



Property:

39± acres in Killeen, Texas
(offered in 6 tracts)

Auction Manager:

Brent Wellings
Tel: 972-768-5165

SEALED BID PACKET

Sealed Bid Deadline:

5:00 o'clock p.m. (CST) on Tuesday, December 8, 2020

Contents:

- Bidder Instructions
- Form of Agreement to Purchase
- Auction Exhibit Binder

BIDDER INSTRUCTIONS

(Sealed Bid Auction for 6 Tracts in Killeen, Texas)

1. These Bidder Instructions are provided as part of a Sealed Bid Packet ("Sealed Bid Packet") prepared for purposes of the sealed bid auction advertised and conducted by Schrader Real Estate and Auction Company, Inc. and Paul A. Lynn & Associates, LLC on behalf of the Trustee of the Donald Earl & Lenner Hair Nellis Revocable Living Trust ("Seller") with respect to certain real estate in Killeen, Texas.
2. In addition to these Bidder Instructions, the Sealed Bid Packet also includes a blank form of an Agreement to Purchase ("Agreement to Purchase") and an Auction Exhibit Binder with Auction Exhibits A through C ("Auction Exhibit Binder"). Do not submit a bid unless and until you have received and are familiar with the entire Sealed Bid Packet.
3. Each of the auction tracts is approximately depicted and identified by tract number in the Revised Auction Tract Map which is included in the Auction Exhibit Binder as Exhibit A. As an update to the marketing materials, the property is offered in 6 tracts, as shown in Exhibit A. The tracts previously identified in the marketing materials as Tracts 5, 6 and 7 have been consolidated into two tracts identified as Tracts 5 and 6 in Exhibit A. The acre estimates and approximate depiction of boundary lines have been revised for purposes of the auction as shown in Exhibit A.
4. You may bid on a single tract, any combination of tracts or all of the tracts, as follows:
 - (a) Single bid for a single tract - use one Agreement to Purchase form;
 - (b) Single lump sum bid for all or any combination of tracts - use one Agreement to Purchase form;
 - (c) Multiple Alternative Bids for different tracts or different combinations - use multiple Agreement to Purchase forms; or
 - (d) Multiple Independent Bids for different tracts or different combinations - use multiple Agreement to Purchase forms.

If you submit multiple bids, you must specify whether you are submitting Multiple Alternative Bids or Multiple Independent Bids. If "Multiple Alternative Bids" is indicated on the Signature Page of the Agreement to Purchase Form, the offer may not be accepted by Seller if Seller accepts or intends to accept any other offer submitted by the same bidder. Otherwise, the offer may be accepted regardless of Seller's acceptance or rejection of any other offer submitted by the same bidder.

5. **To submit a bid:**
 - (a) Complete, sign and date the Signature Page of the Agreement to Purchase:
 - i. Designate the tract(s) that you intend to include in your bid;
 - ii. Write in your total bid amount for the Included Tract(s);
 - iii. Check one of the boxes for "No Other Bids", "Multiple Alternative Bids" or "Multiple Independent Bids" (after carefully reading Section 4 above and Section 32 of the Agreement to Purchase);
 - iv. Provide all requested information pertaining to the Buyer; and
 - v. Sign as Buyer (or as the authorized officer/agent of an entity identified as Buyer).
 - (b) Write your initials and date at the bottom of the "Information About Brokerage Services" form.
 - (c) Prepare a check for the 10% earnest money deposit payable to Monteith Abstract & Title Company.
 - (d) Prepare a sealed bid envelope by writing "Sealed Bid for Killeen, Texas" and the name and address of the bidder on the outside front of the envelope.
 - (e) Place the earnest money check, the entire Agreement to Purchase (completed, signed and dated by the bidder) and the Information About Brokerage Services form (initialed and dated) in the sealed bid envelope and send or deliver to the Auction Manager, Brent Wellings, as follows:

Via overnight courier, U.S. Mail or personal delivery to:

Attn: Brent Wellings
101 N. Main St.
Stillwater, OK 74075

A sealed bid may also be delivered in person at the site of Auction Tract 1 (located at 4302 Cunningham Rd., Killeen, Texas) between the hours of Noon to 5:00 pm on December 8, 2020. The Auction Manager will be present at this site during this time.

6. Your bid must be **received** not later than 5:00 o'clock p.m. (Central Standard Time) on December 8, 2020.
7. **Your bid must be accompanied by an earnest money deposit in the form of a cashier's check, personal check or company check payable to "Monteith Abstract & Title Company". The earnest money deposit must be at least ten percent (10%) of the bid amount written on the Signature Page of the Agreement to Purchase.**
8. If your bid is accepted, your earnest money check will be delivered to Monteith Abstract & Title Company, as the Escrow Agent, to be deposited and held in escrow pursuant to the terms of the Agreement to Purchase. If your bid is not accepted on or before December 11, 2020, your earnest money check will be returned to you via U.S. Regular Mail at the Buyer's address provided on the Signature Page of the Agreement to Purchase submitted with your bid.
9. The submission of a bid constitutes an offer which, if accepted by Seller, shall constitute a binding contract for the sale and purchase of the Property in accordance with the terms contained in the Agreement to Purchase. Do not submit a bid unless and until you are familiar with the entire Agreement to Purchase, including but not limited to the disclosures and disclaimers set forth in Sections 29 and 30 of the Agreement to Purchase.
10. **A 4% BUYER'S PREMIUM WILL BE AUTOMATICALLY ADDED TO YOUR BID AMOUNT TO ARRIVE AT THE PURCHASE PRICE. IF A NEW SURVEY IS OBTAINED IN ACCORDANCE WITH THE PROVISIONS OF THE AGREEMENT TO PURCHASE, THE FINAL PURCHASE PRICE WILL BE ADJUSTED PROPORTIONATELY TO REFLECT ANY DIFFERENCE BETWEEN THE ACRE ESTIMATE(S) SHOWN FOR THE PURCHASED TRACT(S) IN EXHIBIT A AND THE GROSS ACRES SHOWN IN THE SURVEY.**
11. As an update to the marketing materials, Section 7 of the Agreement to Purchase provides for the creation of new utility easement(s) affecting Tracts 1, 2, 3 and 4 (unless they are all sold together as a unit) and Tracts 5 and 6 (unless they are sold together as a unit).
12. If any provision of the Agreement to Purchase conflicts with any other statement in the Sealed Bid Packet or any statement in the auction brochure or other marketing materials, the provision of the Agreement to Purchase shall control.
13. Seller reserves the right, in its sole judgment and discretion, to accept or reject any bid (and to waive any irregularity or informality in the submission of any bid).
14. Schrader Real Estate and Auction Company, Inc., Paul A. Lynn & Associates, LLC and their respective agents and representatives are exclusively the agents of the Seller.

<p>All parties are responsible for consulting with their own respective attorneys for any legal advice and/or representation regarding this Sealed Bid Packet and/or any document or transaction relating to the Property.</p>

AGREEMENT TO PURCHASE

This Agreement to Purchase (this “**Agreement**”) is executed in connection with a sealed bid auction (the “**Auction**”) conducted by Schrader Real Estate and Auction Company, Inc. and Paul A. Lynn & Associates, LLC (collectively, “**Auction Companies**”) on behalf of the Trustee of the Donald Earl & Lenner Hair Nellis Revocable Living Trust (“**Seller**”) with respect to certain real estate located in the City of Killeen, County of Bell, State of Texas and put up for bids in six (6) tracts.

For purposes of this Agreement, “**Buyer**” refers to the parties(s), whether one or more, signing as Buyer(s) on the signature page of this Agreement (the “**Signature Page**”). Buyer acknowledges having received the entire Sealed Bid Packet prepared for this Auction (“**Sealed Bid Packet**”), including the Bidder Instructions and the Auction Exhibit Binder containing Exhibits A through C (“**Auction Exhibit Binder**”).

Each of the auction tracts is approximately depicted and identified by tract number in the Revised Auction Tract Map which is included as Exhibit A in the Auction Exhibit Binder (“**Exhibit A**”). Exhibit A shall be attached to this Agreement and is hereby incorporated as an integral part of this Agreement.

Buyer’s execution and delivery of this Agreement, with the Bid Amount written on the Signature Page, constitutes an offer (this “**Offer**”) to purchase the particular auction tract(s) designated as the included tract(s) on the Signature Page and identified by tract number(s) in Exhibit A (the “**Purchased Tracts**”, whether one or more).

NOW, THEREFORE, Buyer offers and agrees to purchase from Seller and Seller (upon execution and delivery of Seller’s acceptance) agrees to sell to Buyer the Property (as defined below) in accordance with and subject to the following terms and conditions:

1. **Subject of Agreement; Property.** The property to be conveyed and acquired pursuant to this Agreement (the “**Property**”) consists of the surface rights with respect to the land comprising the Purchased Tracts, together with all buildings, improvements and permanent fixtures, if any, presently existing on said land; provided, however, notwithstanding the foregoing definition, the “**Property**” to be acquired by Buyer does not include any item or property interest that is specifically excluded according to the express terms of this Agreement. This Agreement applies only to the Purchased Tracts designated on the Signature Page of this Agreement. Any provision of this Agreement that refers to a specific auction tract that is not one of the Purchased Tracts shall not apply unless and except to the extent that such provision also pertains to or affects the sale and/or conveyance of one or more of the Purchased Tracts.

2. **Minerals Excluded.** All minerals under the surface of and/or that may be produced from the land comprising the Property, including without limitation, oil, gas, coal, coalbed methane, all other hydrocarbons, lignite, all metallic minerals and all rights, fixtures and/or equipment appurtenant thereto (collectively, “**Minerals**”) are excluded from this sale and shall be excluded from the conveyance of the Property to Buyer. The meaning of the term “**Property**” as used throughout this Agreement shall be interpreted to exclude all Minerals.

3. **Purchase Price.** The purchase price for the Property (the “**Purchase Price**”) consists of the amount in U.S. Dollars which is written as the Bid Amount on the Signature Page (the “**Bid Amount**”), plus a Buyer’s Premium equal to four percent (4.0%) of the Bid Amount; provided, however, at the time of Closing, the Purchase Price shall be adjusted (based on surveyed acres) if applicable in accordance with the provisions of Section 6 below. **THE 4% BUYER’S PREMIUM IS AUTOMATICALLY ADDED TO THE BID AMOUNT TO ARRIVE AT THE PURCHASE PRICE.** Prior to the Closing, Buyer shall deliver Good Funds to the title company administering the Closing pursuant to Section 14 below (“**Closing Agent**”) in the amount of the Purchase Price, plus expenses charged to Buyer as provided in this Agreement, less applied Earnest Money and any other credits due Buyer as provided in this Agreement. “**Good Funds**” means immediately available funds delivered by confirmed wire transfer to an account designated by the Closing Agent.

4. **Earnest Money.** Concurrently with the execution and delivery of this Offer, Buyer shall deliver an earnest money deposit (“**Earnest Money**”) payable to the Escrow Agent in an amount not less than ten percent (10%) of the Bid Amount. Upon Seller’s acceptance of this Offer, the Earnest Money shall be delivered to the Escrow Agent to be held in escrow and applied towards the payment of the Purchase Price at Closing. “**Escrow Agent**” refers to Monteith Abstract & Title Company, 2500 Bacon Ranch Road, Killeen, TX 76542 (Tel: 254-526-7586).

5. **Delivery of Title and Possession.** The title to and possession of the Property shall be delivered to Buyer effective upon completion of the Closing, subject to the Permitted Exceptions and subject to all other terms and

conditions of this Agreement. Seller shall furnish at Seller's expense, and shall execute and deliver at Closing, a warranty deed (with customary trustee provisions) conveying the Property to Buyer, subject to the Permitted Exceptions and excluding all Minerals.

6. **Survey.** A new survey of all or any part(s) of the Property shall be obtained prior to Closing if and only if: (a) the conveyance of the Property will involve the creation of a new parcel which cannot be conveyed using existing legal description(s); or (b) the official(s) responsible for recording the conveyance will not accept the conveyance for recording without a new survey; or (c) Seller elects to obtain a new survey for any other reason in Seller's sole discretion. If a new survey is obtained, the survey shall be ordered by an agent of the Seller and shall be sufficient for the purpose of recording the conveyance, but the type of survey shall otherwise be determined solely by the Seller. The survey shall identify the perimeter boundaries of the surveyed land, but a more detailed ALTA survey shall not be obtained unless otherwise determined by Seller in its sole discretion. Any survey of adjacent tracts purchased in combination will show the perimeter boundaries of the surveyed land but need not show interior tract boundaries. The cost of any new survey obtained in accordance with the provisions of this Agreement shall be shared equally (50:50) by Seller and Buyer. If a new survey is obtained in accordance with the provisions of this Agreement, the Purchase Price shall be adjusted proportionately to reflect any difference between the acre estimate(s) shown for the Purchased Tracts in Exhibit A and the gross acres shown in the survey.

7. **New Utility Easement(s).** If this purchase includes one or more (but not all) of Tracts 1 – 4 and/or either (but not both) of Tracts 5 and 6, Buyer agrees to the creation of the new easements described below.

(a) Unless they are all sold together as a unit, Tracts 1, 2, 3 and 4 shall be subject to a new utility easement to be created within an easement corridor running along and adjacent to the east boundaries of Tracts 3 and 4, the northerly boundary of the Stan Schlueter Loop right-of-way and the easterly boundary of the Cunningham Road right-of-way, thus forming a continuous easement corridor from the northeast corner of Tract 4 to the most westerly northwest corner of Tract 4.

(b) Unless they are sold together as a unit, Tracts 5 and 6 shall be subject to a new utility easement to be created within an easement corridor running along and adjacent to the southerly boundary of the Stan Schlueter Loop right-of-way, the easterly boundary of the Cunningham Road right-of-way and the south boundaries of Tracts 5 and 6, thus forming a continuous easement corridor from the northeast corner of Tract 6 to the southeast corner of Tract 6.

(c) The new easement corridor(s) described above shall have a total width of 35 feet, including a 15-foot wide corridor, running along and adjacent to the boundaries of the tracts and public road rights-of-way, as described above, for the placement of utility lines and facilities, and an additional 20-foot wide corridor for access, construction and maintenance activities in connection with such utility lines and facilities. The 20-foot wide corridor will be 15 feet from the boundaries of the tracts and public road rights-of-way (as described above) and will run along and adjacent to the 15-foot wide corridor described above. The 15-foot and 20-foot wide corridors shall be depicted and described in the post-Auction surveys. Seller shall pay one-half of the survey costs associated with the creation of each such easement and the balance of such costs shall be charged to (and shared equally between) the respective purchasers of the tracts served by such easement.

(d) The terms of the easement(s) shall allow for the non-exclusive use of the easement corridor(s) for the extension, installation, maintenance, repair and/or replacement of municipal and/or public utility lines and facilities for the delivery of utility services (including water, sewer, gas, electric and communication services), subject to all pre-existing rights and easements and existing improvements, and subject to the reservation of rights to construct access improvements (such as a private driveway) across the easement corridor for access to the public roads.

(e) The easement(s) shall be created at or prior to Closing pursuant to one or more instruments prepared by an attorney on behalf of the Seller. The instrument(s) creating the easement(s) may be in one or more of the following forms, as determined by Seller and Seller's attorney: (i) reciprocal easement for the mutual benefit of the applicable auction tracts (whether by grant and/or reservation in the deeds and/or pursuant to a separate declaration of easement or other instrument); and/or (ii) general utility easement dedicated to the public and/or the applicable municipality; and/or (iii) easement(s) in gross granted to one or more providers of municipal and/or public utility services; and/or (iv) any combination of one or more of the foregoing forms of easement.

(f) The new easements described above are intended to help facilitate the potential extension and/or installation of utilities available to the auction tracts. However, no promise, representation or warranty is or will be made as to the availability of any particular utilities and/or the suitability of the easements for the purpose of any potential extension and/or installation of any particular utilities.

8. **Preliminary Title Evidence.** Buyer acknowledges having received, prior to making this Offer, a copy of the preliminary title insurance schedules (Schedules A - D) dated November 17, 2020 prepared by Monteith Abstract & Title Company and identified by reference to File Numbers 20-7748, 20-7749 and 20-7750, together with copies of all recorded documents referenced in the preliminary Schedule B, all of which are included in the Auction Exhibit Binder as Exhibit C (collectively, the **"Preliminary Title Evidence"**). Buyer agrees to acquire the Property at Closing subject to and notwithstanding all matters referenced in the Preliminary Title Evidence (except Liens, if any). **"Liens"** refers to any mortgage(s) and/or other monetary lien(s) affecting the Property other than a lien for Taxes not yet due and payable.

9. **Final Title Commitment.** Prior to Closing, Seller will furnish at Seller's expense a commitment dated after this Agreement (**"Final Title Commitment"**) for the issuance of a standard coverage owner's title insurance policy insuring fee simple title to the Property in the name of Buyer for the amount of the Purchase Price, free and clear of any material encumbrance that does not constitute a Permitted Exception. Buyer agrees to accept the Final Title Commitment notwithstanding: (a) standard exceptions, conditions and requirements; (b) any exception, condition or requirement that Seller intends to satisfy and/or remove (and is in fact satisfied and/or removed) at the time of or prior to Closing; (c) any specific or general exception or exclusion with respect to Minerals; and/or (d) any matter referenced in the Final Title Commitment that constitutes a Permitted Exception.

10. **Owner's Title Policy.** At Closing, Seller shall pay for the cost of issuing a standard coverage owner's title insurance policy in accordance with the Final Title Commitment (**"Owner's Title Policy"**). Seller shall not be responsible for the cost of any extended or special title insurance coverage, title insurance endorsement and/or lender's title insurance. At or before Closing, Seller shall reasonably cooperate with respect to the satisfaction of the requirements for issuing the Owner's Title Policy, as set forth in the Final Title Commitment; provided, however, Seller shall have no obligation with respect to: (a) the satisfaction of any requirement or condition that is contrary to or inconsistent with the provisions of this Agreement; and/or (b) the satisfaction of any requirement or condition that can only be satisfied by Buyer or that reasonably should be satisfied by Buyer as opposed to Seller. Seller shall have no obligation with respect to (and Buyer's obligations are not contingent upon) the availability or issuance of any extended or special title insurance coverage, title insurance endorsement or other title insurance product other than the Final Title Commitment for the issuance of the Owner's Title Policy as described in this Agreement.

11. **Permitted Exceptions.** As between Buyer and Seller, Buyer agrees to accept title, possession, the deed, the Final Title Commitment, the title insurance and any survey subject to and notwithstanding any of the following matters (each a **"Permitted Exception"** and collectively the **"Permitted Exceptions"**): (a) existing roads, public utilities and drains; (b) visible and/or apparent uses and easements; (c) existing pipelines, whether or not visible or apparent and whether or not appearing of record; (d) rights and/or claims relating to or arising from any variation between a deeded boundary line and a fence line or other visible occupancy or occupancy line and/or the encroachment of any existing use, structure or improvement over any boundary line; (e) any lien for Taxes not yet due and payable; (f) local ordinances and zoning laws; (g) outstanding reservations, severances and/or other rights with respect to Minerals; (h) any recorded oil and/or gas lease, whether active or not; (i) any matter (except Liens, if any) disclosed in this Agreement or disclosed in any exhibit included with the Auction Exhibit Binder; (j) any new easement created in accordance with the provisions of this Agreement; and (k) any easements, conditions, restrictions and/or reservations appearing of record and referenced in the Preliminary Title Evidence.

12. **Conveyance Requirements.** Buyer's obligation to purchase and acquire the Property at Closing is contingent upon the satisfaction of the following conditions and requirements (collectively, the **"Conveyance Requirements"**): (a) that Buyer has received the Final Title Commitment in accordance with the terms of this Agreement; (b) that Seller is able to satisfy the requirements for issuing the Owner's Title Policy, as set forth in the Final Title Commitment (other than requirements that can only be satisfied by Buyer or that reasonably should be satisfied by Buyer as opposed to Seller); (c) that Seller is able to convey fee simple title to the Property, free and clear of any material encumbrance that does not constitute a Permitted Exception; and (d) that Seller is able to deliver possession of the Property in accordance with the requirements of this Agreement. If the Conveyance Requirements are satisfied, the title to the Property shall be deemed sufficient and marketable for purposes of

this Agreement. If Seller is unable to convey and deliver the Property in conformance with the Conveyance Requirements: (A) such inability shall constitute a failure of a condition precedent, but not a Seller default; and (B) either party may terminate this Agreement prior to Closing by written notice to the other; provided, however, prior to any such termination by Buyer, Buyer must give Seller sufficient written notice of the nonconformity to enable Seller to cure such nonconformity and Seller shall have the right to extend the time for Closing, in order to cure such nonconformity, for a period of up to 30 days from the later of the effective date of such notice or the targeted closing date stated in Section 14 below. In the event of termination by either party pursuant to this Section, Buyer shall be entitled to the return of the Earnest Money as Buyer's sole and exclusive remedy.

