</b>	\$37.00	
<b>Recorded By:</b>	Simplifile	

Any provision herein which restricts the Sale, Rental, or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**I hereby certify that this instrument was filed and duly  
recorded in the Official Records of Hood County, Texas**



Mary Burnett  
County Clerk  
Hood County, Texas



**Return To:**

CENTRAL TEXAS TITLE - MAIN  
105 E PEARL  
GRANBURY, TX 76048



GF#01416-3905

**Warranty Deed with Vendor's Lien**

**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.**

**Date:** October 27, 2014

**Grantor:** LESTER M. ALBERTHAL, JR. and KAREN M. BAKKUM ALBERTHAL, husband and wife

**Grantee:** HOUSTON N. TUEL III and JULIE E. TUEL, husband and wife

**Grantee's Mailing Address:**  
2213 Wood Duck Lane  
Granbury, Texas 76048

**Consideration:** Cash and a note of even date executed by Grantee and payable to the order of COMMUNITY BANK in the principal amount of \$240,000.00. The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of COMMUNITY BANK and by a first-lien deed of trust of even date from Grantee to Jimmy Campbell, Trustee(s).

**Property (including any improvements):**

127-536/1000 acres tract of land, more or less, being part of the EDWARD J. JOHNSON SURVEY, Abstract No. 292, and the JOHN C. GRACE SURVEY, Abstract No. 204 situated in Hood County, Texas, being more fully described by metes and bounds on Exhibit "A" attached hereto and made a part hereof by reference for all purposes.

**Reservations from Conveyance:**  
None

**Exceptions to Conveyance and Warranty:**

Any and all restrictions, covenants, easements, mineral reservations and conveyances, and mineral leases, if any, relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in Hood County, Texas and to all zoning laws, regulations or ordinances of municipal and other governmental authorities, if any, but only to the extent they are still in effect, relating to the hereinabove described property.

This conveyance is accepted subject to the following restrictive use covenants which shall run with the land and be binding upon the Grantee, Grantee's heirs, administrators, executors and assigns:

1. No building or other structures shall be constructed on the Property other than single family residences, with incidental out-buildings and/or barn(s). No portion of the Property shall be used or occupied for any business, commercial trade, or professional purpose either apart from or in conjunction with the use thereof as a private residence, whether for profit or not, except that a home business or home profession or hobby shall be permitted provided such use (i) does not attract automobile, vehicular or pedestrian traffic to such business; (ii) involve lights, sounds, smells, visual effects, pollution and the like which would adversely affect the peace and tranquility of the neighboring property owners; or (iii) require any signage of any kind for advertising its existence or location.
2. No structure of a temporary character, trailer, mobile, modular or prefabricated home, tent, shack or any other structure or building, other than the residence and incidental

outbuildings and/or barn(s) to be built thereon, shall be placed on the Property, and no residence, garage or other structure appurtenant thereto shall be moved upon the Property from another location. No out-building (other than a guest house) or barn(s) shall be used for a residence.

3. No swine or poultry of any kind shall be raised, bred, boarded or kept on any tract, whether for commercial purposes or otherwise. No commercial animal enterprise or activity of any kind shall be permitted. However, normal agricultural use (i.e. cattle, horses, goats) shall be allowed.
4. From and after the effective date of this conveyance, the Property herein conveyed can only be subdivided, platted or partitioned twice and then into tracts of not less than thirty (30) acres each; provided however, that only one single family primary residence and one guest house may be constructed on each of the resulting tracts. In other words, the Property herein conveyed can only be subdivided, platted or partitioned in such a way that the original tract would ultimately result in not more than three (3) tracts, none of which would contain less than 30 acres; provided, further, however, Grantee shall have the one time right to further subdivide one of the subdivided, platted or partitioned tracts so as to create a five (5) acre tract within such subdivided, platted or partitioned tract for the purpose of constructing the primary single family residence.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the 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 way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

COMMUNITY BANK, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of COMMUNITY BANK and are transferred to COMMUNITY BANK without recourse against Grantor.

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

  
LESTER M. ALBERTHAL, JR.