13. **Conditions to Closing.** Buyer's obligation to purchase and acquire the Property at Closing is not contingent upon any further inspection, investigation or evaluation of the Property or upon Buyer's ability to obtain any loan or permit. Buyer's obligation to purchase and acquire the Property at Closing is not contingent upon the satisfaction of any condition except: (a) the performance (or tender of performance) of all covenants and obligations which are to be performed by Seller at the time of or prior to Closing according to the express terms of this Agreement; and (b) any condition or requirement the satisfaction of which is made a condition precedent in favor of Buyer according to the express terms of this Agreement (including the condition that Seller is able to convey the Property in conformance with the Conveyance Requirements).

14. **Closing.** Subject to the terms and conditions of this Agreement, the final delivery and exchange of documents and funds in connection with the consummation of the sale and purchase of the Property in accordance with this Agreement ("**Closing**") shall occur on or before January 25, 2021 or as soon as possible after said date upon completion of the survey (if applicable), the Final Title Commitment and Seller's closing documents; provided, however, if for any reason the Closing does not occur on or before January 25, 2021 then, subject only to the satisfaction of the conditions described in Section 13 above, Buyer shall be obligated to close on a date specified in a written notice from Seller or Seller's agent to Buyer or Buyer's agent which date must be: (a) at least 7 days after the effective date of such notice; and (b) at least 7 days after completion of the survey, if applicable, and the Final Title Commitment. Unless otherwise mutually agreed in writing, the Closing shall be held at and/or administered through the office of the Escrow Agent.

15. **Seller's Expenses.** The following items shall be charged to Seller and paid out of the sale proceeds that would otherwise be delivered to Seller at Closing: (a) all costs of releasing existing Liens, if any, and recording the releases; (b) one-half of the fee charged by the Closing Agent to administer a cash closing; (c) one-half of the cost of the survey, if any, obtained in accordance with this Agreement; (d) the cost of the owner's title insurance; (e) the cost of preparing Seller's transfer documents, including the deed; (f) any sums due Auction Companies in connection with this transaction; (g) any expense stipulated to be paid by Seller under any other provision of this Agreement; and (h) any expense normally charged to a seller at closing and not specifically charged to Buyer in this Agreement.

16. **Buyer's Expenses.** The following items shall be charged to Buyer and paid out of Good Funds delivered by Buyer to the Closing Agent prior to Closing: (a) any expense incident to a loan obtained by Buyer which is not otherwise paid by Buyer outside of closing, including any loan commitment fees, document preparation, recording fees, title examinations, lender's title insurance, prepaid interest and credit reports; (b) one-half of the fee charged by the Closing Agent to administer a cash closing (and 100% of any additional closing fees due to any loan); (c) one-half of the cost of the survey, if any, obtained in accordance with this Agreement; (d) any expense stipulated to be paid by Buyer under any other provision of this Agreement; and (e) any expense normally charged to a buyer at closing and not specifically charged to Seller in this Agreement.

17. **Taxes.** General ad valorem property taxes and any special assessments that have been or will be assessed against any tax parcel(s) that comprise(s) or include(s) any part of the Property (collectively, "**Taxes**") shall be prorated on a calendar year basis. Seller shall pay the Taxes and/or Estimated Taxes attributed to the period up to and including the day of Closing. Buyer shall pay all Taxes attributed to the period after Closing to the extent attributed to the Property. Any sums due at the time of Closing for unpaid Taxes shall be withheld from Seller's proceeds at Closing and paid directly to the appropriate tax collection office. Taxes for the calendar year in which the Closing occurs (and Taxes for the calendar year prior thereto if not ascertainable and payable at the time of Closing) shall be estimated for each such year based on the amount last billed for a calendar year ("**Estimated Taxes**"). Seller's share of the Estimated Taxes, to the extent attributed to the Property, shall be paid via credit against the sums due from Buyer at Closing; provided, however, if this sale involves a tax parcel split, Seller may elect to have the Estimated Taxes paid pursuant to an escrow arrangement approved by Seller. If

Seller so elects then, in lieu of a credit to Buyer at Closing, the Escrow Agent shall collect from Seller and Buyer at Closing their respective shares of the Estimated Taxes, to be held in escrow and applied towards payment of the Taxes when billed after Closing. In any event, Buyer shall pay all Taxes when due after Closing to the extent not paid via escrow (and to the extent attributed to the Property) and any shortage or surplus with respect to the estimated amount credited or paid by Seller at Closing shall be paid or retained by or refunded to Buyer (to the extent attributed to the Property). If this sale involves a tax parcel split, the extent to which any Taxes are attributed to the Property shall be based on a split calculation provided by the appropriate property tax official or, if an official split calculation is not available, based on an estimated split calculation using available assessment data. If the billing of any Taxes after Closing includes portions attributed to the Property and other real estate, Buyer shall cooperate with the owner(s) of such other real estate to facilitate timely payment of the balance due and Buyer shall pay the portion attributed to the Property.

18. **Rollback Taxes.** If the Taxes have been determined by a special appraisal method that allows for appraisal of the land at less than its market value, an additional tax, penalty and/or interest may be imposed or assessed as a result of the transfer of the Property or a change in use ("**Additional Assessments**"). Any Additional Assessments shall be paid by Buyer; provided, however, Seller shall pay any Additional Assessments that are attributable to Seller's change in use of the Property prior to Closing or a denial of a special use valuation on the Property claimed by Seller for any period prior to Closing.

19. **Risk of Loss.** The Property shall be conveyed at Closing in substantially its present condition and Seller assumes the risk of loss and damage until Closing; provided, however, Buyer shall be obligated to acquire the Property notwithstanding the occurrence of any of the following prior to Closing: (a) normal use, wear and tear; (b) loss or damage that is repaired prior to Closing; and (c) loss covered by Seller's insurance if Seller agrees to assign to Buyer all insurance proceeds covering such loss.

20. **Remedies; Buyer Default.** As used herein, the term "**Buyer Default**" refers to any defect or default with respect to delivery of the Earnest Money (including nonpayment or dishonor of any check) and/or the failure of this transaction to close due to nonperformance, breach and/or default with respect to the Buyer's obligation(s) under this Agreement. In the event of a Buyer Default, the following provisions shall apply:

(a) Seller shall have the right to demand and recover liquidated damages in an amount equal to ten percent (10%) of the Bid Amount. Upon Seller's demand and receipt of such liquidated damages, this Agreement shall be completely terminated in all respects. Buyer acknowledges and agrees that, in the event of a Buyer Default, the amount of Seller's damages would be uncertain and difficult to ascertain and that 10% of the Bid Amount is fairly proportionate to the loss likely to occur due to a Buyer Default. If this liquidated damages provision is adjudicated as unenforceable, Seller may recover and Buyer agrees to pay actual damages (plus expenses and attorney fees).

(b) The Earnest Money shall be applied towards any sums that Seller is entitled to recover from Buyer and, upon Seller's demand, Buyer shall execute and deliver to the Escrow Agent an instrument authorizing the payment of such funds to Seller up to the amount due Seller. If Buyer fails to execute and deliver such authorization, the funds shall remain in escrow until properly adjudicated and Seller shall have the right to recover from Buyer, in addition to any other recovery, all expenses, including reasonable attorney fees, thereafter incurred by Seller in seeking to enforce any right or remedy.

(c) Without limiting the foregoing provisions, Seller's remedies in the event of a Buyer Default shall include the right to terminate Buyer's right to acquire the Property under this Agreement (without prejudice to Seller's right to recover damages, including liquidated damages as provided above) by giving notice of such termination to Buyer. Any such termination shall be effective as of a date specified in a notice of termination from Seller to Buyer (but not earlier than the effective date of the notice). At any time after the effective date of such termination, Seller shall have the absolute and unconditional right to sell the Property free and clear of any right or claim of Buyer whatsoever.

21. **Remedies; Seller Default.** The term "**Seller Default**" refers to the failure of this transaction to close due to nonperformance, breach and/or default with respect to the Seller's obligation(s) under this Agreement; provided, however, if Seller is unable to convey the Property in accordance with the Conveyance Requirements, such inability shall constitute a failure of a condition under Section 12 above, and not a Seller Default. In the event of a Seller Default: (a) Buyer shall have the right to demand and receive a full refund of the Earnest Money; (b) upon such demand and Buyer's receipt of the Earnest Money, this Agreement shall be completely terminated in all respects

at such time; and (c) at Buyer's option, at any time prior to such termination, Buyer may elect instead to seek specific performance of Seller's obligations.

22. Remedies; General. Notwithstanding any other provision, if this transaction fails to close, the Escrow Agent is authorized to hold the Earnest Money until it receives either: (a) written disbursement instructions signed by Buyer and Seller; (b) a written release signed by one party authorizing disbursement to the other party; or (c) a final court order specifying the manner in which the Earnest Money is to be disbursed. In the event of a lawsuit between the parties seeking any remedy or relief in connection with this Agreement and/or the Property, the prevailing party in such lawsuit shall be entitled to recover its reasonable attorneys' fees and expenses. **TO THE FULL EXTENT PERMITTED BY LAW, BUYER AND SELLER HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY (TO THE EXTENT THAT SUCH RIGHT NOW OR HEREAFTER EXISTS) WITH REGARD TO THIS AGREEMENT AND/OR THE PROPERTY AND/OR ANY CLAIM, COUNTERCLAIM, THIRD PARTY CLAIM OR OTHER ACTION ARISING IN CONNECTION THEREWITH.**

23. Notices. A notice given to a party pursuant to this Agreement shall be in writing and sent to the party's notification address (as provided below) via any delivery service provided by USPS, FedEx or UPS that includes proof of delivery. In addition, if email address(es) is/are provided with a party's notification address in this Agreement, a legible PDF copy of any notice to such party shall be sent to the email address(es) provided. A notice shall be effective immediately as of the first day on which the notice has been sent in accordance with the requirements of this Section (regardless of the date of receipt). Subject to each party's right to change its notification address (by giving notice of such change to all other parties), the parties' notification addresses are as follows:

If to Seller: Linda A. Nellis, 21204 Bogie Rd., Edmond, OK 73012
With PDF copies via emails to: Brent@schraderauction.com

If to Buyer: The Buyer's mailing address (and email address, if any) provided on the Signature Page.

24. 1031 Exchange. Each party shall reasonably cooperate if another party intends to structure the transfer or acquisition of all or any part of the Property as part of an exchange under §1031 of the Internal Revenue Code ("Exchange"). The rights of a party may be assigned to a qualified intermediary or exchange accommodation titleholder for purposes of an Exchange, but the assignor shall not be released from any obligation under this Agreement. No party shall be required to acquire title to any other property, assume any additional liabilities or obligations or incur any additional expense as a result of another party's Exchange.

25. Agency; Sales Fee. Auction Companies and their respective agents and representatives are acting solely on behalf of, and exclusively as the agents for, the Seller. *Buyer acknowledges receipt of the Information About Brokerage Services form which is included as Exhibit B in the Auction Exhibit Binder.* The commission due Auction Companies shall be paid by Seller pursuant to a separate agreement. Buyer shall indemnify and hold harmless Seller and Auction Companies from and against any claim of any broker or other person who is or claims to be entitled to any commission, fee or other compensation relating to the sale of the Property as a result of Buyer's dealings with such other broker or person. This obligation of Buyer shall survive Closing.

26. Execution Authority. With respect to any limited liability company, corporation, partnership, trust, estate or any other entity other than an individual or group of individuals ("Entity") identified on the Signature Page as a party to this Agreement (or as a partner, member, manager or fiduciary signing on behalf of a party to this Agreement), such Entity and each individual and/or Entity purporting to sign this Agreement on behalf of such Entity jointly and severally promise, represent and warrant that: (a) such Entity has full power and authority to execute this Agreement; (b) all action has been taken and all approvals and consents have been obtained which may be required to properly authorize the execution of this Agreement on behalf of such Entity; (c) the individual(s) purporting to sign this Agreement on behalf of such Entity has/have full power and authority to execute this Agreement on behalf of (and as the binding act of) such Entity; and (d) this Agreement has been properly executed on behalf of (and as the binding act of) such Entity.

27. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns; *provided, however*, that no assignment by Buyer (other than an assignment to a qualified intermediary or accommodation titleholder in connection with an Exchange) shall be valid unless approved in writing by Seller and, in any case, Buyer shall not be released from Buyer's obligations by reason of any assignment but shall absolutely and unconditionally guaranty payment and performance by the assignee.

28. **Miscellaneous Provisions.** The meaning ascribed to a particular capitalized term where it appears in this Agreement with quotation marks shall apply to such capitalized term as it is used throughout this Agreement. Time is of the essence of this Agreement. All provisions of this Agreement shall survive the Closing unless and except as otherwise provided or required by the express terms of this Agreement. This Agreement contains the entire agreement of the parties and supersedes any statement, promise or representation made or purportedly made prior to this Agreement by either party and/or their respective agents. Neither party is relying upon any statement or promise that is not set forth in this Agreement. Neither party shall be bound by any purported oral modification or waiver. If any provision of this Agreement is inconsistent with any other statement in the Sealed Bid Packet or any statement in the auction brochure or other marketing materials, the provision of this Agreement shall control. This Agreement may be executed in multiple counterparts, all of which together shall constitute one and the same instrument. For purposes of the execution of this Agreement, the electronic transmission of a signed counterpart via email, fax or a commonly-used electronic signature service such as DocuSign® shall have the same effect as the delivery of an original signature.

29. **Buyer's Acknowledgment of Certain Disclosures and Disclaimers.** Buyer acknowledges and agrees that:

(a) Information booklets have been provided to prospective buyers in printed form and/or via download from the auction website. The information booklets include information obtained or derived from third-party sources, including water and sewer lines maps, zoning map, topography map, food zone map and property tax statements. Such information has been provided subject to (and not as a substitute for) a prospective buyer's independent investigation and verification. Although believed to be from reliable sources, the Seller and Auction Company disclaim any warranty or liability for the information provided. The auction tract map included in the Information booklet has been updated with revised boundary lines and revised acres, as shown in Exhibit A.

(b) Buyer's obligations under this Agreement are not contingent upon the results of any further inspection, investigation or evaluation of the character or condition of the Property or its suitability for any particular use or purpose. Buyer is responsible for having completed all such inspections, investigations and evaluations prior to submitting this Offer. Buyer acknowledges (and represents to Seller) that Buyer has either completed all such inspections, investigations and evaluations or has knowingly and willingly elected to purchase the Property without having done so. In either case, Buyer assumes all risks and agrees to purchase and acquire the Property ***"AS IS, WHERE IS"*** and ***without any warranty of any kind as to its character or condition or its suitability for any particular use or purpose.***

(c) Without limiting the foregoing provisions, Seller, Auction Companies and their respective agents and representatives disclaim any promise, representation or warranty as to: (i) acreages; (ii) zoning matters; (iii) environmental matters; (iv) the availability or location of any utilities; (v) the availability of any permit (such as, but not limited to, any building permit, zoning permit or highway permit); (vi) whether or not the Property is qualified or suitable for any particular use or purpose; and/or (vii) the accuracy of any third party reports or materials provided in connection with this Agreement and/or the marketing of the Property and/or the Auction.

(d) Seller shall have no obligation before or after Closing with respect to (and Buyer's obligations under this Agreement are not contingent upon obtaining) any permit or approval that Buyer may need in connection with any prospective use, improvement or development of the Property. Buyer acknowledges that Seller has not agreed to perform any work on or about the Property before or after Closing.

(e) Prior to submitting this Offer, Buyer received the Auction Exhibit Binder with the following exhibits:

Exhibit A: Revised Auction Tract Map

Exhibit B: Information About Brokerage Services

Exhibit C: Preliminary Title Evidence consisting of preliminary title insurance schedules (Schedules A - D) prepared by Monteith Abstract & Title Company, dated November 17, 2020 and identified by reference to File Numbers 20-7748, 20-7749 and 20-7750, together with copies of all recorded documents referenced in the preliminary Schedule B.

(f) As an update to the marketing materials, the auction tracts previously identified in the marketing materials as Tracts 5, 6 and 7 have been consolidated into two tracts identified as Tracts 5 and 6 in Exhibit A. The auction tract map in the marketing materials has been updated with revised boundary lines and revised acres, as shown in Exhibit A.

(g) The auction tract map provided with the marketing materials and the revised auction tract map provided in Exhibit A were created based on third-party GIS mapping and parcel data, without the benefit of a survey or an official property tax map. The auction tract map (as revised in Exhibit A) is an approximation and is provided for identification and illustration purposes only. It is not provided as a survey product and it is not intended to depict or establish authoritative boundaries or locations. Buyer is agreeing to purchase the Property without the benefit of a pre-auction survey. If a dispute arises prior to Closing as to the location of any boundary affecting the Property, Seller may terminate this Agreement by giving written notice of termination to Buyer. In the event of such termination, the Earnest Money shall be refunded to Buyer and the Property may be re-sold free and clear of any claim of Buyer. In lieu of such termination, Seller may elect instead to enforce this Agreement according to its terms.

(h) As an update to the marketing materials, the acre estimates have been revised for purposes of the Auction, as shown in Exhibit A and the Signature Page. The acreages shown in Exhibit A and the Signature Page are approximate and have been estimated based on: (i) the approximate total acres indicated by the property tax records for the existing tax parcels; and (ii) an approximate, provisional allocation of the totals between the potential new tracts. No warranty or authoritative representation is made as to the number of acres included with the Property.

(i) Without limiting the provisions of Section 11 above, Tracts 5 and 6 are subject to a 50-foot wide non-exclusive ingress and egress easement which is believed to run along the southeast line of Tract 5 and the most southerly southwest line of Tract 6.

(j) Tracts 1 and 6 include structures that were previously used as residential dwellings but have been unoccupied for years. These structures are not habitable and are not offered or intended to be used or occupied as a home or dwelling.

(k) Buyer agrees to acquire the Property at Closing notwithstanding the presence thereon of any vehicles and/or other items of personal property. Upon the conveyance of the Property to Buyer at Closing, Buyer will have the right to enforce any lawful right or remedy with respect to any such personal property that may be available to Buyer, as the owner of the Property, vis-a-vis the owner(s) of any such personal property. Seller shall have no obligation before or after Closing with respect to any such personal property. Seller shall have no obligation before or after Closing to clean up any part of the Property or to remove any trash or discarded items left on the Property.

(l) Seller shall have no obligation before or after Closing in connection with the permitting, approval, installation and/or improvement of any new or improved road entrance that may be necessary or desirable for Buyer's intended use of the Property.

30. Statutory Notices. For purposes of the following statutory notices, "**you**" refers to Buyer.

(a) **ABSTRACT OR TITLE POLICY:** The Auction Companies are required by law to notify you, as Buyer, that you should have an abstract of title covering the Property examined by an attorney of your choice, OR you should be provided with or obtain a title insurance policy. By signing below, you acknowledge receipt of the foregoing notice. (Note: For purposes of this Agreement, Seller is required to furnish title insurance in accordance with terms of Sections 9 and 10 above.)

(b) **PROPERTY LOCATED IN A CERTIFICATED SERVICE AREA OF A UTILITY SERVICE PROVIDER:** The real property, described in this Agreement, that you are about to purchase may be located in a certificated water or sewer service area, which is authorized by law to provide water or sewer service to the properties in the certificated area. If your property is located in a certificated area there may be special costs or charges that you will be required to pay before you can receive water or sewer service. There may be a period required to construct lines or other facilities necessary to provide water or sewer service to your property. You are advised to determine if the property is in a certificated area and contact the utility service provider to determine the cost that you will be required to pay and the period, if any, that is required to provide water or sewer service to your property. The undersigned purchaser hereby acknowledges receipt of the foregoing notice at or before the execution of a binding contract for the purchase of the real property described in the notice or at closing of purchase of the real property.

(c) Certain statutory notices are not applicable because this sale will involve the transfer of property by a fiduciary in the course of the administration of a trust and/or a decedent's trust.

31. **Offer and Acceptance.** Buyer's execution and delivery of this Offer constitutes an offer to purchase the Property which may be accepted or rejected by Seller for any reason in the Seller's sole discretion and, if accepted by Seller, shall constitute a binding purchase contract between Seller and Buyer for the sale and purchase of the Property in accordance with the terms and conditions set forth herein. This Offer shall be treated as having been accepted by the Seller only if Seller's acceptance is signed by Seller on the Signature Page. This Offer shall be treated as having been rejected by the Seller only if: (a) Seller has given written notice of rejection to the Buyer; (b) the Earnest Money has been returned to Buyer prior to Seller's acceptance; (c) Seller has accepted another offer for all or any part of the Property; or (d) Seller has failed to accept this Offer within the time specified in Section 33 below.

32. **Multiple Offers and Alternative Bidding.** This Section applies if the undersigned bidder submits or has submitted any other offer (in addition to this Offer) with respect to a different tract or combination. If "Multiple Alternative Bids" is indicated on the Signature Page, this Offer may not be accepted if Seller accepts or intends to accept any other offer submitted by the undersigned Buyer with respect to a different tract or combination. Otherwise, this Offer may be accepted regardless of Seller's acceptance or rejection of any other offer submitted by the undersigned Buyer.

33. **Expiration of Offer; Acceptance Deadline.** This Offer expires unless it is accepted by Seller on or before 11:59 o'clock p.m. (CST) on **Friday, December 11, 2020**.

[The remainder of this Agreement is contained in the immediately-following Signature Page.]

[Signature Page]

IN WITNESS WHEREOF, Buyer offers and agrees to purchase the particular tract(s) designated as the included tract(s) in the table below for the amount of the Purchase Price written below. Buyer's initials or mark in the "Yes" column in the table below indicate tract(s) that is/are included as part of the Property for purposes of this Offer and Agreement.

<p><i><u>Instructions to Bidder:</u> Write your initials or place your mark in the "Yes" column next to the tract(s) that you are offering to purchase pursuant to this Offer. If you do not intend to include all six tracts in this Offer, you may write your initials or place your mark in the "No" column next to the excluded tract(s) and/or you may strike or cross out the reference to the excluded tract(s).</i></p>	<p><i>Included as part of the Property for purposes of this Offer:</i></p>	
	Yes	No
Tract 1 (5.3± acres as identified and approximately depicted in Exhibit A)		
Tract 2 (5.5± acres as identified and approximately depicted in Exhibit A)		
Tract 3 (5.3± acres as identified and approximately depicted in Exhibit A)		
Tract 4 (8.5± acres as identified and approximately depicted in Exhibit A)		
Tract 5 (6.5± acres as identified and approximately depicted in Exhibit A)		
Tract 6 (8.1± acres as identified and approximately depicted in Exhibit A)		

Bid Amount for the Included Tract(s): \$_____

THE PURCHASE PRICE IS THE BID AMOUNT WRITTEN ABOVE PLUS A BUYER'S PREMIUM EQUAL TO FOUR PERCENT (4%) OF THE BID AMOUNT. THE 4% BUYER'S PREMIUM IS AUTOMATICALLY ADDED TO THE BID AMOUNT TO ARRIVE AT THE PURCHASE PRICE.

Instructions to Bidder: See Section 32 above, regarding "Multiple Offers and Alternative Bidding", and check one of the following:

- ☐ **No Other Bids:** The undersigned bidder is not submitting any other offer concurrently with this Offer.
- ☐ **Multiple Alternative Bids:** This Offer may not be accepted by Seller if Seller accepts or intends to accept any other offer submitted by the undersigned bidder with respect to a different lot or combination.
- ☐ **Multiple Independent Bids:** This Offer may be accepted by Seller regardless of Seller's acceptance or rejection of any other offer submitted by the undersigned bidder.

SIGNATURE OF BUYER: On the _____ day of _____, 2020, this Agreement is signed by the undersigned, constituting the "Buyer" for purposes of this Agreement:

 Printed Name(s) of Buyer(s) (For a business entity, write the full legal name, the type of entity and the state of incorporation / organization)

(By) _____
 (Signatures)

 (Printed name/s and office or capacity of individual/s signing on behalf of an LLC, corporation or other Buyer entity)

 (Buyer's Address) (City, State, Zip)

 (Buyer's Telephone Number) (Buyer's Email Address)

 (Buyer's Lender, if any, and Lender Contact Info.)

ACCEPTED BY SELLER on ____ / ____ / 2020:

Signing as the duly-authorized Trustee(s) of the Donald Earl & Lenner Hair Nellis Revocable Living Trust:

Sign: _____

Print: _____

RECEIPT OF EARNEST MONEY:

Amount received: \$_____

Date received: ____ / ____ / 2020.

Monteith Abstract & Title Company

By: _____



Paul A. Lynn & Associates, LLC
406 Coachman
Houston, TX 77024
713-825-1771

Property:

39± acres in Killeen, Texas
(offered in 6 tracts)

Auction Manager:

Brent Wellings
Tel: 972-768-5165

AUCTION EXHIBIT BINDER

Exhibit A: Revised Auction Tract Map

Exhibit B: Information About Brokerage Services

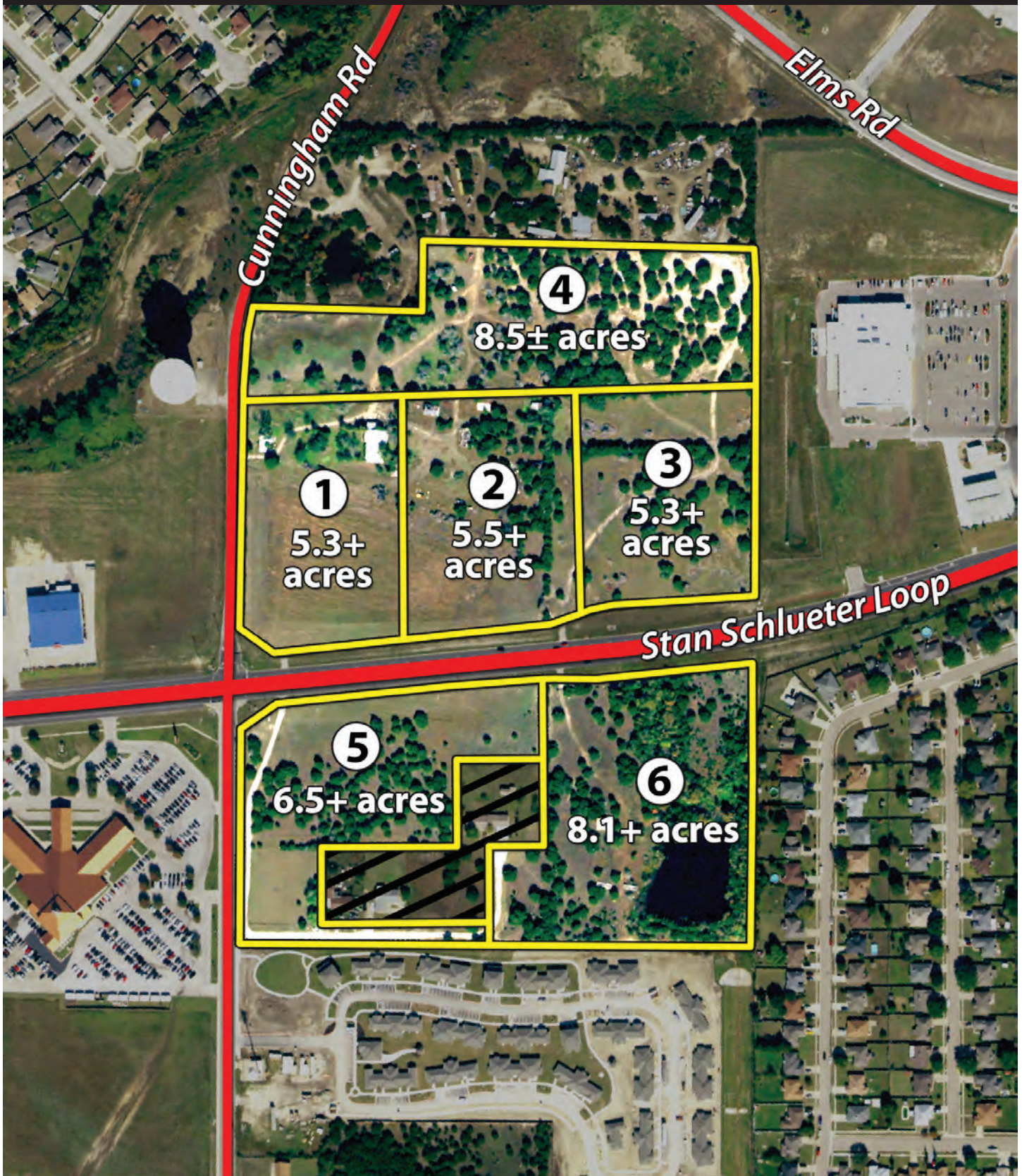
Exhibit C: Preliminary Title Evidence consisting of preliminary title insurance schedules (Schedules A - D) prepared by Monteith Abstract & Title Company, dated November 17, 2020 and identified by reference to File Numbers 20-7748, 20-7749 and 20-7750, together with copies of all recorded documents referenced in the preliminary Schedule B.

EXHIBIT A

Revised Auction Tract Map

Sealed Bid Deadline: December 8, 2020

Approximate depiction of auction tracts in Killeen, Texas, together comprising Bell County Parcel ID 78569, Parcel ID 468042 and Parcel ID 418928



Boundary lines and/or acreages depicted in the marketing materials and auction tract maps, including this Exhibit A, are approximations and are provided for identification and illustration purposes only. They are not provided or intended as survey products or as authoritative representations of property boundaries and/or acreages.



Information About Brokerage Services

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- **A BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- **A SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Paul A. Lynn & Assoc., LLC	9000489	palccim@gmail.com	713-825-1771
Licensed Broker /Broker Firm Name or Primary Assumed Business Name	License No.	Email	Phone
Paul A. Lynn, CCIM	0244902	palccim@gmail.com	713-825-1771
Designated Broker of Firm	License No.	Email	Phone
Licensed Supervisor of Sales Agent/ Associate	License No.	Email	Phone
Charles Brent Wellings	618910	brent@schraderauction.com	972-768-5165
Sales Agent/Associate's Name	License No.	Email	Phone

Buyer/Tenant/Seller/Landlord Initials

Date

EXHIBIT C

Preliminary Title Insurance Schedules (Schedules A - D)

**(with copies of recorded documents
referenced in preliminary Sch. B)**

Auction Tracts in Killeen, Texas (Bell County)

Preliminary title insurance schedules prepared by:

Monteith Abstract & Title Company

(File Numbers: 20-7748, 20-7749 and 20-7750)

For Sealed Bid Auction conducted by:

**Schrader Real Estate and Auction Company, Inc.
and Paul A. Lynn & Associates, LLC**

On behalf of:

Trustee of the Donald Earl & Lenner Hair Nellis Rev. Liv. Trust

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

Effective Date: **November 17, 2020, 8:00 am**

G.F. No. or File No. **20-7749**

Commitment No. _____ bis _____ issued: **December 2, 2020, 8:00 am**
(if applicable)

1. The policy or policies to be issued are:

- (a) OWNER POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)
Policy Amount:
PROPOSED INSURED:
- (b) TEXAS RESIDENTIAL OWNER POLICY OF TITLE INSURANCE -
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
Policy Amount: **To Be Determined**
PROPOSED INSURED: **To Be Determined**
- (c) MORTGAGEE POLICY OF TITLE INSURANCE (Form T-2)
Policy Amount: **To Be Determined**
PROPOSED INSURED: **To Be Determined**

Proposed Borrower: **To Be Determined**
- (d) TEXAS SHORT FORM RESIDENTIAL MORTGAGEE POLICY OF TITLE INSURANCE (Form T-2R)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
- (e) MORTGAGEE TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
Binder Amount:
PROPOSED INSURED:
Proposed Borrower:
- (f) OTHER
Policy Amount:
PROPOSED INSURED:

2. The interest in the land covered by this Commitment is: **Fee Simple**

3. Record title to the land on the Effective Date appears to be vested in:
Linda Anita Nellis, Successor Trustee of the Donald Earl Nellis and Lenner Hair Nellis Revocable Living Trust

4. Legal description of the land:
A tract of land out of the Robert Cunningham Survey, Abstract No. 199, in Bell County, Texas, containing 18.2399 acres of land, more or less (Subject to Schedule C Requirement)

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):
Volume 1439, Page 631, Volume 1503, Page 505, Volume 1564, Page 419, Volume 1616, Page 884, Volume 1616, Page 888, Volume 1767, Page 33, Volume 1767, Page 37, Volume 1767, Page 41, Volume 1767, Page 45, Volume 2205, Page 685, Volume 4515, Page 763, Deed Records of Bell County, Texas, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner Policy only).
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.(Applies to the Owner Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 2020 and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, *Texas Tax Code*, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Mortgagee Policy (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2020 and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Mortgagee Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Mortgagee Policy (T-2) only.)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Mortgagee Policy (T-2R). (Applies to Texas Short Form Residential Mortgagee Policy (T-2R) only. Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Mortgagee Policy (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
- 1) Visible and apparent easements. *
 - 2) Portion of the property within any roadway. *
 - 3) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land. *
- * Note: Upon receipt of a survey acceptable to company, exceptions 1-3 will be deleted. Company reserves the right to add additional exceptions per its examination of said survey.
- 4) All, leases, grants, exceptions or reservations of coal, lignite, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
- a. **Easement to Texas Power & Light Company of record in Volume 564, Page 534, Volume 568, Page 274 and Volume 1183, Page 887, Deed Records of Bell County, Texas.**
 - b. **Easement to West Bell County Water Supply Corporation of record in Volume 1231, Page 171, Deed Records of Bell County, Texas.**
 - c. **ROW Easement to H.E. Weatherby and wife, Lena Weatherby, their heirs and assigns, of record in Volume 1342, Page 585, Deed Records of Bell County, Texas.**
 - d. **Road Easement between Donald E. Nellis and wife, Lenner Nellis and Edwin D. Billet, of record in Volume 1875, Page 600, Deed Records of Bell County, Texas.**
 - e. **Any and all restrictions, covenants, conditions, reservations, easements, provisions and right of first refusal to purchase contained in Deed from Donald E. Nellis and wife, Lenner H. Nellis, to Linda A. Nellis, a feme sole, recorded in Volume 1767, Page 37, Deed Records of Bell County, Texas.**
 - f. **ROW Easement to Texas Utilities Electric Company, a Texas corporation of record in Volume 2260, Page 637, Deed Records of Bell County, Texas.**
 - g. **Waterline easement of record in Volume 5170, Page 703, Official Public Records of Real Property of Bell County, Texas.**
 - h. **Easement to the City of Killeen as set out in Agreed Judgement of record in Volume 2874, Page 12, Official Public Records of Real Property of Bell County, Texas.**

COMMITMENT FOR TITLE INSURANCE**SCHEDULE C**

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, subcontractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Mortgagee Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. **We require taxes to be paid for 2020, and all prior years.**
6. **We require that we be furnished with an AFFIDAVIT OF DEBTS AND LIENS executed by the Seller at time of closing.**
7. **If an Owner's Title Policy is issued, we require that we be furnished with a WAIVER OF INSPECTION executed by the Purchaser at time of closing.**
8. **We require a metes and bounds legal description of the subject property that is to be conveyed or encumbered. We reserve the right to make additional requirements after review of said metes and bounds legal description.**
9. **One week prior to closing, we require a Certification of Trust of the The Donald Earl Nellis and Lenner Hair Nellis Revocable Living Trust, dated within 30 days of the closing date, or a copy of the Trust Agreement together with all amendments to determine all Trustees and the authority of the Trustee(s).**

If the Trust Agreement is provided, we require an affidavit signed by the Trustee that the Trust and all amendments have been furnished for our review.

Additional requirements may be made upon review.

10. **Note to Closer: Exemptions are claimed on the subject property. Prior to closing, verification of any rollback taxes must be obtained from the Bell County Tax Appraisal District.**
11. **If any party to the transaction will execute documents by a durable power of attorney Company requires that the agent of each such power of attorney provide the Company with a Certification of Durable Power of Attorney by Agent, pursuant to Texas Estates Code, Sect. 751.203, on or before the date of closing.**
12. **Article 9.39A of the Texas Insurance Code requires certified checks, cashier's checks, cash or wire transfers for all transactions that involve the payment of \$1,500.00 or more. The Title Company must require compliance with Article 9.39A by all parties.**

13. For Informational Purposes to Establish Chain of Title:

The following deed(s) are disclosed as evidence of 24 month chain of title:

Instrument: Warranty Deed
Grantor: Josephine E. Janczak, surviving widow of Stanley J. Janczak (not having remarried since the death of her husband, Stanley J. Janczak)
Grantee: Donald E. Nellis and wife, Lenner Nellis
Executed on: April 12, 1971
Filed on: April 29, 1971
Volume/Page: 1128/612
Description: Subject property

Instrument: Quit Claim Deed
Grantor: Donald Earl Nellis and Lenner Hair Nellis
Grantee: Donald Earl Nellis and Lenner Hair Nellis Revocable Living Trust
Executed on: June 4, 1996
Filed on: October 16, 1996
Volume/Page: 3536/477
Description: Subject property

Instrument: Affidavit of Heirship
Deceased: Donald Earl Nellis
Affiants: Lenner Hair Nellis and Geneva Smith
Date of Death: September 6, 1997
Filed on: January 30, 2006
Volume/Page: 5957/152
Description: Subject property

Instrument: Probate Letters of Testamentary
Deceased: Lenner Hair Nellis
Applicant: Linda Anita Nellis
Date of Death: August 13, 2013
Filed on: September 30, 2013
Cause No.: 30162
Description: Subject property

Instrument: Declaration of Trust
Name of Trust: The Donald Earl Nellis and Lenner Hair Nellis Revocable Living Trust
Trustee: Linda Anita Nellis, Successor Trustee
Executed on: April 15, 1996
Filed on: November 4, 1996
Volume/Page: 3543/609
Description: Subject property

- 14. We should be reimbursed for the tax research fees charged per tax certificate and 8.25% sales tax, upon closing or cancellation of this file.**

15. Effective May 1, 2019 a \$2.00 Guaranty Fee must be collected for each owners and lenders title insurance policy issued as required by Texas Title Insurance Guaranty Association.

Countersigned

Monteith Abstract & Title Company, Inc. - Killeen Branch

By

A handwritten signature in black ink, appearing to be "Falks", is written over a horizontal line.

COMMITMENT FOR TITLE INSURANCE

SCHEDULE D

G.F. No. or File No. **20-7749** Effective Date: **November 17, 2020, 8:00 am**

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment

Texan Title Insurance Company

Directors: Patrick F. Doyle, Jessica R. Carper and Jeffrey A. Adams

Officers:

Patrick F. Doyle - Chief Executive Officer and President

Jessica R. Carper - Senior Vice President and Treasurer

Jeffrey A. Adams - General Counsel and Secretary

J. Brandon Linscomb - Senior Vice President

Russell Sugg - Executive Vice President

2. The following disclosures are made by Monteith Abstract & Title Company, Inc.

Monteith Abstract & Title Company, Inc. is owned 100% by MATC 1876 LP. The partners of MATC 1876 LP are: MATC 1876 Management LLC, Marilyn Turner, Manager, 1%; Frank J Turner Special Community Property Trust, Frank J Turner, Trustee, 25.5%; Marilyn Turner Special Community Property Trust, Marilyn Turner, Trustee, 25.5%; The MACMER Trust, Brett Alan Turner, Trustee, 24%; The Kid's Kitty Trust, Bradley Jones Turner, Trustee, 24%.

The members of MATC 1876 Management LLC, Marilyn Turner, Manager, are: Frank J Turner Special Community Property Trust, Frank J Turner, Trustee, 26%; Marilyn Turner Special Community Property Trust, Marilyn Turner, Trustee, 26%; The MACMER Trust, Brett Alan Turner, Trustee, 24%; The Kid's Kitty Trust, Bradley Jones Turner, Trustee, 24%.

DIRECTORS

Frank J Turner, Jr.