  
KAREN M. BAKKUM ALBERTHAL

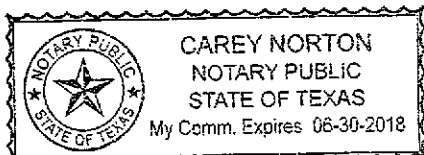
Accepted and Approved:

  
HOUSTON N. TUEL III

  
JULIE E. TUEL

STATE OF TEXAS  
COUNTY OF HOOD

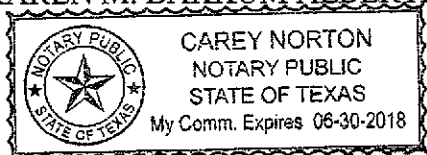
This instrument was acknowledged before me on October 27, 2014, by  
LESTER M. ALBERTHAL, JR.



Carey Norton  
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS  
COUNTY OF HOOD

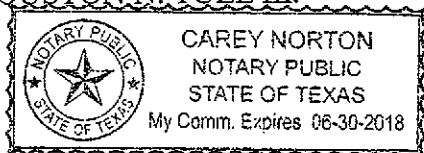
This instrument was acknowledged before me on October 27, 2014, by  
KAREN M. BAKKUM ALBERTHAL.



Carey Norton  
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS  
COUNTY OF HOOD

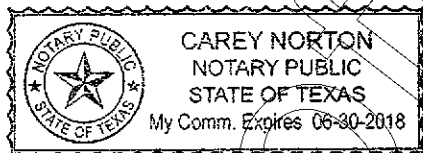
This instrument was acknowledged before me on October 27, 2014, by  
HOUSTON N. TUEL III.



Carey Norton  
NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS  
COUNTY OF HOOD

This instrument was acknowledged before me on October 27, 2014, by  
JULIE E. TUEL.



Carey Norton  
NOTARY PUBLIC, STATE OF TEXAS

PREPARED IN THE OFFICE OF:  
Brown & Walton, PLLC  
107 E. Pearl St.  
Granbury, TX 76048

AFTER RECORDING RETURN TO:  
Houston N. Tuel III  
2213 Wood Duck Lane  
Granbury, Texas 76048

**EXHIBIT A**

Parts of the EDWARD J. JOHNSON SURVEY, Abstract No. 292, and the JOHN C. GRACE SURVEY, Abstract No. 204 situated in Hood County, Texas; embracing a portion of the 103-966/1000 acres tract described in the deed to Lester M. Alberthal recorded in volume 1185, page 61 of the Real Records of Hood County, Texas and a portion of the 100 acres tract described in the deed to Lester M. Alberthal, Jr., recorded in volume 1080, page 492 of the said Real Records and a portion the 8-619/1000 described in the deed to Lester M. Alberthal, Jr., recorded in volume 1080, page 507 of the said Real Records, and a portion of the 200 acres tract described in the deed to Lester M. Alberthal, Jr., recorded in volume 1080, page 472 of the said Real Records and described by metes and bounds as follows:

Beginning at a 3/8" iron found for the northeast corner of said 100 acres tract, in the west line of the 10-16/100 acres tract described in the deed to Agustin J. Martinez and Martina G. Martinez recorded in Document No. 2012-0002478 of the said Real Records, in the south line of Pear Orchard Road, as fenced.

Thence southeasterly, along the west line of said 10-16/100 acres tract, for the east line of said 100 acres tract, the following:

south 18 degrees-36 minutes-11 seconds east 451-73 /100 feet to a 5/8" capped iron set; south 23 degrees-00 minutes-35 seconds east 270-33 /100 feet to a 3/8" iron found in concrete for the southwest corner of said 10-16/100 acres tract, and for the northwest corner of the 8-748/1000 acres tract described in the deed to Chandra Ross and Barry Butler, recorded in Document No. 2013-0006727 of the said Real Records.

Thence southeasterly, continuing along the east line of said 100 acres tract, and the west line of said 8-748/1000 acres tract, the following:

south 23 degrees-13 minutes-33 seconds east 419-72 /100 feet to a 5/8" capped iron set; south 32 degrees-33 minutes-42 seconds east 382-95 /100 feet to a 1/2" pipe found in concrete for the southwest corner of said 8-748/1000 acres tract, and for the northwest corner of the 10-17/1000 acres tract described in the deed to Lester M. Alberthal, Jr. recorded in volume 1136, page 826 of the said Real Records.