Marilyn Turner

OFFICERS

Marilyn Turner, Chairman of the Board

Brett Alan Turner, President

Bradley Jones Turner, Executive Vice President

John Tyson Hendrick, Secretary/Treasurer

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving any sum from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium* is:

Owners Policy

Mortgage Policy

Total

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

Amount

To Whom

For Services

*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the State Board of Insurance.
This commitment is invalid unless the insuring provisions and Schedules A, B, and C are attached

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

Effective Date: **November 17, 2020, 8:00 am**

G.F. No. or File No. **20-7748**

Commitment No. ____bls____ issued: **December 1, 2020, 8:00 am**
(if applicable)

1. The policy or policies to be issued are:

- (a) OWNER POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)
Policy Amount: **To Be Determined**
PROPOSED INSURED: **To Be Determined**
- (b) TEXAS RESIDENTIAL OWNER POLICY OF TITLE INSURANCE -
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
Policy Amount:
PROPOSED INSURED:
- (c) MORTGAGEE POLICY OF TITLE INSURANCE (Form T-2)
Policy Amount: **To Be Determined**
PROPOSED INSURED: **To Be Determined**

Proposed Borrower: **To Be Determined**
- (d) TEXAS SHORT FORM RESIDENTIAL MORTGAGEE POLICY OF TITLE INSURANCE (Form T-2R)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
- (e) MORTGAGEE TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
Binder Amount:
PROPOSED INSURED:
Proposed Borrower:
- (f) OTHER
Policy Amount:
PROPOSED INSURED:

2. The interest in the land covered by this Commitment is: **Fee Simple**

3. Record title to the land on the Effective Date appears to be vested in:
Linda Anita Nellis, Successor Trustee of the Donald Earl Nellis and Lenner Hair Nellis Revocable Living Trust

4. Legal description of the land:
A tract of land out of the Robert Cunningham Survey, Abstract No. 199, in Bell County, Texas, containing 6.431 acres of land, more or less (Subject to Schedule C Requirement)

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):
Volume 1439, Page 631, Volume 1503, Page 505, Volume 1564, Page 419, Volume 1616, Page 884, Volume 1616, Page 888, Volume 1767, Page 33, Volume 1767, Page 37, Volume 1767, Page 41, Volume 1767, Page 45, Volume 2205, Page 685, Volume 4515, Page 763, Deed Records of Bell County, Texas, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner Policy only).
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.(Applies to the Owner Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 2020 and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, *Texas Tax Code*, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Mortgagee Policy (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2020 and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Mortgagee Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Mortgagee Policy (T-2) only.)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Mortgagee Policy (T-2R). (Applies to Texas Short Form Residential Mortgagee Policy (T-2R) only. Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Mortgagee Policy (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
- 1) Visible and apparent easements. *
 - 2) Portion of the property within any roadway. *
 - 3) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land. *
- * Note: Upon receipt of a survey acceptable to company, exceptions 1-3 will be deleted. Company reserves the right to add additional exceptions per its examination of said survey.
- 4) All, leases, grants, exceptions or reservations of coal, lignite, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
- a. **Easement to Texas Power & Light Company of record in Volume 564, Page 534, Volume 568, Page 274 and Volume 1183, Page 887, Deed Records of Bell County, Texas.**
 - b. **Easement to West Bell County Water Supply Corporation of record in Volume 1231, Page 171, Deed Records of Bell County, Texas.**
 - c. **ROW Easement to H.E. Weatherby and wife, Lena Weatherby, their heirs and assigns, of record in Volume 1342, Page 585, Deed Records of Bell County, Texas.**
 - d. **Road Easement between Donald E. Nellis and wife, Lenner Nellis and Edwin D. Billet, of record in Volume 1875, Page 600, Deed Records of Bell County, Texas.**
 - e. **Any and all restrictions, covenants, conditions, reservations, easements, provisions and right of first refusal to purchase contained in Deed from Donald E. Nellis and wife, Lenner H. Nellis, to Linda A. Nellis, a feme sole, recorded in Volume 1767, Page 37, Deed Records of Bell County, Texas.**
 - f. **ROW Easement to Texas Utilities Electric Company, a Texas corporation of record in Volume 2260, Page 637, Deed Records of Bell County, Texas.**
 - g. **Waterline easement of record in Volume 5170, Page 703, Official Public Records of Real Property of Bell County, Texas.**
 - h. **Easement to the City of Killeen as set out in Agreed Judgement of record in Volume 2874, Page 12, Official Public Records of Real Property of Bell County, Texas.**

COMMITMENT FOR TITLE INSURANCE**SCHEDULE C**

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, subcontractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Mortgagee Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. **We require taxes to be paid for 2020, and all prior years.**
6. **We require that we be furnished with an AFFIDAVIT OF DEBTS AND LIENS executed by the Seller at time of closing.**
7. **If an Owner's Title Policy is issued, we require that we be furnished with a WAIVER OF INSPECTION executed by the Purchaser at time of closing.**
8. **We require a metes and bounds legal description of the subject property that is to be conveyed or encumbered. We reserve the right to make additional requirements after review of said metes and bounds legal description.**
9. **One week prior to closing, we require a Certification of Trust of the The Donald Earl Nellis and Lenner Hair Nellis Revocable Living Trust, dated within 30 days of the closing date, or a copy of the Trust Agreement together with all amendments to determine all Trustees and the authority of the Trustee(s).**

If the Trust Agreement is provided, we require an affidavit signed by the Trustee that the Trust and all amendments have been furnished for our review.

Additional requirements may be made upon review.

10. **Note to Closer: Exemptions are claimed on the subject property. Prior to closing, verification of any rollback taxes must be obtained from the Bell County Tax Appraisal District.**
11. **If any party to the transaction will execute documents by a durable power of attorney Company requires that the agent of each such power of attorney provide the Company with a Certification of Durable Power of Attorney by Agent, pursuant to Texas Estates Code, Sect. 751.203, on or before the date of closing.**
12. **Article 9.39A of the Texas Insurance Code requires certified checks, cashier's checks, cash or wire transfers for all transactions that involve the payment of \$1,500.00 or more. The Title Company must require compliance with Article 9.39A by all parties.**

13. For Informational Purposes to Establish Chain of Title:

The following deed(s) are disclosed as evidence of 24 month chain of title:

Instrument: Warranty Deed
Grantor: Josephine E. Janczak, surviving widow of Stanley J. Janczak (not having remarried since the death of her husband, Stanley J. Janczak)
Grantee: Donald E. Nellis and wife, Lenner Nellis
Executed on: April 12, 1971
Filed on: April 29, 1971
Volume/Page: 1128/612
Description: Subject property

Instrument: Quit Claim Deed
Grantor: Donald Earl Nellis and Lenner Hair Nellis
Grantee: Donald Earl Nellis and Lenner Hair Nellis Revocable Living Trust
Executed on: June 4, 1996
Filed on: October 16, 1996
Volume/Page: 3536/477
Description: Subject property

Instrument: Affidavit of Heirship
Deceased: Donald Earl Nellis
Affiants: Lenner Hair Nellis and Geneva Smith
Date of Death: September 6, 1997
Filed on: January 30, 2006
Volume/Page: 5957/152
Description: Subject property

Instrument: Probate Letters of Testamentary
Deceased: Lenner Hair Nellis
Applicant: Linda Anita Nellis
Date of Death: August 13, 2013
Filed on: September 30, 2013
Cause No.: 30162
Description: Subject property

Instrument: Declaration of Trust
Name of Trust: The Donald Earl Nellis and Lenner Hair Nellis Revocable Living Trust
Trustee: Linda Anita Nellis, Successor Trustee
Executed on: April 15, 1996
Filed on: November 4, 1996
Volume/Page: 3543/609
Description: Subject property

- 14. We should be reimbursed for the tax research fees charged per tax certificate and 8.25% sales tax, upon closing or cancellation of this file.**

15. Effective May 1, 2019 a \$2.00 Guaranty Fee must be collected for each owners and lenders title insurance policy issued as required by Texas Title Insurance Guaranty Association.

Countersigned

Monteith Abstract & Title Company, Inc. - Killeen Branch

By  _____

**COMMITMENT FOR TITLE INSURANCE
SCHEDULE D**

G.F. No. or File No. **20-7748** Effective Date: **November 17, 2020, 8:00 am**

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment

Texan Title Insurance Company

Directors: Patrick F. Doyle, Jessica R. Carper and Jeffrey A. Adams

Officers:

Patrick F. Doyle - Chief Executive Officer and President
Jessica R. Carper - Senior Vice President and Treasurer
Jeffrey A. Adams - General Counsel and Secretary
J. Brandon Linscomb - Senior Vice President
Russell Sugg - Executive Vice President

2. The following disclosures are made by Monteith Abstract & Title Company, Inc.

Monteith Abstract & Title Company, Inc. is owned 100% by MATC 1876 LP. The partners of MATC 1876 LP are: MATC 1876 Management LLC, Marilyn Turner, Manager, 1%; Frank J Turner Special Community Property Trust, Frank J Turner, Trustee, 25.5%; Marilyn Turner Special Community Property Trust, Marilyn Turner, Trustee, 25.5%; The MACMER Trust, Brett Alan Turner, Trustee, 24%; The Kid's Kitty Trust, Bradley Jones Turner, Trustee, 24%.

The members of MATC 1876 Management LLC, Marilyn Turner, Manager, are: Frank J Turner Special Community Property Trust, Frank J Turner, Trustee, 26%; Marilyn Turner Special Community Property Trust, Marilyn Turner, Trustee, 26%; The MACMER Trust, Brett Alan Turner, Trustee, 24%; The Kid's Kitty Trust, Bradley Jones Turner, Trustee, 24%.

DIRECTORS

Frank J Turner, Jr.
Marilyn Turner

OFFICERS

Marilyn Turner, Chairman of the Board
Brett Alan Turner, President
Bradley Jones Turner, Executive Vice President
John Tyson Hendrick, Secretary/Treasurer

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving any sum from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium* is:

Owners Policy
Mortgage Policy
Total

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

<u>Amount</u>	<u>To Whom</u>	<u>For Services</u>
---------------	----------------	---------------------

*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the State Board of Insurance.
This commitment is invalid unless the insuring provisions and Schedules A, B, and C are attached

COMMITMENT FOR TITLE INSURANCE

SCHEDULE A

Effective Date: **November 17, 2020, 8:00 am**

G.F. No. or File No. **20-7750**

Commitment No. _____ bls _____ issued: **December 2, 2020, 8:00 am**
(if applicable)

1. The policy or policies to be issued are:

- (a) OWNER POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)
Policy Amount:
PROPOSED INSURED:
- (b) TEXAS RESIDENTIAL OWNER POLICY OF TITLE INSURANCE -
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
Policy Amount: **To Be Determined**
PROPOSED INSURED: **To Be Determined**
- (c) MORTGAGEE POLICY OF TITLE INSURANCE (Form T-2)
Policy Amount: **To Be Determined**
PROPOSED INSURED: **To Be Determined**

Proposed Borrower: **To Be Determined**
- (d) TEXAS SHORT FORM RESIDENTIAL MORTGAGEE POLICY OF TITLE INSURANCE (Form T-2R)
Policy Amount:
PROPOSED INSURED:
Proposed Borrower:
- (e) MORTGAGEE TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
Binder Amount:
PROPOSED INSURED:
Proposed Borrower:
- (f) OTHER
Policy Amount:
PROPOSED INSURED:

2. The interest in the land covered by this Commitment is: **Fee Simple**

3. Record title to the land on the Effective Date appears to be vested in:
Linda Anita Nellis, Successor Trustee of the Donald Earl Nellis and Lenner Hair Nellis Revocable Living Trust

4. Legal description of the land:
A tract of land out of the Robert Cunningham Survey, Abstract No. 199, in Bell County, Texas, containing 14.581 acres of land, more or less (Subject to Schedule C Requirement)

NOTE: The Company is prohibited from insuring the area or quantity of land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

COMMITMENT FOR TITLE INSURANCE

SCHEDULE B

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):
Volume 1439, Page 631, Volume 1503, Page 505, Volume 1564, Page 419, Volume 1616, Page 884, Volume 1616, Page 888, Volume 1767, Page 33, Volume 1767, Page 37, Volume 1767, Page 41, Volume 1767, Page 45, Volume 2205, Page 685, Volume 4515, Page 763, Deed Records of Bell County, Texas, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law.
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner Policy only).
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.(Applies to the Owner Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 2020 and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, *Texas Tax Code*, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Mortgagee Policy (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2020 and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Mortgagee Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)
8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Mortgagee Policy (T-2) only.)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Mortgagee Policy (T-2R). (Applies to Texas Short Form Residential Mortgagee Policy (T-2R) only. Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Mortgagee Policy (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
- 1) Visible and apparent easements. *
 - 2) Portion of the property within any roadway. *
 - 3) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land. *
- * Note: Upon receipt of a survey acceptable to company, exceptions 1-3 will be deleted. Company reserves the right to add additional exceptions per its examination of said survey.
- 4) All, leases, grants, exceptions or reservations of coal, lignite, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.
- a. **Easement to Texas Power & Light Company of record in Volume 564, Page 534, Volume 568, Page 274 and Volume 1183, Page 887, Deed Records of Bell County, Texas.**
 - b. **Easement to West Bell County Water Supply Corporation of record in Volume 1231, Page 171, Deed Records of Bell County, Texas.**
 - c. **ROW Easement to H.E. Weatherby and wife, Lena Weatherby, their heirs and assigns, of record in Volume 1342, Page 585, Deed Records of Bell County, Texas.**
 - d. **Road Easement between Donald E. Nellis and wife, Lenner Nellis and Edwin D. Billet, of record in Volume 1875, Page 600, Deed Records of Bell County, Texas.**
 - e. **Any and all restrictions, covenants, conditions, reservations, easements, provisions and right of first refusal to purchase contained in Deed from Donald E. Nellis and wife, Lenner H. Nellis, to Linda A. Nellis, a feme sole, recorded in Volume 1767, Page 37, Deed Records of Bell County, Texas.**
 - f. **ROW Easement to Texas Utilities Electric Company, a Texas corporation of record in Volume 2260, Page 637, Deed Records of Bell County, Texas.**
 - g. **Waterline easement of record in Volume 5170, Page 703, Official Public Records of Real Property of Bell County, Texas.**
 - h. **Easement to the City of Killeen as set out in Agreed Judgement of record in Volume 2874, Page 12, Official Public Records of Real Property of Bell County, Texas.**

COMMITMENT FOR TITLE INSURANCE**SCHEDULE C**

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - b. all standby fees, taxes, assessments and charges against the property have been paid,
 - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, subcontractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - d. there is legal right of access to and from the land,
 - e. (on a Mortgagee Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. **We require taxes to be paid for 2020, and all prior years.**
6. **We require that we be furnished with an AFFIDAVIT OF DEBTS AND LIENS executed by the Seller at time of closing.**
7. **If an Owner's Title Policy is issued, we require that we be furnished with a WAIVER OF INSPECTION executed by the Purchaser at time of closing.**
8. **We require a metes and bounds legal description of the subject property that is to be conveyed or encumbered. We reserve the right to make additional requirements after review of said metes and bounds legal description.**
9. **One week prior to closing, we require a Certification of Trust of the The Donald Earl Nellis and Lenner Hair Nellis Revocable Living Trust, dated within 30 days of the closing date, or a copy of the Trust Agreement together with all amendments to determine all Trustees and the authority of the Trustee(s).**

If the Trust Agreement is provided, we require an affidavit signed by the Trustee that the Trust and all amendments have been furnished for our review.

Additional requirements may be made upon review.
10. **Note to Closer: Exemptions are claimed on the subject property. Prior to closing, verification of any rollback taxes must be obtained from the Bell County Tax Appraisal District.**
11. **If any party to the transaction will execute documents by a durable power of attorney Company requires that the agent of each such power of attorney provide the Company with a Certification of Durable Power of Attorney by Agent, pursuant to Texas Estates Code, Sect. 751.203, on or before the date of closing.**
12. **Article 9.39A of the Texas Insurance Code requires certified checks, cashier's checks, cash or wire transfers for all transactions that involve the payment of \$1,500.00 or more. The Title Company must require compliance with Article 9.39A by all parties.**

13. For Informational Purposes to Establish Chain of Title:

The following deed(s) are disclosed as evidence of 24 month chain of title:

Instrument: Warranty Deed
Grantor: Josephine E. Janczak, surviving widow of Stanley J. Janczak (not having remarried since the death of her husband, Stanley J. Janczak)
Grantee: Donald E. Nellis and wife, Lenner Nellis
Executed on: April 12, 1971
Filed on: April 29, 1971
Volume/Page: 1128/612
Description: Subject property

Instrument: Quit Claim Deed
Grantor: Donald Earl Nellis and Lenner Hair Nellis
Grantee: Donald Earl Nellis and Lenner Hair Nellis Revocable Living Trust
Executed on: June 4, 1996
Filed on: October 16, 1996
Volume/Page: 3536/477
Description: Subject property

Instrument: Affidavit of Heirship
Deceased: Donald Earl Nellis
Affiants: Lenner Hair Nellis and Geneva Smith
Date of Death: September 6, 1997
Filed on: January 30, 2006
Volume/Page: 5957/152
Description: Subject property

Instrument: Probate Letters of Testamentary
Deceased: Lenner Hair Nellis
Applicant: Linda Anita Nellis
Date of Death: August 13, 2013
Filed on: September 30, 2013
Cause No.: 30162
Description: Subject property

Instrument: Declaration of Trust
Name of Trust: The Donald Earl Nellis and Lenner Hair Nellis Revocable Living Trust
Trustee: Linda Anita Nellis, Successor Trustee
Executed on: April 15, 1996
Filed on: November 4, 1996
Volume/Page: 3543/609
Description: Subject property

- 14.** We should be reimbursed for the tax research fees charged per tax certificate and 8.25% sales tax, upon closing or cancellation of this file.

15. Effective May 1, 2019 a \$2.00 Guaranty Fee must be collected for each owners and lenders title insurance policy issued as required by Texas Title Insurance Guaranty Association.

Countersigned

Monteith Abstract & Title Company, Inc. - Killeen Branch

By



**COMMITMENT FOR TITLE INSURANCE
SCHEDULE D**

G.F. No. or File No. **20-7750** Effective Date: **November 17, 2020, 8:00 am**

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment

Texan Title Insurance Company

Directors: Patrick F. Doyle, Jessica R. Carper and Jeffrey A. Adams

Officers:

Patrick F. Doyle - Chief Executive Officer and President
Jessica R. Carper - Senior Vice President and Treasurer
Jeffrey A. Adams - General Counsel and Secretary
J. Brandon Linscomb - Senior Vice President
Russell Sugg - Executive Vice President

2. The following disclosures are made by Monteith Abstract & Title Company, Inc.

Monteith Abstract & Title Company, Inc. is owned 100% by MATC 1876 LP. The partners of MATC 1876 LP are: MATC 1876 Management LLC, Marilyn Turner, Manager, 1%; Frank J Turner Special Community Property Trust, Frank J Turner, Trustee, 25.5%; Marilyn Turner Special Community Property Trust, Marilyn Turner, Trustee, 25.5%; The MACMER Trust, Brett Alan Turner, Trustee, 24%; The Kid's Kitty Trust, Bradley Jones Turner, Trustee, 24%.

The members of MATC 1876 Management LLC, Marilyn Turner, Manager, are: Frank J Turner Special Community Property Trust, Frank J Turner, Trustee, 26%; Marilyn Turner Special Community Property Trust, Marilyn Turner, Trustee, 26%; The MACMER Trust, Brett Alan Turner, Trustee, 24%; The Kid's Kitty Trust, Bradley Jones Turner, Trustee, 24%.

DIRECTORS

Frank J Turner, Jr.
Marilyn Turner

OFFICERS

Marilyn Turner, Chairman of the Board
Brett Alan Turner, President
Bradley Jones Turner, Executive Vice President
John Tyson Hendrick, Secretary/Treasurer

- 3 You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving any sum from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium* is:

Owners Policy
Mortgage Policy
Total

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

<u>Amount</u>	<u>To Whom</u>	<u>For Services</u>
---------------	----------------	---------------------

*The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the State Board of Insurance.

This commitment is invalid unless the insuring provisions and Schedules A, B, and C are attached

NOTICE

Prepared by the State Bar of Texas for use by Lawyers only.
To select the proper form, fill in blank spaces, strike out form provisions or insert special terms constitutes the practice of law. No "standard form" can meet all requirements.

WARRANTY DEED

THE STATE OF TEXAS
COUNTY OF BELL

} KNOW ALL MEN BY THESE PRESENTS:

1439
631

That We, Donald Nellis and wife, Lenner Nellis,

of the County of Bell and State of Texas for and in
consideration of the sum of Ten and no/100-----DOLLARS
and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of
which is hereby acknowledged,

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto
Glenn F. Nellis, a single man,

of the County of Bell and State of Texas, all of
the following described real property in Bell County, Texas, to-wit:

See Exhibit "A", attached hereto.

The following restrictions shall be covenants binding upon and shall run with the land
and shall be binding on the Grantees and their heirs and assigns forever.

The following restrictions shall apply to the property:

No mobile homes shall be permitted upon said land; no wrecking or junk yards; no hogs
shall be kept or raised upon the land; no dog kennels or dog raising; all homes erected
on the said land must be at least 1300 square feet and be brick.

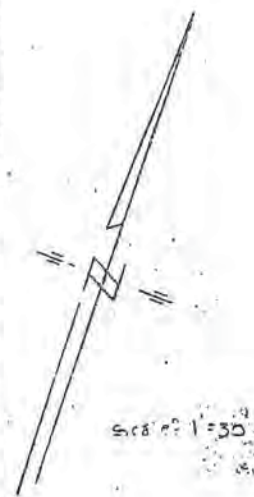
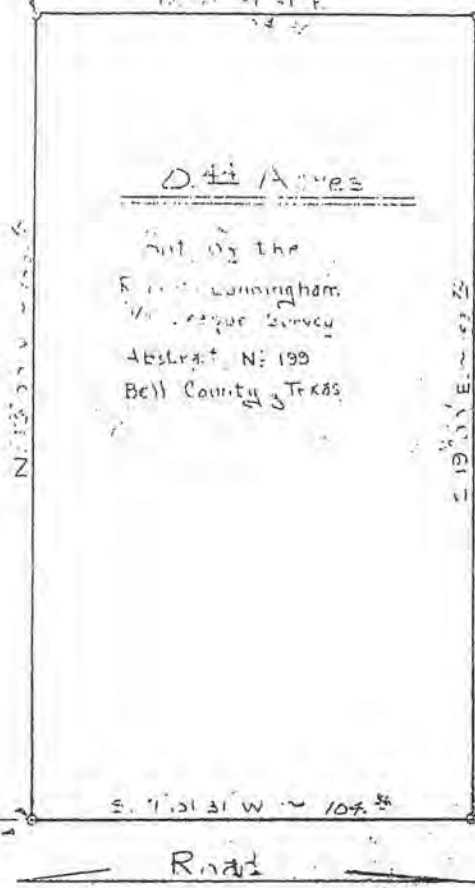
TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and
appurtenances thereto in anywise belonging, unto the said grantee, his heirs and assigns
forever; and we do hereby bind ourselves, our heirs, executors and administrators to
WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, his
heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 8th day of March A. D. 19 77

Donald Nellis
Donald Nellis
Lenner Nellis
Lenner Nellis

1439 631

1439 / 632



FIELDNOTES of a tract of land out of the Robert Cunningham Survey, Abstract No. 199, in Bell County, Texas and being out of and a part of that certain 71.395 acre tract described in a deed to Donald Nellis and of record in Vol. 1128 Page 612 of the Deed Records of Bell County, Texas and being more particularly described as follows:

BEGINNING at an iron pin in the north margin of a road easement (width 50 ft.) and being N 19° W 651.16 ft.; and N 71° 01' 31" E 196.64 ft. from the southwest corner of said 71.395 acre tract and being the southwest corner of this;

THENCE N 19° W 183.72 ft. to an iron pin for the northwest corner of this;

THENCE N 71° 01' 31" E 104.36 ft. to an iron pin for the northeast corner of this;

THENCE S 19° E 183.72 ft. to an iron pin in the north margin of a road easement (width 50 ft.) for the southeast corner of this;

THENCE S 71° 01' 31" W 104.36 ft. along the north margin of said road easement to the place of beginning, containing 0.44 acre.

STATE OF TEXAS)
) KNOW ALL MEN BY THESE PRESENTS,
 COUNTY OF BELL)

That I, Frank G. Martin Jr., a Registered Professional Engineer in the State of Texas; and the County Surveyor of Bell County, do hereby certify that I did cause to be surveyed on the ground the tract of land described above and that the description is true and correct to the best of my knowledge and belief.

August 5, 1975

Frank G. Martin Jr.
 Frank G. Martin Jr.
 Registered Professional Engineer
 Serial No. 16048
 County Surveyor of Bell

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF BELL

Before me, the undersigned authority, on this day personally appeared
Donald Nellis and wife, Lenner Nellis

known to me to be the person, whose name is subscribed to the foregoing instrument, and acknowledged to me
that the executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the

8th day of March, A. D. 19 77

Monte M. Bruns
Notary Public in and for Bell County, Texas.



(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF

Before me, the undersigned authority, on this day personally appeared

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 on this the

day of , A. D. 19

Notary Public in and for County, Texas.

FILED FOR RECORD THE 9 DAY OF MARCH 1977, AT *S. H. M.*

MRS RUBY McKEE, COUNTY CLERK

BELL COUNTY, TEXAS

BY DEPUTY

1439-688

The State of Texas,
County of Bell

Know All Men by These Presents:

That DONALD NELLIS and wife LENNER NELLIS

of the County of Bell State of Texas for and in consideration
of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration

XXXXXXXXXX

to us in hand paid by GLENN F. NELLIS, a single man

XXXXXXXXXX

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said
GLENN F. NELLIS

of the County of Bell State of Texas all that certain
lot, tract, or parcel of land described in Exhibit A, attached hereto and made a
part hereof for all purposes.

This conveyance is upon the covenant and condition that there be no wrecking yard,
house trailers or dog kennels, or no raising of hogs or dogs on the property
described in Exhibit A, attached hereto.

This deed is executed in lieu of and in correction of a deed dated May 18, 1977,
from Grantors to Grantee in which prior deed by error or mistake the above re-
striction was not incorporated in the deed.

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 GLENN F. NELLIS, his

heirs and assigns forever and we do hereby bind our
heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises
unto the said GLENN F. NELLIS, his

heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any
part thereof.

WITNESS our hands = at Killeen, Texas
this 4th day of January 19 78.

Witnesses at Request of Grantor:

Donald Nellis
Donald Nellis
Lenner Nellis
Lenner Nellis

1503/505

1503/506

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF Bell

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Donald Nellis and wife, Lenner Nellis known to me to be the person s whose name s are 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 the 14th day of January A. D. 19 78



Valery J. Russell
Notary Public in and for Bell County, Texas

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF "

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared known to me to be the person whose name 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 the day of A. D. 19

(L. S.)

Notary Public in and for

County, Texas

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared known to me to be the person whose name 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,

FILED FOR RECORD THE 5 DAY OF JANUARY 1978, AT 330.7 M.

MRS RUBY MCKEE, COUNTY CLERK
BELL COUNTY

BY A. Lacey DEPUTY

1564
419

30—WARRANTY

IN VENDOR'S LIEN

STANDARD FORM

The State of Texas,

County of Bell

Know All Men by These Presents:

That, we, Donald E. Nellis and wife, Lenner Nellis

of the County of Bell

State of Texas

for and in consideration

of the ~~SHORE~~ following

to us paid, and secured to be paid, by Rondoll M. Stone and wife, Catherine A. Stone
as follows:

The execution and delivery of one certain promissory note of even date herewith in the original principal sum of \$ 40,700.00 executed by Grantee(s) herein, payable to the order of Lumbermen's Investment Corporation in monthly installments of \$ 342.29 each, as more fully set forth in and secured by Deed of Trust of even date herewith, executed by Grantee(s) herein to T. B. Sullivan, Jr., Trustee, which Deed of Trust is to be forthwith filed for record in the Records of Bell County, Texas, and to which instrument and its record reference is here made for all purposes;

(It is specially understood and agreed that at the special instance and request of Grantee(s) herein Lumbermen's Investment Corporation has advanced and paid to Grantor(s) herein the sum of \$ 40,700.00 representing ~~the purchase price~~ the purchase price for the premises herein conveyed, and by reason of said advancement said Lumbermen's Investment Corporation is hereby subrogated to the vendor's lien and superior title herein retained as fully to all intents and purposes as though it were the Grantor herein.)

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said Rondoll M. Stone and wife, Catherine A. Stone

of the County of Bell

State of Texas

all that certain

lot, tract or parcel of land, lying and being situated in the County of Bell State of Texas, more fully described as follows, to-wit:

A tract of land out of the Robert Cunningham Survey, Abstract No. 199, in Bell County, Texas, and being out and part of that certain 71.395 acres described in a deed to Donald Nellis and of record in Vol. 1128, Page 612, of the Deed Records of Bell County, Texas, and being more particularly described as follows:

BEGINNING at an iron pin in the north margin of a road easement (width 50 ft.) and being N. 19 deg. W 651.16 ft. and N. 71 deg. 01' 31" E 301 ft. from the southwest corner of said 71.395 acre tract and being the southeast corner of a 0.44 acre tract and the southwest corner of this;

THENCE N 19 deg W 183.72 ft. to the northeast corner of said 0.44 acre tract, an iron pin for the northwest corner of this;

THENCE N 71 deg 01' 31" E 100 ft. to an iron pin for the northeast corner of this;

THENCE S 19 deg. E. 183.72 ft. to an iron pin in the north margin of said road easement (width 50 ft.) for the southeast corner of this;

THENCE S 71 deg 01' 31" W 100 ft. along the north margin of said road easement to the place of beginning, containing 0.422 acre.

TOGETHER with a non-exclusive easement for ingress and egress being described by notes and bounds as follows:

BEGINNING AT an iron pin in the east margin of a county road and being N 19° W 601.16 ft. from the southwest corner of said 71.395 acre tract and being the southwest corner of this;
 THENCE N 19° W 50 ft. along the east margin of a county road to an iron pin for the most westerly northwest corner of this;
 THENCE N 71° 01' 31" E 601 ft. to an iron pin for an old corner of this;
 THENCE N 19° W 183.72 ft. to an iron pin in the south margin of a road easement (width 25 ft.) for the most northerly northwest corner of this;
 THENCE N 71° 01' 31" E 50 ft. to an iron pin for the northeast corner of this;
 THENCE S 19° E 233.72 ft. to an iron pin for the southeast corner of this;
 THENCE S 71° 01' 31" W 651 ft. to the place of beginning, containing 0.96 acre.

It is understood and agreed that the above described trace of land will not be used for mobil homes, a wrecking yard, dog kennels or hog raising.

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

Rondoll M. Stone and wife, Catherine A. Stone, their

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 Rondoll M. Stone and wife, Catherine A. Stone, their

heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

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 at:

this 28th day of August,

1978.

Donald E. Nellis
Donald E. Nellis

Witness at request of Grantor:

Lenner Nellis
Lenner Nellis

THE STATE OF TEXAS,
COUNTY OF Bell

SINGLE ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Donald E. Nellis and wife, Lenner Nellis known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,
this the 1st day of September, A. D. 19 78.



William D. Nelson
Notary Public in and for Bell County, Texas

THE STATE OF TEXAS,
COUNTY OF

SINGLE ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared known to me to be the person whose name 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 the day of A. D. 19

(L. S.)

Notary Public in and for County, Texas

THE STATE OF TEXAS,
COUNTY OF

CORPORATION ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,
this the day of A. D. 19

(L. S.)

FILED FOR RECORD THE 11 DAY OF OCTOBER 1978, AT 104 M

MRS. RUBY MCKEE, COUNTY CLERK
BELL COUNTY

BY *J. Morgan* DEPUTY

DEED 1616

884

123--WARRANTY DEED

TEXAS STANDARD FORM

The State of Texas,

County of BELL

} Known All Men by These Presents:

That DONALD NELLIS and wife, LENNER NELLIS

of the County of Bell State of Texas for and in consideration
of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable
consideration

to us in hand paid by RONDOLL M. STONE and wife, CATHERINE A. STONE

receipt of which is hereby acknowledged and confessed;

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said
RONDOLL M. STONE and wife, CATHERINE A. STONE

of the County of Bell State of Texas all that certain
lot, tract or parcel of land situated in the County of Bell, State of Texas being
0.422 acres out of the Robert Cunningham Survey, Abstract No. 199 in Bell
County, Texas, being more particularly described on field notes of Frank G.
Martin, Jr., Registered Professional Engineer, dated April 28, 1977, copy of
which is attached hereto, marked Exhibit A and made a part hereof for all
purposes.

This conveyance is upon the covenants and condition that there will be only one
masonry house, at least 1300 square feet, with a 25 foot set back line constructed
on the property hereby conveyed and that there will be no wrecking yard, house
trailers or dog kennels, or no raising of hogs or dogs on the property described
on Exhibit A attached hereto.

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

RONDOLL M. STONE and wife, CATHERINE A. STONE, their 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 RONDOLL M. STONE and wife, CATHERINE A. STONE, their

heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS our hands at Killeen, Texas
this 16th day of January, 1979.

Witness at request of Grantor:

Donald Nellis
Donald Nellis
Lenner Nellis
Lenner Nellis

THE STATE OF TEXAS,
COUNTY OF BELL

SINGLE ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Donald Nellis and wife, Lenner Nellis known to me to be the person s whose name s are subscribed to the foregoing instrument, and acknowledged to me that t he y executed the same for the purposes and consideration therein expressed.

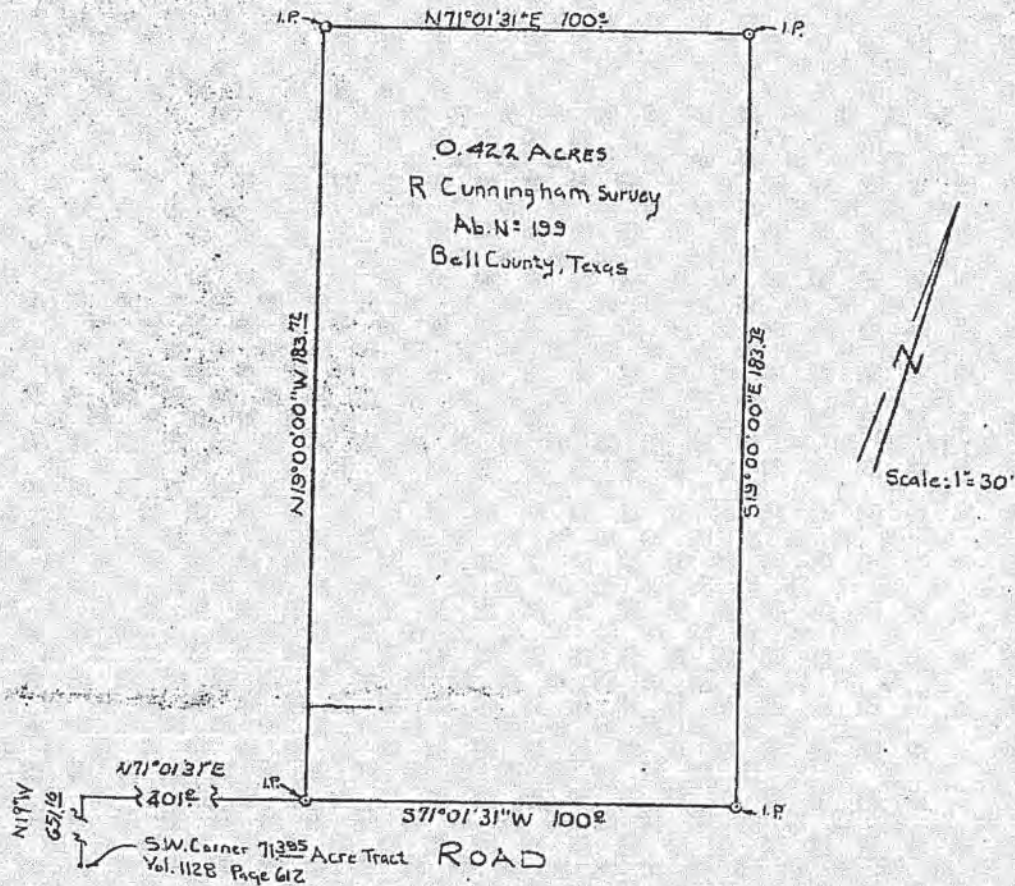
GIVEN UNDER MY HAND AND SEAL OF OFFICE,
this the 16th day of January A. D. 19 79

(L.S.)

Antoinette C. Shearman
Notary Public in and for Bell County, Texas

DEED 1616

886



FIELDNOTES of a tract of land out of the Robert Cunningham Survey, Abstract No. 199, in Bell County, Texas, and being out of and a part of that certain 71.395 acres described in a deed to Donald Nellis and of record in Vol. 1128 Page 612 of the Deed Records of Bell County, Texas, and being more particularly described as follows:

BEGINNING at an iron pin in the north margin of a road easement (width 50 ft.) and being N 19° W 651.16 ft. and N 71° 01' 21" E 401 ft. from the southwest corner of said 71.395 acre tract and being the southeast corner of a 0.422 acre tract and being the southwest corner of this;

THENCE N 19° W 183.72 ft. to an iron pin for the northwest corner of this;

THENCE N 71° 01' 31" E 100 ft. to an iron pin for the northeast corner of this;

THENCE S 19° E 183.72 ft. to an iron pin in the north margin of said road easement (width 50 ft.) for the southeast corner of this;

THENCE S 71° 01' 31" W 100 ft. along the north margin of said road easement to the place of beginning, containing 0.422 Acres.

STATE OF TEXAS)

) KNOW ALL MEN BY THESE PRESENTS,

COUNTY OF BELL)

That I, Frank G. Martin Jr., a Licensed Professional Engineer in the State of Texas, and the County Surveyor of Bell County, do hereby certify that I did cause to be surveyed on the ground the tract of land described above and that the description is true and correct to the best of my knowledge and belief.

April 28, 1977

Frank G. Martin Jr.
Frank G. Martin Jr.
Registered Professional Engineer
Serial No. 16045
County Surveyor of Bell County

DEED 1616

FILED FOR RECORD THIS 19 DAY OF JULY 1979, AT 10:30 A M
MRS. RUBY MCKEE, COUNTY CLERK OF BELL COUNTY by F. Miller DEPUTY

DEED 1616

125—WARRANTY DEED

888

TEXAS STANDARD FORM

1616
888

The State of Texas,

County of BELL

} Know All Men by These Presents:

That DONALD NELLIS and wife, LENNER NELLIS

of the County of Bell State of Texas for and in consideration
of the sum of TEN AND NO/100 (\$10.00) DOLLARS, and other good and valuable
consideration

to us in hand paid by RONDOLL M. STONE and wife, CATHERINE A. STONE

receipt of which is hereby acknowledged and confessed;

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said
RONDOLL M. STONE and wife, CATHERINE A. STONE

of the County of Bell State of Texas all that certain
lot, tract or parcel of land situated in the County of Bell, State of Texas, being
0.422 acres out of the Robert Cunningham Survey, Abstract No. 199 in Bell
County, Texas, being more particularly described on field notes of Frank G.
Martin, Jr., Registered Professional Engineer, dated April 28, 1977, a copy of
which is attached hereto, marked Exhibit A and made a part hereof for all
purposes.

This conveyance is upon the covenants and condition that there will be only one
masonry house, at least 1300 square feet, with a 25 foot set back line, constructed
on the property hereby conveyed, and that there will be no wrecking yard, house
trailers or dog kennels, or no raising of hogs or dogs on the property described on
Exhibit A attached hereto.

DEED 1616

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

RONDOLL M. STONE and wife, CATHERINE A. STONE, their 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 RONDOLL M. STONE and wife, CATHERINE A. STONE, their

heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS our hands at Killeen, Texas
this 16th day of January, 1979.