Thence southeasterly, continuing along the east line of said 100 acres tract, and the west line of said 10-17/100 acres tract, the following:

south 32 degrees-32 minutes-21 seconds east 265-69 /100 feet to a 3/8" iron found; south 24 degrees-11 minutes-14 seconds east 572-09 /100 feet to a 3/8" iron found for the southwest corner of said 10-17/100 acres tract, and for the northwest corner of the 9-947/1000 acres tract described in the deed to John Frank Hughes and wife, Jennifer Lee Zachery Hughes recorded in volume 1541, page 539 of the said Real Records.

Thence south 22 degrees-56 minutes-51 seconds east, continuing along the east line of said 100 acres tract, and along the west line of said 9-947/1000 acres tract, 674-86 /100 feet to a 5/8" capped iron found marked RPLS 5236 for the southeast corner of said 100 acres tract, and for the southwest corner of said 9-947/1000 acres tract, in the north line of said 103-966/1000 acres tract.

Thence south 57 degrees-27 minutes-38 seconds west, generally along a fence, 649-52 /100 feet to a 5/8" capped iron set.

Thence south 57 degrees-05 minutes-16 seconds west, generally along a fence, 649-35 /100 feet to a 3" pipe fence corner post.

Thence north 31 degrees-37 minutes-47 seconds west, generally along a fence, 26-37 /100 feet to a 3" pipe fence corner post.

Thence south 57 degrees-49 minutes-55 seconds west, generally along a fence, 59-95 /100 feet to a 3" pipe fence corner post.

Thence north 31 degrees-49 minutes-34 seconds west, generally along a fence, 29-18 /100 feet to a 3" pipe fence corner post.

Thence north 56 degrees-09 minutes-12 seconds west, generally along a fence, 831-50 /100 feet to a 3" pipe fence corner post.

Thence north 26 degrees-48 minutes-53 seconds west, generally along a fence, 1029-89 /100 feet to a 3" pipe fence corner post.

Thence south 60 degrees-26 minutes-26 seconds west, generally along a fence, 209-38 /100 feet to a 3" pipe fence corner post.

Thence north 29 degrees-44 minutes-58 seconds west, generally along a fence, 379-89 /100 feet to a 3" pipe fence corner post.

Thence north 43 degrees-04 minutes-31 seconds west, generally along a fence, 64-62 /100 feet to a 4" pipe fence corner post.

Thence north 08 degrees-40 minutes-39 seconds west, generally along a fence, 20-34 /100 feet to a 4" pipe fence corner post.

Thence north 09 degrees-49 minutes-47 seconds east, generally along a fence, 7-29 /100 feet to a 5/8" capped iron set in a north line of said 200 acres tract, and in the south line of said Pear Orchard Road, as fenced.

Thence north 55 degrees-55 minutes-58 seconds east, along a north line of said 200 acres tract, 27-64 /100 feet to a 5/8" capped iron set at a re-entrant corner of said 200 acres tract, and in a easterly line of Pear Orchard Road, as fenced.

Thence northwesterly and northeasterly, along the northwesterly line of said 200 acres tract, to and along the northerly line of said 8-619/1000 acres tract, and said 100 acres tract, the following:

north 31 degrees-44 minutes-02 seconds west 422-80 /100 feet to a 5/8" capped iron set;  
 north 20 degrees-57 minutes-02 seconds west 43-52 /100 feet;  
 north 17 degrees-23 minutes-02 seconds west 26-81 /100 feet;  
 north 09 degrees-15 minutes-32 seconds west 42-12 /100 feet;  
 north 04 degrees-37 minutes-13 seconds east 53-63 /100 feet;  
 north 18 degrees-14 minutes-28 seconds east 46-12 /100 feet;  
 north 28 degrees-21 minutes-43 seconds east 98-15 /100 feet;  
 north 32 degrees-47 minutes-43 seconds east 84-24 /100 feet to a 1/2" iron found;  
 north 40 degrees-57 minutes-17 seconds east 124-83 /100 feet to a 5/8" capped iron set;  
 north 58 degrees-40 minutes-45 seconds east 1778-83 /100 feet to the place of beginning and containing 127-536/1000 acres.