Witness at request of Grantor:

Donald Nellis
Donald Nellis
Lenner Nellis
Lenner Nellis

SINGLE ACKNOWLEDGMENT

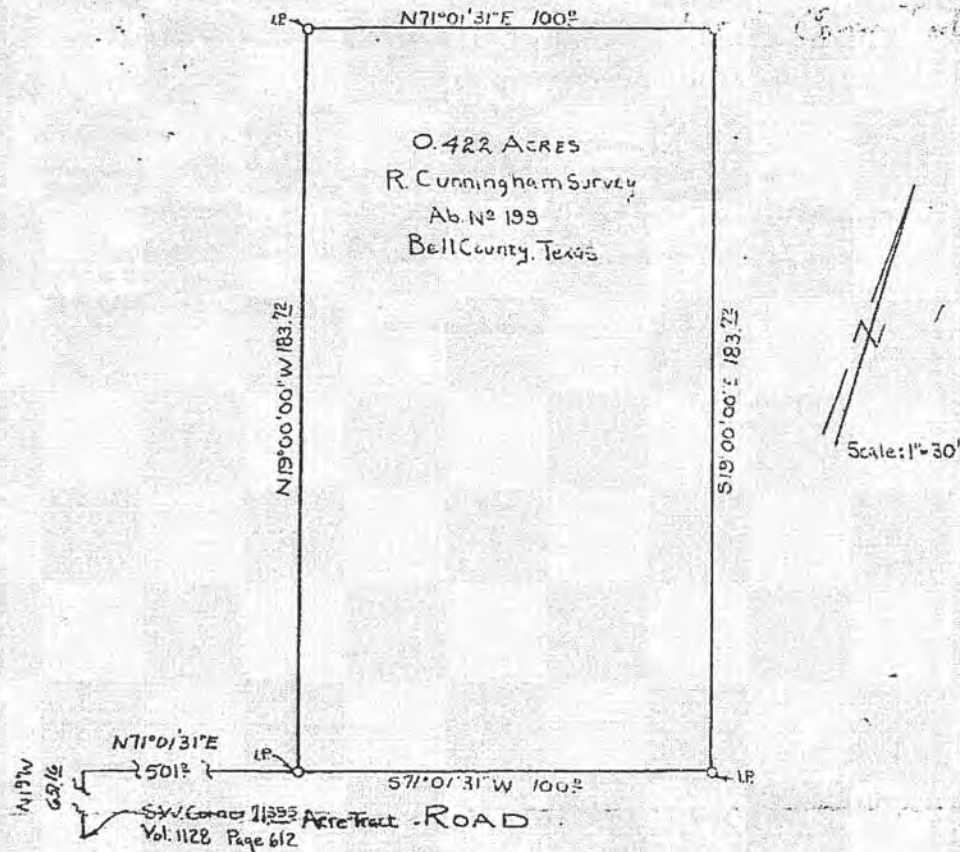
THE STATE OF TEXAS,
COUNTY OF BELL

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
Donald Nellis and wife, Lenner Nellis
known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,
this the 16th day of January A. D. 1979

Antoinette C. Sheanow
Notary Public in and for Bell County, Texas

890



FIELD NOTES of a tract of land out of the Robert Cunningham Survey, Abstract No. 199, in Bell County, Texas, and being out of and a part of that certain 71.395 acres described in a deed to Donald Nellis and of record in Vol. 1128 Page 612 of the Deed Records of Bell County, Texas, and being more particularly described as follows:

BEGINNING at an iron pin in the north margin of a road easement (width 50 ft. and being N 19° W 651.16 ft. and N 71° 01' 31" E 501 ft. from the southwest corner of said 71.395 acre tract and being the southeast corner of a 0.422 acre tract and being the southwest corner of this;

THENCE N 19° W 183.72 ft. to the northeast corner of a 0.422 acre tract an iron pin for the northwest corner of this;

THENCE N 71° 01' 31" E 100 ft. to an iron pin for the northeast corner of this;

THENCE S 19° E 183.72 ft. to an iron pin in the north margin of said road easement (width 50 ft.) for the southeast corner of this;

THENCE S 71° 01' 31" W 100 ft. along the north margin of said road easement to the place of beginning, containing 0.422 Acres.
STATE OF TEXAS

DEED 1616

I KNOW ALL MEN BY THESE PRESENTS,
COUNTY OF BELL)

That I, Frank G. Martin Jr., a Registered Professional Engineer in the State of Texas, and the County Surveyor of Bell County, do hereby certify that I did cause to be surveyed on the ground the tract of land described above and that the description is true and correct to the best of my knowledge and belief.
April 28, 1977

Frank G. Martin Jr.
Frank G. Martin Jr.
Registered Professional Engineer
Serial No. 16045
County Surveyor of Bell County

FILED FOR RECORD THIS 19 DAY OF JULY 1979, AT 10:30 A M
MRS. RUBY MCKEE, COUNTY CLERK OF BELL COUNTY BY Forrester DEPUTY

891

The State of Texas,
County of BELL

Know All Men by These Presents:

That DONALD E. NELLIS and wife, LENNER H. NELLIS
of the County of Bell State of Texas for and in consideration
of the sum of TEN AND NO/100.....(\$10.00).....DOLLARS and other
good and valuable consideration
to US in hand paid by L. DEAN NELLIS
receipt of which is hereby acknowledged and confessed;

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said
L. DEAN NELLIS

of the County of Bell State of Texas all that certain
lot, tract or parcel of land lying and being in Bell County, Texas, and parts of the
Robert Cunningham Survey, Abstract No. 199 in Bell County, Texas and being out of and a
part of that certain 71.395 acres described in a deed to Donald Nellis and of record in
Vol. 1128, page 612 of the Deed Records of Bell County, Texas, and being more particularly
described as Tract #4 on the attached Exhibit "A", which is incorporated herein for all
pertinent purposes.

It is agreed and understood that no wrecking yard or mobile homes may be placed on
the above tract of land. The sale of alcoholic beverages is prohibited. The raising of
hogs and boarding of dogs is prohibited.

The right of first refusal to purchase the above premises is given and granted to
DONALD E. NELLIS and/or wife, LENNER H. NELLIS, their heirs, executors and assigns.

Principal residential buildings must be constructed of at least 75% masonry (no con-
crete block) with no less than 1200 sq. feet on the ground floor living area, or no less
than 900 sq. feet on the ground floor living area if a two story structure.

Commercial buildings must be constructed of 100% masonry or approved sheet metal.

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

L. DEAN NELLIS as his separate property and 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 L. DEAN NELLIS, his

heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any
part thereof.

WITNESS hand at Killeen, Texas
this 31st day of Dec 1981

Witnesses at Request of Grantor:

Janice J. Shepherd *Donald E. Nellis*
Lenner H. Nellis

THE STATE OF TEXAS,
COUNTY OF

SINGLE ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
DONALD E. NELLIS
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 the 31st day of Dec. A. D. 19 81

Donna S. Shogland Comm. exp. 3/31/85
Notary Public in and for Bell County, Texas

THE STATE OF TEXAS,
COUNTY OF

SINGLE ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
LENNER H. NELLIS
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 the 31st day of Dec. A. D. 19 81

Donna S. Shogland Comm. exp. 3/31/85
Notary Public in and for Bell County, Texas

THE STATE OF TEXAS,
COUNTY OF

SINGLE ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
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 the 31st day of Dec. A. D. 19 81

Tract No. 4 - Exhibit "A"

FIELD NOTES of a tract of land out of the Robert Cunningham Survey, Abstract No. 199, in Bell County, Texas, and being out of and a part of that certain 71.395 acres described in a deed to Donald Nellis and of record in Vol. 1128 Page 612 of the Deed Records of Bell County, Texas, and being more particularly described as follows:

BEGINNING at an iron pin in the east margin of Trimmer Road and being N 19° W 328.08 ft. from the southwest corner of said 71.295 acres and being the southwest corner of this;

THENCE N 19° W 89.36 ft. along the east margin of Trimmer Road to an iron pin for the northwest corner of this;

THENCE N 71° 01' 31" E 224 ft. to an iron pin for the northeast corner of this;

THENCE S 19° E 89.36 ft. to an iron pin for the southeast corner of this;

THENCE S 71° 01' 31" W 224 ft. to the place of beginning, containing 0.459 acre.

STATE OF TEXAS)

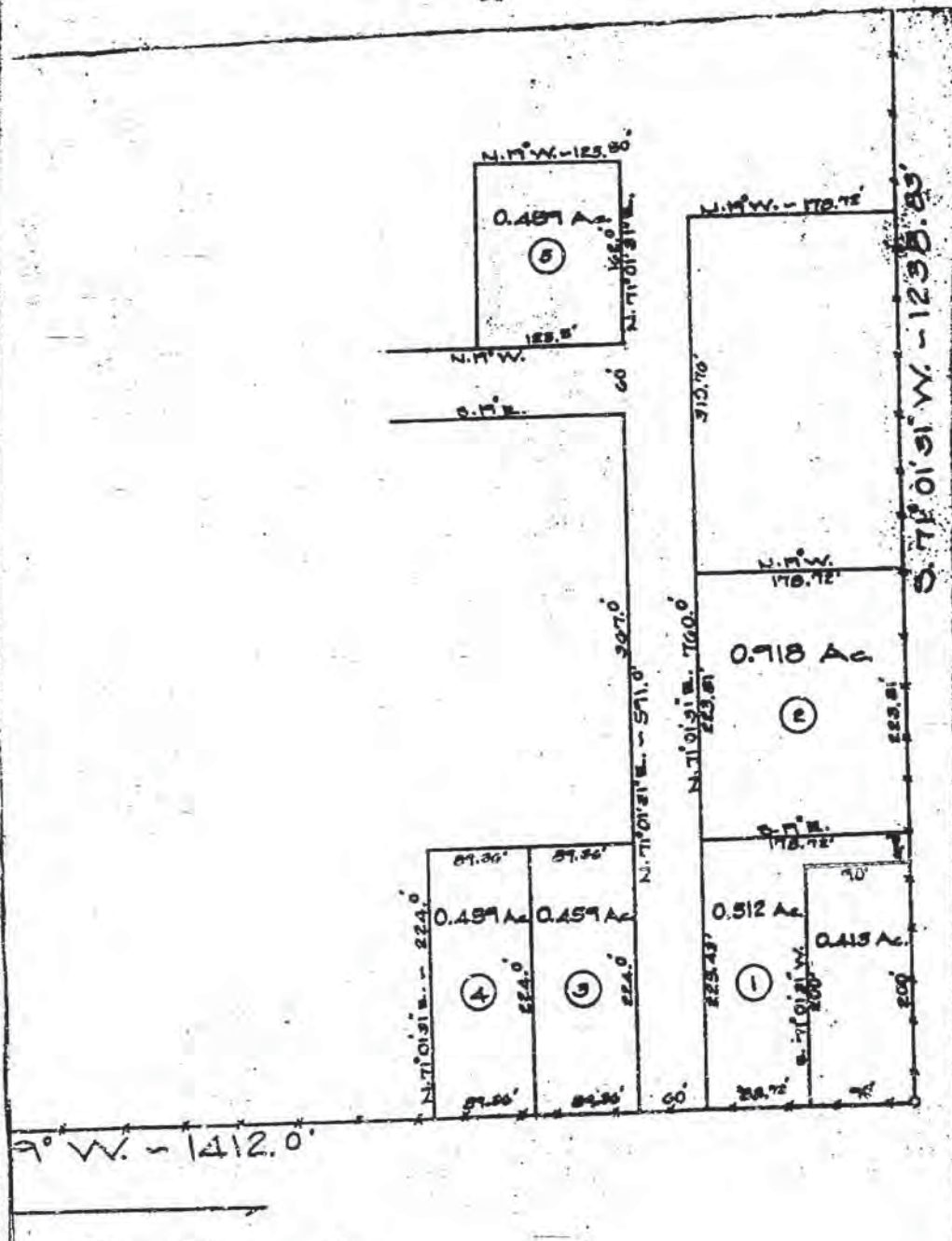
) KNOW ALL MEN BY THESE PRESENTS,

COUNTY OF BELL)

That I, Frank G. Martin Jr., a Registered Public Surveyor in the State of Texas, do hereby certify that I did cause to be surveyed on the ground the tract of land described above and the description is true and correct.

December 28, 1981

Frank G. Martin Jr.
 Frank G. Martin Jr.
 Registered Public Surveyor
 Serial No. 2856



FILED FOR RECORD THIS 31 DAY OF DECEMBER 1981, AT 3:55 P.M.
 MRS. RUBY MCKEE, COUNTY CLERK, OF BELL COUNTY BY [Signature] DEPUTY

100-WARRANTY DEED

TEXAS STANDARD FORM

The State of Texas,**Know All Men by These Presents:**

County of BELL

That DONALD E. NELLIS and wife, LENNER H. NELLIS

of the County of BELL State of Texas for and in consideration
 of the sum of TEN AND NO/100.....(\$10.00).....DOLLARS and nther
 good and valuable consideration ~~XXXXXXXXXX~~

to US in hand paid by LINDA A. NELLIS, a feme sole,
 receipt of which is hereby acknowledged and confessed; ~~XXXXXXXXXX~~

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said

LINDA A. NELLIS

of the County of Oklahoma State of Oklahoma all that certain

lot, tract or parcel of land lying and being in Bell County, Texas, and parts of the
 Robert Cunningham Survey, Abstract No. 199 in Bell County, Texas and being out of and a
 part of that certain 71.395 acres described in a deed to Donald Nellis and of record in
 Vol. 1128, page 612 of the Deed Records of Bell County, Texas, and being more particularly
 described as Tract #2 on the attached Exhibit "A", which is incorporated herein for all
 pertinent purposes.

It is agreed and understood that no wrecking yard or mobile homes may be placed on
 the above tract of land. The sale of alcoholic beverages is prohibited. The raising of
 hogs and boarding of dogs is prohibited.

The right of first refusal to purchase the above premises is given and granted to
 DONALD E. NELLIS and/or wife, LENNER H. NELLIS, their heirs, executors and assigns.

Principal residential buildings must be constructed of at least 75% masonry (no concrete
 block) with no less than 1200 sq. feet on the ground floor living area, or no less than
 900 sq. feet on the ground floor living area if a two story structure.

Commercial buildings must be constructed of 100% masonry or approved sheet metal.

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

LINDA A. NELLIS as her separate property and her

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

LINDA A. NELLIS, her

heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any
 part thereof.

WITNESS hand at Killeen, Texas
 this 31st day of December 1981

Witnesses at Request of Grantor:

James J. Chapland *Donald E. Nellis*
Lenner H. Nellis

Tract No. 2 - Exhibit "A"

FIELD NOTES of a tract of land out of the Robert Cunningham Survey, Abstract No. 199, in Bell County, Texas, and being out of and a part of that certain 71.395 acres described in a deed to Donald Nellis and of record in Vol. 1128 Page 612 of the Deed Records of Bell County, Texas, and being more particularly described as follows:

BEGINNING at an iron pin in the south line of said 71.395 acres and being N 71° 01' 31" E 225.43 ft. from the southwest corner of said 71.395 acres and being the southwest corner of this;

THENCE N 71° 01' 31" E 223.81 ft. along the south line of said 71.395 acres as fenced to an iron pin for the southeast corner of this;

THENCE N 19° W 178.72 ft. to an iron pin in the south margin of a road (width 60 ft.) for the northeast corner of this;

THENCE S 71° 01' 31" W 223.81 ft. along the south margin of said road to an iron pin for the northwest corner of this;

THENCE S 19° E 178.72 ft. to the place of beginning, containing 0.918 acre.

STATE OF TEXAS)

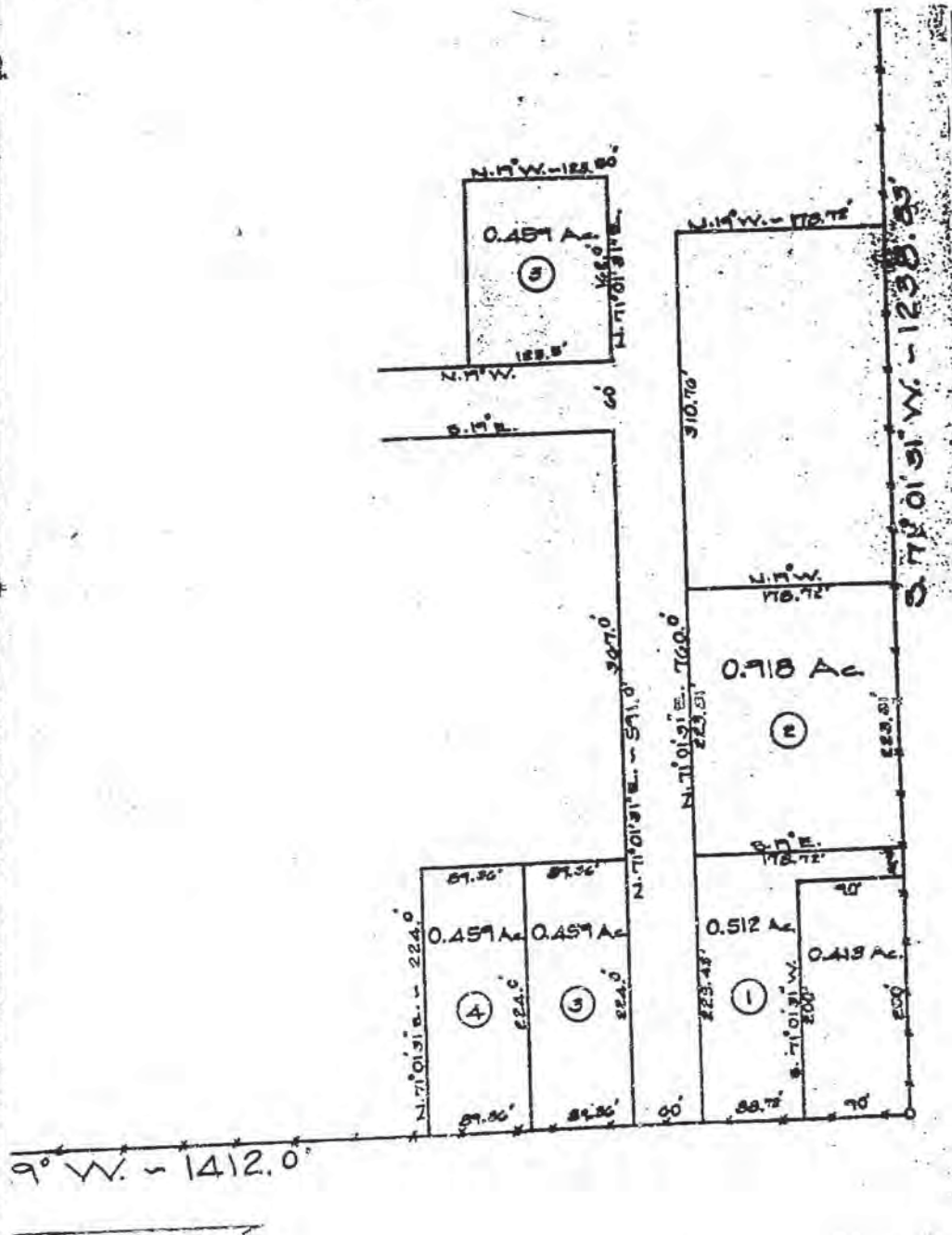
) KNOW ALL MEN BY THESE PRESENTS,

COUNTY OF BELL)

That I, Frank G. Martin Jr., a Registered Public Surveyor in the State of Texas, do hereby certify that I did cause to be surveyed on the ground the tract of land described above and the description is true and correct.

December 28, 1981

Frank G. Martin Jr.
 Frank G. Martin Jr.
 Registered Public Surveyor
 Serial No. 2856



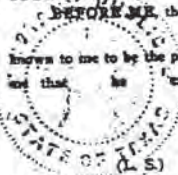
SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,

COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
DONALD E. NELLIS
 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 the 31st day of Dec. A. D. 1981



Donald E. Nellis Com. Exp. 3/31/85
 Notary Public in and for Bell County, Texas

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,

COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
LENNER H. NELLIS
 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 the 31st day of Dec. A. D. 1981



Lenner H. Nellis Com. Exp. 3/31/85
 Notary Public in and for Bell County, Texas

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,

COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
 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 the 31st day of Dec. A. D. 1981

FILED FOR RECORD THIS 31 DAY OF DECEMBER 1981, AT 3:55 PM
 MRS. RUBY MCKEE, COUNTY CLERK, OF BELL COUNTY BY J. Blair DEPUTY

128—WARRANTY DEED

TEXAS STANDARD FORM

The State of Texas,County of **BELL****Know All Men by These Presents:**That **DONALD E. NELLIS and wife, LENNER H. NELLIS**of the County of **Bell**State of **Texas**of the sum of **TEN AND NO/100.....(\$10.00).....** for and in consideration
good and valuable consideration **DOLLARS and other**to **US** in hand paid by **LeROY W. NELLIS**
receipt of which is hereby acknowledged and confessed,~~XXXXXXXXXX~~~~XXXXXXXXXX~~

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said

LeROY W. NELLISof the County of **Travis**

State of

Texas

all that certain

lot, tract or parcel of land lying and being in Bell County, Texas, and parts of the Robert Cunningham Survey, Abstract No. 199 in Bell County, Texas and being out of and a part of that certain 71.395 acres described in a deed to Donald Nellis and of record in Vol. 1128, page 612 of the Deed Records of Bell County, Texas, and being more particularly described as Tract #3 on the attached Exhibit "A", which is incorporated herein for all pertinent purposes.

It is agreed and understood that no wrecking yard or mobile homes may be placed on the above tract of land. The sale of alcoholic beverages is prohibited. The raising of hogs and boarding of dogs is prohibited.

The right of first refusal to purchase the above premises is given and granted to DONALD E. NELLIS and/or wife, LENNER H. NELLIS, their heirs, executors and assigns.

Principal residential buildings must be constructed of at least 75% masonry (no concrete block) with no less than 1200 sq. feet on the ground floor living area, or no less than 900 sq. feet on the ground floor living area if a two story structure.

Commercial buildings must be constructed of 100% masonry or approved sheet metal.

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

LeROY W. NELLIS as his separate property and 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

LeROY W. NELLIS, his

heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS hand at *Killeen, Texas*
this *31st* day of *Nov.* 19 *81*

Witnesses at Request of Grantor:

Jennie J. Hayland *Donald E. Nellis*
Lenner H. Nellis

41

42

Tract No. 3 - Exhibit "A"

FIELD NOTES of a tract of land out of the Robert Cunningham Survey, Abstract No. 199, in Bell County, Texas, and being out of and a part of that certain 71.395 acres described in a deed to Donald Nellis and of record in Vol. 1128 Page 612 of the Deed Records of Bell County, Texas, and being more particularly described as follows:

BEGINNING at an iron pin in the east margin of Trimmer Road and being N 19° W 238.72 ft. from the southwest corner of said 71.395 acres and being the southwest corner of this;

THENCE N 19° W 89.36 ft. along the east margin of said road to an iron pin for the northwest corner of this;

THENCE N 71° 01' 31" E 224 ft. to an iron pin for the northeast corner of this;

THENCE S 19° E 89.36 ft. to an iron pin in the north margin of a road (width 60 ft.) for the southeast corner of this;

THENCE S 71° 01' 31" W 224 ft. along the north margin of said road to the place of beginning, containing 0.459 acre.

STATE OF TEXAS)

) KNOW ALL MEN BY THESE PRESENTS,

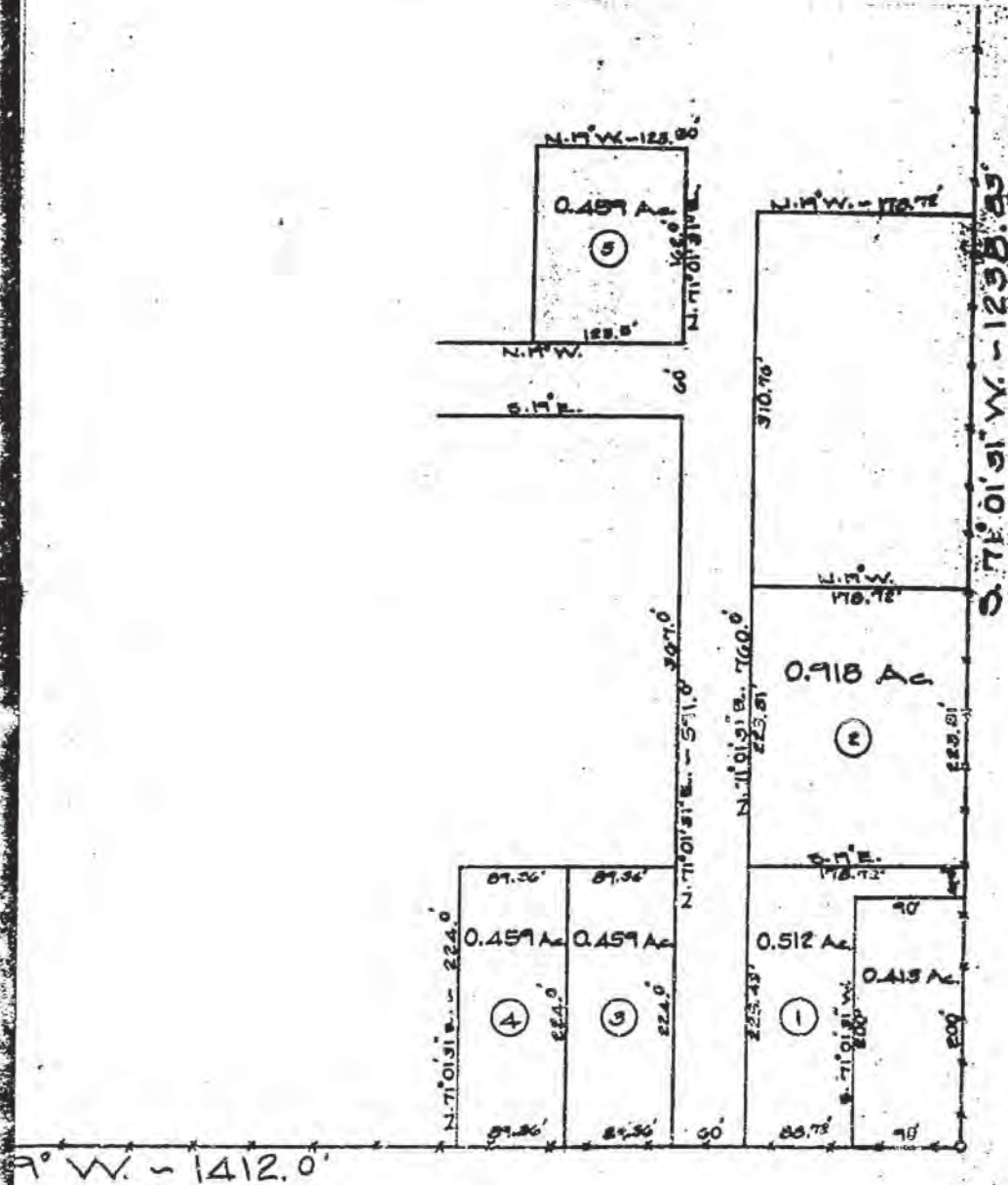
COUNTY OF BELL)

That I, Frank G. Martin Jr., a Registered Public Surveyor in the State of Texas, do hereby certify that I did cause to be surveyed on the ground the tract of land described above and the description is true and correct.

December 28, 1981

Frank G. Martin Jr.
Frank G. Martin Jr.
Registered Public Surveyor
Serial No. 2856

DEED 1767



SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
DONALD E. NELLIS
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 the 31st day of Dec. A. D. 1981

David S. Shupland
Notary Public in and for

Com. exp. 3/31/85
Bell County, Texas

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
LENNER H. NELLIS
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 the 31st day of Dec. A. D. 1981

David S. Shupland
Notary Public in and for

Com. exp. 3/31/85
Bell County, Texas

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
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 the day of A. D. 19

(L.S.)

Notary Public in and for

County, Texas

FILED FOR RECORD THIS 31 DAY OF DECEMBER 1981, AT 3:55 P.M.
MRS. RUDY MCKEE, COUNTY CLERK, OF BELL COUNTY BY *S. Blum* DEPUTY

189-WARRANTY DEED

TEXAS STANDARD FORM

The State of Texas,

County of BELL

Know All Men by These Presents:

That DONALD E. NELLIS and wife, LENNER H. NELLIS

of the County of Bell

State of Texas

for and in consideration

of the sum of TEN AND NO/100.....(\$10.00).....DOLLARS and other
good and valuable considerationto us in hand paid by DAVID D. NELLIS, a single man,
receipt of which is hereby acknowledged and confessed;

BROOKINGS

MCKINNON

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said

DAVID D. NELLIS

of the County of Travis

State of Texas

all that certain

lot, tract or parcel of land lying and being in Bell County, Texas, and parts of the Robert
Cunningham Survey, Abstract No. 199 in Bell County, Texas and being out of and a part of that
certain 71.395 acres described in a deed to Donald Nellis and of record in Vol. 1128, page
612 of the Deed Records of Bell County, Texas, and being more particularly described as
Tract #1 on the attached Exhibit "A", which is incorporated herein for all pertinent purpo-
ses.It is agreed and understood that no wrecking yard or mobile homes may be placed on
the above tract of land. The sale of alcoholic beverages is prohibited. The raising of
hogs and boarding or raising of dogs is prohibited.The right of first refusal to purchase the above premises is given and granted to
DONALD E. NELLIS and/or wife, LENNER H. NELLIS, their heirs, executors and assigns.Principal residential buildings must be constructed of at least 75% masonry (no
concrete block) with no less than 1200 sq. feet on the ground floor living area, or no
less than 900 sq. feet on the ground floor living area if a two story structure.

Commercial buildings must be constructed of 100% masonry or approved sheet metal.

TO HAVE AND TO HOLD the above described premises, together with all and singular the
rights and appurtenances thereto in anywise belonging unto the saidDAVID D. NELLIS as his separate property and 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 DAVID D. NELLIS, hisheirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any
part thereof.WITNESS hand at *Fort Worth, Texas*
this *31st* day of *December* 19 *81*

Witnesses at Request of Grantor:

*James J. Shepley**Donald E. Nellis*
Lenner H. Nellis

Tract No.1 - Exhibit "A"

FIELD NOTES of a tract of land out of the Robert Cunningham Survey, Abstract No. 199, in Bell County, Texas, and being out of and a part of that certain 71.395 acres described in a deed to Donald Wellis and of record in Vol. 1128 Page 612 of the Deed Records of Bell County, Texas, and being more particularly described as follows:

BEGINNING at an iron pin in the east margin of Trimmier Road and being N 19° W 90 ft. from the southwest corner of said 71.395 acres and being the southwest corner of this;

THENCE N 71° 01' 31" E 200 ft. along the north line of a 0.413 acre tract to its northeast corner an iron pin for an ell corner of this;

THENCE S 19° E 90 ft. along the west line of said tract to its south east corner an iron pin for the most southerly southwest corner of this;

THENCE N 71° 01' 31" E 25.43 ft. along the south line of said 71.395 acres to an iron pin for the southeast corner of this;

THENCE W 19° W 178.72 ft. to an iron pin in the south margin of a road (width 60 ft.) for the northeast corner of this;

THENCE S 71° 01' 31" W 225.43 ft. along the south margin of said road to an iron pin in the east margin of Trimmier Road for the northwest corner of this;

THENCE S 19° E 88.72 ft. along the south line of said road to the place of beginning, containing 0.512 acres.

STATE OF TEXAS)

) KNOW ALL MEN BY THESE PRESENTS,

COUNTY OF BELL)

That I, Frank G. Martin Jr., a Registered Public Surveyor in the State of Texas, do hereby certify that I did cause to be surveyed on the ground the tract of land described above and the description is true and correct.

December 28, 1981

Frank G. Martin Jr.
Frank G. Martin Jr.
Registered Public Surveyor
Serial No. 2856


DEED 1767



SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

 DONALD E. NELLIS
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 the 31st day of Dec. A. D. 1981

Clara S. Shapland Comm. exp. 3/31/81
Notary Public in and for Bell County, Texas

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

 LENNER H. NELLIS
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 the 31st day of Dec. A. D. 1981

Clara S. Shapland Comm. exp. 3/31/81
Notary Public in and for Bell County, Texas

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

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,

FILED FOR RECORD THIS 31 DAY OF DECEMBER 1981, AT 3:55 P.M.
MRS. RUDY MCKEE, COUNTY CLERK, OF BELL COUNTY BY *S. Blank* DEPUTY

DR 2205

SPECIAL
WARRANTY DEED

THE STATE OF TEXAS
COUNTY OF BELL

§
§ KNOW ALL MEN BY THESE PRESENTS:
§

That we, DONALD EARL NELLIS and wife, LENNER NELLIS, of the County of Bell and State of Texas for and in consideration of the love and affection which we have and bear unto and toward our son, GLENN FRANK NELLIS, have GIVEN, GRANTED AND CONVEYED and by these presents do hereby GIVE, GRANT AND CONVEY unto our son, GLENN FRANK NELLIS, subject to the reservation hereinafter made, of the County of Bell, State of Texas, all that certain real estate lying and being situated in Bell County, Texas, together with a non-exclusive access and passage easement, to-wit:

A tract of land out of the Robert Cunningham Survey, Abstract No. 199, in Bell County, Texas, and also being out of and a part of that certain 71.395 acres described in a deed to Donald E. Nellis et ux, recorded in Vol. 1128, Page 612, of the Deed Records of Bell County, Texas, and now being more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes.

This conveyance is made and accepted subject to the following matters, to the extent same are in effect at this time: Any and all restrictions, covenants, conditions, and easements, if any, relating to the hereinabove described property, but only to the extent they are still in effect, shown of record in the hereinabove mentioned county and state, and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent they are still in effect, relating to the hereinabove described property.

Except, however, that DONALD EARL NELLIS hereby reserves, and it is expressly agreed that he should have, for himself and his assigns, the full possession, benefit and use of the above described premises, as well as the rents, revenues and profits thereof, for and during his natural life.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto and anywise belonging, unto the said grantee, 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 grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under us, but not otherwise.

The following uses shall not be made of the hereinabove described property for a period of twenty-five (25) years from the date of this deed: No dog kennels, wrecking yards, junk yards or mobile home parks shall be allowed.

EXECUTED this 26th day of August, A.D. 1986.

Donald Earl Nellis
DONALD EARL NELLIS

Lenner Nellis
LENNER NELLIS

(Grantee's Address)

GLENN FRANK NELLIS
813 Gilmer
Killeen, Texas 76541

STATE OF TEXAS §
COUNTY OF BELL §

This instrument was acknowledged before me on the 26th day of August, 1986, by DONALD EARL NELLIS and wife, LENNER NELLIS.

Ernie M. Davis
Notary Public, State of Texas
Notary's name (printed): ERNIE M. DAVIS
Notary's commission expires: 1-16-89

685

FRANK G. MARTIN, JR. ENGINEERS

THOMAS T. MARTIN
2110 West Adams
TEMPLE, TEXAS 76701

FIELD NOTES of a tract of land out of the Robert Cunningham Survey, Abstract No. 159, in Bell County, Texas, and also being out of and a part of that certain 71.395 acres described in a deed to Donald E. Bellis et ux, recorded in Vol. 1,22 Page 612 of the Deed Records of Bell County, Texas, and now being more particularly described as follows:

BEGINNING at an iron pin set in the north line of said 71.395 acres, and being N 70° 30' 47" E 342.63 ft. from the northwest corner of said tract and being the north-east corner of this;

THENCE N 70° 30' 47" E 282.64 ft. along the north line of said 71.395 acres, to an iron pin set for the northeast corner of this;

THENCE S 19° 34' 52" E 162.92 ft. to an iron pin set for the southeast corner of this;

THENCE S 70° 51' 35" W 282.49 ft. to an iron pin set for the southwest corner of this;

THENCE N 19° 38' 14" W 161.21 ft. to the place of beginning, containing 1.05 acre, WITH an ACCESS or PASSAGE EASEMENT described as follows:

BEGINNING at an iron pin set in the west line of said 71.395 acres, and in the east margin of a county road, and being S 9° 25' 42" W 92.06 ft. and S 6° 08' 30" W 81.13 ft. from the northwest corner of said 71.395 acres, and being the northwest corner of this;

THENCE N 70° 50' 58" E 422.56 ft. to an iron pin set in the west line of the 1.05 acre tract described above, and being the most northerly northeast corner of this;

THENCE S 19° 38' 14" E 5 ft. to the southwest corner of said 1.05 acre tract, an iron pin for an ell corner of this;

THENCE along the south line of said 1.05 acre tract, N 70° 51' 35" E 20 ft. to an iron pin set for the most easterly northeast corner of this;

THENCE S 19° 09' 02" E 15 ft. to an iron pin set for the southeast corner of this;

THENCE S 70° 50' 58" W 452.15 ft. to an iron pin set in the west line of said 71.395 acres, and in the east margin of a county road for the southwest corner of this;

THENCE N 6° 08' 30" E 22.12 ft. along the east margin of said road to the place of beginning, containing 0.29 acre.

STATE OF TEXAS)

COUNTY OF BELL)

I KNOW ALL MEN BY THESE PRESENTS,
That I, Frank G. Martin Jr., a Registered Public Surveyor in the State of Texas, do hereby certify that I did cause to be surveyed on the ground the tract of land described above and the description is true and correct.

August 19, 1986

Frank G. Martin Jr.
Frank G. Martin Jr.
Registered Public Surveyor
Serial No. 2856

EXHIBIT "A"

FILED FOR RECORD THIS 26 DAY OF Aug 1986
MRS RUBY McKEE COUNTY CLERK BELL COUNTY TEXAS
BY DEPUTY

The State of Texas,

County of BELL

Know All Men by These Presents:

That DONALD E. NELLIS and wife, LENNER H. NELLIS

of the County of Bell State of Texas for and in consideration

of the sum of TEN AND NO/100.....(\$10.00).....DOLLARS and other
good and valuable consideration

XXXXXXXX

to US in hand paid by L. DEAN NELLIS

receipt of which is hereby acknowledged and confessed;

XXXXXXXX

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said
L. DEAN NELLIS

of the County of Bell State of Texas all that certain

lot, tract or parcel of land lying and being in Bell County, Texas, and parts of the Robert Cunningham Survey, Abstract No. 199 in Bell County, Texas and being out of and a part of that certain 71.395 acres described in a deed to Donald Nellis and of record in Vol. 1128, page 612 of the Deed Records of Bell County, Texas, and being more particularly described as Tract #4 on the attached Exhibit "A", which is incorporated herein for all pertinent purposes.

It is agreed and understood that no wrecking yard or mobile homes may be placed on the above tract of land. The sale of alcoholic beverages is prohibited. The raising of hogs and boarding of dogs is prohibited.

The right of first refusal to purchase the above premises is given and granted to DONALD E. NELLIS and/or wife, LENNER H. NELLIS, their heirs, executors and assigns.

Principal residential buildings must be constructed of at least 75% masonry (no concrete block) with no less than 1200 sq. feet on the ground floor living area, or no less than 900 sq. feet on the ground floor living area if a two story structure.

Commercial buildings must be constructed of 100% masonry or approved sheet metal.

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

L. DEAN NELLIS as his separate property and 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 L. DEAN NELLIS, his

heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS hand at Killam, Texas
this 31st day of Dec. 1981

Witnesses at Request of Grantor:

James J. Shapland

Donald E. Nellis
Lenner H. Nellis

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SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
DONALD E. NELLIS
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 the 31st day of Nov. A. D. 19 81

(L. S.)

Notary by Shagland Comm. exp. 3/31/85
Notary Public in and for Bell County, Texas

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
LENNER H. NELLIS
known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,
this the 31st day of Nov. A. D. 19 81

(L. S.)

Notary by Shagland Comm. exp. 3/31/85
Notary Public in and for Bell County, Texas

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
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 the _____ day of _____ A. D. 19 _____

(L. S.)

Notary Public in and for _____ County, Texas

VOL. 4515 PAGE

764 THE STATE OF TEXAS,
COUNTY OF

I HEREBY CERTIFY that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office on the _____ day of _____, A. D. 19 _____ at _____ o'clock _____ M., and was duly recorded by me on the _____ day of _____, A. D. 19 _____ in Vol. _____, page _____, of the Records of said County.

WITNESS MY HAND and the Seal of the County Court of said County, at my office in the day and year last above written.

(L. S.)

County Clerk _____ County, Texas

By _____, Deputy,

126	FROM	Warrant by Beed	035705	TO	VADA SUTTON	CLERK BELL CNTY	DEPT	FILED FOR RECORD	A.D. 19	This _____ day of _____	at _____ o'clock _____ M.	County Clerk	Deputy	By _____	A. D. 19 _____	County Records	In Book _____ on Page _____	County Clerk	Deputy	By _____	Recording Fee \$ _____	This instrument should be filed immediately with the County Clerk for Record.	Jerry Satterwhite Notary Public 301 North 4th Street Killeen, Texas 76541	The Bell County Courthouse, Dallas Killeen, Texas 76543	Pd 8.00 Cash

THE STATE OF TEXAS

County of Bell

KNOW ALL MEN BY THESE PRESENTS:

That O. V. Bishop
Berna Bishop

Bell County, Texas, for and in consideration of the advantages which will accrue to me (us) by the construction of the electric transmission and/or distribution line hereinafter described, have granted, sold and conveyed and by these presents do grant, sell and convey unto Texas Power & Light Company an easement and right-of-way for an electric transmission and/or distribution line, consisting of variable numbers of wires, and all necessary or desirable appurtenances (including poles made of wood, metal or other materials, telephone and telegraph wires, props and guys), at or near the location and along the general course now located and staked out by the said Company, over, across and upon the following described lands located in Bell County, Texas, to-wit:

Being a description of the Texas Power & Light Company's Killeen Rural Distribution Project No. 2575, an extension southeast of Killeen to serve Brown and others, as now surveyed and located across the property of O. V. Bishop in the R. Cunningham Survey, Abstract No. 199, Bell County, Texas.

Beginning at a point in the southeast line of a county road, said point being 2 feet, more or less northeast of a point where said road line turns in a southeasterly direction.

Thence southeasterly following along the northeast line of a county road 2028 feet, more or less, to a distribution pole and its attached guy at Survey Station 87 plus 30, said guy to extend in the same southeasterly direction for an additional distance of 28 feet, more or less, to a guy anchorage.

Thence northeasterly from said distribution pole 458 feet, more or less, to Survey Station 92 plus 58, same being a point in a property line running in a northeasterly and southwesterly direction, dividing the property of O. V. Bishop and J. M. Brown, said point being 543 feet, more or less, northeast of a point where said property line intersects the northeast line of a county road.

Not more than four poles, no stube, and two guy anchorages will shall be erected along the course of said line.

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, hanging new wires on, maintaining and removing said lines and appurtenances; the right to re-locate the lines in the same relative position to the adjacent road if and as widened in the future; and the right to remove from said land all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency of said lines or their appurtenances.

TO HAVE AND TO HOLD the above described easement and rights unto the said Company, its successors and assigns, until said line shall be abandoned. And I (we) do hereby bind myself (ourselves), my (our) heirs and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto the said Company, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS OUR hand this 14 day of March 19 47.

Signed and Delivered in the Presence of:

O. V. Bishop
Berna Bishop

CERTIFICATE OF ACKNOWLEDGMENT FOR INDIVIDUALS

THE STATE OF TEXAS

County of BellO. V. Bishop

BEFORE ME, the undersigned authority, on this day personally appeared

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 14 day of March, A. D. 19 47.

(SEAL)

Chas. H. BlackNotary Public Bell County, Texas.

CERTIFICATE OF ACKNOWLEDGMENT FOR MARRIED WOMAN

THE STATE OF TEXAS

County of BellBerna Bishop

BEFORE ME, the undersigned authority, on this day personally appeared

O. V. Bishop

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Berna Bishop, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purpose and consideration therein expressed and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14 day of March, A. D. 19 47.

(SEAL)

Chas. H. BlackNotary Public Bell County, Texas.

CERTIFICATE OF ACKNOWLEDGMENT FOR CORPORATIONS, ASSOCIATIONS, CHURCHES, SCHOOL DISTRICTS, ETC.

THE STATE OF TEXAS

County of Bell

BEFORE ME, the undersigned authority, on this day personally appeared

of the County and State aforesaid, known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of and as thereof, and for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14 day of March, A. D. 19 47.

Notary Public Bell County, Texas.

Filed for record this 8 day of April, A. D. 19 47, at 3 o'clock P. M.

Sam Moore

Clerk County Court.

By R. McKee, Deputy.

568
274

THE STATE OF TEXAS } NO. 1 PROJECT NO. 2443
KILLEEN RURAL
County of Bell }

KNOW ALL MEN BY THESE PRESENTS:

That O.V. Bishop and Emma Bishop of Bell County, Texas, for and in consideration of the advantages which will accrue to me (us) by the construction of the electric transmission and/or distribution line hereinafter described, have granted, sold and conveyed and by these presents do grant, sell and convey unto Texas Power & Light Company an easement and right-of-way for an electric transmission and/or distribution line, consisting of variable numbers of wires, and all necessary or desirable appurtenances (including poles made of wood, metal or other materials, telephone and telegraph wires, props and guys), at or near the location and along the general course now located and staked out by the said Company, over, across and upon the following described lands located in Bell County, Texas, to-wit:

Being a description of the Texas Power & Light Company's Killeen Rural Distribution (Project No. 2443), an extension southeast of Killeen to serve Fergus and others, as now surveyed and located on the property of O.V. Bishop and wife in the R. Cunningham Survey, Abstract No. 199, Bell County, Texas.

Beginning at a present Texas Power & Light Company's distribution pole and its present guy as now located on this property at survey station 78 plus 00 equals 0 plus 00.

Thence southeasterly 158 feet, more or less, to survey station 1 plus 38, same being a point in a property line running in a northeasterly and southwesterly direction dividing the property of O.V. Bishop and wife and J.M. Brown; said point being 1 foot, more or less, northeast of a point where said property line intersects the northeast line of a county road.

Aerial right of way
Not more than 0 poles, 0 stubs, and 0 guy anchorages shall be erected along the course of said line.

Together with the right of ingress and egress over my (our) adjacent lands to or from said right-of-way for the purpose of constructing, reconstructing, inspecting, maintaining, hanging, new wires on, maintaining and removing said lines and appurtenances; the right to re-locate the lines in the same relative position to the adjacent road if said as evidenced in the future; and the right to remove from said land all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency of said lines or their appurtenances.

TO HAVE AND TO HOLD the above described easement and rights unto the said Company, its successors and assigns, until said line shall be abandoned.

And I (we) do hereby bind myself (ourselves), my (our) heirs and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto the said Company, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS OUR hand this 14 day of June 1947.
Signed and Delivered in the Presence of: O.V. Bishop
Emma Bishop

CERTIFICATE OF ACKNOWLEDGMENT FOR INDIVIDUALS

THE STATE OF TEXAS }
County of Bell }
O.V. Bishop

BEFORE ME, the undersigned authority, on this day personally appeared

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 14 day of June A. D. 1947

(SEAL) Chas. H. Black
Notary Public Bell County, Texas.

CERTIFICATE OF ACKNOWLEDGMENT FOR MARRIED WOMAN

THE STATE OF TEXAS }
County of Bell }
Emma Bishop

BEFORE ME, the undersigned authority, on this day personally appeared

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Emma Bishop, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purpose and consideration therein expressed and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 14 day of June A. D. 1947

(SEAL) Chas. H. Black
Notary Public Bell County, Texas.

CERTIFICATE OF ACKNOWLEDGMENT FOR CORPORATIONS, ASSOCIATIONS, CHURCHES, SCHOOL DISTRICTS, ETC.

THE STATE OF TEXAS }
County of Bell }

BEFORE ME, the undersigned authority, on this day personally appeared

of the County and State aforesaid, known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument and acknowledged to me that he executed the same as the act and deed of

and as thereof, and for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this day of A. D. 19

Notary Public County, Texas.

Filed for record this 28 day of July A. D. 1947, at 8 o'clock A. M.
Sam Moore Clerk County Court. By Deputy.

1183
887

KILLEEN DISTRICT
WA 3026 PROJ. 418
BELL C-4 11.2 24.1

THE STATE OF TEXAS)
COUNTY OF BELL)

KNOW ALL MEN BY THESE PRESENTS:

That D. E. Nellis

of Bell County, Texas, hereinafter called "Grantor," whether one or more, in consideration of the advantages which will accrue to Grantor from the construction of the electric distribution line and telephone line hereinafter described, hereby grants to TEXAS POWER & LIGHT COMPANY, of Dallas, Texas, and the _____, an easement and right of way for an electric distribution line, and all necessary or desirable appurtenances, and for a telephone line and appurtenances, upon over and across Grantor's land in the Robert Cunningham Survey,

Abstract No. 199 . Bell County, Texas.

The center line of said distribution line and telephone line shall be located across said land as follows:

Beginning at a point in GRANTOR'S West property line located 602 feet North of the Southwest property corner. Said property line also being the East right-of-way line of E. Trimmer a County Road.

THENCE in an Easterly direction for a distance of 587 feet to a pole and its attached down guy. Said down guy to extend in a Southerly direction for a distance of 30 feet to a guy anchorage.

THENCE in a Northerly direction for a distance of 289 feet to a pole and its attached down guy. Said down guy to extend in the same Northerly direction for an additional distance of 30 feet to a guy anchorage.

THIS EASEMENT ALSO GIVES PERMISSION TO INSTALL ALL NECESSARY POLES, GUYS, AND/OR AERIAL LINE TO SERVE FUTURE DEVELOPMENT ON THIS PROPERTY AT THE REQUEST OF THE OWNER.

This description is based on a preliminary survey, and it is understood that Grantees may relocate said lines in the same general direction before or at any time after construction.

Grantees shall have the right to erect 5 poles, 0 stubs, and 4 guy anchorages along the course of said line, together with the right of ingress and egress for the purpose of construction, improving, inspecting, maintaining, operating and removing said lines and appurtenances; the right to relocate said lines in the same relative position to any adjacent road if and when said road is widened in the future, and the right at all times to cut away and keep clear of said lines and appurtenances all trees and other obstructions which, in the sole judgment of Grantees, may endanger or interfere with the proper maintenance and operation of said lines.

TO HAVE AND TO HOLD the above described easement and right unto the said Grantees, their successors and assigns, until all of said lines shall be abandoned.

EXECUTED this 29th day of March, A.D. 19 72.

Witnessed by:

D. E. Nellis

887

VOL. 1183

CERTIFICATE OF ACKNOWLEDGMENT FOR INDIVIDUALS

THE STATE OF TEXAS

County of Bell

BEFORE ME, the undersigned authority, on this day personally appeared D. E. Nellis

known to me to be the person(s) whose name(s) is (are) 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 29th day of March, A. D. 1972

A. F. ROSSON

Notary Public Bell County, Texas

CERTIFICATE OF ACKNOWLEDGMENT FOR MARRIED WOMAN

THE STATE OF TEXAS

County of _____

BEFORE ME, the undersigned authority, on this day personally appeared

wife of _____, known to me

to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____, acknowledged such instrument to be her act and deed, and 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 _____ day of _____, A. D. 19____

Notary Public _____ County, Texas.

CERTIFICATE OF ACKNOWLEDGMENT FOR CORPORATIONS, ASSOCIATIONS, CHURCHES, SCHOOL DISTRICTS, ETC.

THE STATE OF TEXAS

County of _____

BEFORE ME, the undersigned authority, on this day personally appeared

(Title)

of _____, known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that _____ executed the same as the act and deed of _____

and as _____ thereof, and for the purposes and consideration therein expressed.

(Title)

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A. D. 19____

Notary Public _____ County, Texas.

FILED FOR RECORD THIS THE 12 DAY OF JULY, 1972 AT 8 A M.

MRS. RUBY MCKEE, COUNTY CLERK
BELL COUNTY, TEXAS

BY _____ DEPUTY

1231
171

THE STATE OF TEXAS
COUNTY OF BELL

KNOW ALL MEN BY THESE PRESENTS:

That Donald E. Nellis and Lerner Nellis hereinafter called Grantors, in consideration of One and no/100 (\$1.00) Dollar and other good and valuable consideration paid by WEST BELL COUNTY WATER SUPPLY CORPORATION, hereinafter called the Grantee, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell, transfer, and convey to said Grantee, its successors, and assigns, a perpetual easement with the right to erect, construct, install, and lay and thereafter use, operate, inspect, repair, maintain, replace and remove a water pipe line over and across the following land owned by Grantor in Bell County, State of Texas: Being 0.35 acres, more or less out of the Robert Cunningham Survey, and being more fully described in deed from

STANLEY J. JENKINS to Donald E. Nellis of record in Vol. 112 Page 44, Deed Records of Bell County, Texas, together with the right of ingress and egress over Grantors' adjacent lands for the purposes for which the above mentioned rights are granted. The easement hereby granted shall not exceed 20 feet in width, and the Grantee is hereby authorized to designate the course of the easement herein conveyed except that when the pipe line is installed, the easement herein granted shall be limited to a strip of land 20 feet in width with the center line thereof being the pipe line as installed.

The consideration recited herein shall constitute payment in full for all damages sustained by Grantors by reason of the installation of the structures referred to herein and the Grantee will maintain such easement in a state of good repair and efficiency so that no unreasonable damages will result from its use to Grantors' premises. This Agreement together with other provisions of this grant shall constitute a covenant running with the land for the benefit of the Grantee, its successors, and assigns. The Grantors covenant that they are the owners of the above-described lands and that said lands are free and clear of all encumbrances and liens except the following:

IN WITNESS WHEREOF the said Grantors have executed this instrument this 15th day of September, 1971.

Donald E. Nellis

Lerner Nellis

THE STATE OF TEXAS
COUNTY OF BELL

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

Donald E. Nellis and Lerner Nellis known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 15 day of May, 1971.

Jack L. Cook
NOTARY PUBLIC IN AND FOR
BELL COUNTY, TEXAS



EASEMENT

Donald E. Nellis to WEST BELL COUNTY WATER SUPPLY CORP.

John T. Cox
1973
Notary Public, State of Texas

John T. Cox
314 W. Downs
Temple, Texas

Box 727
Belton, Tex

TH
CC
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th

THE STATE OF TEXAS

COUNTY OF BELL

WHEREAS, heretofore to-wit, on the 8th day of April, 1966, R. D. Brazier

executed and delivered a certain Deed of Trust conveying to Charles William Brown, Trustee, the real estate hereinafter described, to secure Temple National Bank, Temple, Texas, in the payment of a debt in said Deed of Trust described, said Deed of Trust being recorded in Vol. 931 Page 177 of the Deed of Trust Records of Bell County, Texas; and

WHEREAS, Charles William Brown, the Trustee in said Deed of Trust named has resigned;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That in consideration of the premises, Windsor Investment Corporation the legal owner and holder of the above described indebtedness, does hereby name, constitute and appoint Leannell Porter, Bell County, Texas, as substitute Trustee under said Deed of Trust, under the provisions of said Deed of Trust and as provided therein, and further does hereby request the said Leannell Porter, Substitute Trustee, to sell such property to satisfy said indebtedness; said property being described as follows:

The South 2/3 of Lot 4, and the North 1/3 of Lot 5, Block 44, Roach's Addition to the City of Temple, Bell County, Texas.

Executed this 1 day of June, 1973.

ATTEST:

R. C. VAUGHAN SECRETARY

WINDSOR INVESTMENT CORPORATION

BY W. E. VAUGHAN PRESIDENT

THE STATE OF TEXAS
COUNTY OF BELL

BEFORE ME, the undersigned authority, on this day personally appeared W. E. Vaughan, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein stated as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 1 day of JUNE, 1973.



NOTARY PUBLIC IN AND FOR
BELL COUNTY, TEXAS

FILED FOR RECORD THIS 6 DAY OF JUNE, 1973, AT 8 A.M.

MRS. RUBY MCKEE, COUNTY CLERK
BELL COUNTY, TEXAS

BY: _____ DEPUTY

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VOL 1231

The State of Texas,

County of BELL

Know All Men by These Presents:

That We, Donald E. Nellis, and wife, Lenner Nellis

of the County of Bell

State of Texas

for and in consideration

of the sum of

TEN and No/100----- DOLLARS

to US in hand paid by

Edwin D. Billet

as follows:

TEN and No/100 Dollars, cash in hand paid, the receipt of which is hereby acknowledged,

have Granted, ~~and~~ and Conveyed, and by these presents do Grant, ~~and~~ and Convey, unto the said

Edwin D. Billet, his heirs and assigns

of the County of Bell

State of Texas

~~XXXXXX~~

the NON EXCLUSIVE, free and uninterrupted use, liberty, privilege and easement of passing in and along a certain way, hereinafter described, with free ingress, regress, and egress, in common with GRANTORS, our heirs, successors, and assigns. Said easement being described as follows: Situated in Bell County, Texas, and being out of and a part of that certain 71.395 acre tract described in deed of record in Vol. 1128, Page 612, Deed Records of Bell County, Texas, and being more particularly described as follows:

BEGINNING at an iron pin in the east margin of county road, N. 19 deg. W. 601.16 ft. from the southwest corner of said 71.395 acre tract; THENCE, N. 19 deg. W. 50 ft. along the east margin of said county road; THENCE, N. 71 deg. 01' 31" E. 601 Ft. to an iron pin for an ell corner of this; THENCE, N. 19 Deg. W. 183.72 Ft. to an iron pin in the south margin of a road easement (width 25 ft.) for the most northerly northwest corner of this; Thence, N. 71 Deg. 01' 31" E. 50 ft. to an iron pin for the north east corner of this; THENCE, S. 19 deg. E. 233.72 ft. to an iron pin for the southeast corner of this; THENCE, S 71 Deg. 01' 31" W., 651 ft. to the place of beginning.

DEED 1875

EASEMENT

TO HAVE AND TO HOLD the above described ~~PROPERTY~~, together with all and singular the rights
PRIVILEGES
and ~~APPURTENANCES~~ thereto in anywise belonging unto the said Grantee, his heirs and assigns,
to their proper use and behoof, in common with Grantors, and our heirs
and assigns, and our, and their tenants.

~~NOTICE OF EASEMENT~~

~~NOTICE OF EASEMENT~~

~~NOTICE OF EASEMENT~~

~~NOTICE OF EASEMENT~~

~~NOTICE OF EASEMENT~~

WITNESS our hands at Killeen, Texas

this 25 day of July, 1983.

Donald E. Nellis
Lenner Nellis

Witness at request of Grantor:

DEED 1875

602

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF BELL

BEFORE ME, the undersigned authority, on this day personally appeared Donald E. Nellis
and wife, Lenner Nellis

known to me to be the person S whose name S 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 the 25 day of July A.D. 19 83

(L.S.)
My Commission Expires July 3, 1985

Barbara Barker
Notary Public in and for the State of Texas

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF

BEFORE ME, the undersigned authority, on this day personally appeared

known to me to be the person whose name 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 the day of A.D. 19

(L.S.)

My Commission Expires:

Notary Public in and for the State of Texas

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF

BEFORE ME, the undersigned authority, on this day personally appeared

known to me to be the person and officer
whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said

FILED FOR RECORD THIS 26 DAY OF JULY, 1983 9 AT A M.
MRS RUBY MCKEE, COUNTY CLERK, BELL COUNTY, TEXAS BY [Signature] DEPUTY

100-WARRANTY DEED

TEXAS STANDARD FORM

The State of Texas,**Know All Men by These Presents:**

County of BELL

That DONALD E. NELLIS and wife, LENNER H. NELLIS

of the County of BELL State of Texas for and in consideration
 of the sum of TEN AND NO/100.....(\$10.00).....DOLLARS and nther
 good and valuable consideration ~~XXXXXXXXXX~~

to US in hand paid by LINDA A. NELLIS, a feme sole,
 receipt of which is hereby acknowledged and confessed; ~~XXXXXXXXXX~~

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said

LINDA A. NELLIS

of the County of Oklahoma State of Oklahoma all that certain

lot, tract or parcel of land lying and being in Bell County, Texas, and parts of the
 Robert Cunningham Survey, Abstract No. 199 in Bell County, Texas and being out of and a
 part of that certain 71.395 acres described in a deed to Donald Nellis and of record in
 Vol. 1128, page 612 of the Deed Records of Bell County, Texas, and being more particularly
 described as Tract #2 on the attached Exhibit "A", which is incorporated herein for all
 pertinent purposes.

It is agreed and understood that no wrecking yard or mobile homes may be placed on
 the above tract of land. The sale of alcoholic beverages is prohibited. The raising of
 hogs and boarding of dogs is prohibited.

The right of first refusal to purchase the above premises is given and granted to
 DONALD E. NELLIS and/or wife, LENNER H. NELLIS, their heirs, executors and assigns.

Principal residential buildings must be constructed of at least 75% masonry (no concrete
 block) with no less than 1200 sq. feet on the ground floor living area, or no less than
 900 sq. feet on the ground floor living area if a two story structure.

Commercial buildings must be constructed of 100% masonry or approved sheet metal.

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

LINDA A. NELLIS as her separate property and her

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

LINDA A. NELLIS, her

heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any
 part thereof.

WITNESS
 this 31st

hand at Killeen, Texas
 day of December 1981

Witnesses at Request of Grantor:

James J. Chapland *Donald E. Nellis*
Lenner H. Nellis

Tract No. 2 - Exhibit "A"

FIELD NOTES of a tract of land out of the Robert Cunningham Survey, Abstract No. 199, in Bell County, Texas, and being out of and a part of that certain 71.395 acres described in a deed to Donald Nellis and of record in Vol. 1128 Page 612 of the Deed Records of Bell County, Texas, and being more particularly described as follows:

BEGINNING at an iron pin in the south line of said 71.395 acres and being N 71° 01' 31" E 225.43 ft. from the southwest corner of said 71.395 acres and being the southwest corner of this;

THENCE N 71° 01' 31" E 223.81 ft. along the south line of said 71.395 acres as fenced to an iron pin for the southeast corner of this;

THENCE N 19° W 178.72 ft. to an iron pin in the south margin of a road (width 60 ft.) for the northeast corner of this;

THENCE S 71° 01' 31" W 223.81 ft. along the south margin of said road to an iron pin for the northwest corner of this;

THENCE S 19° E 178.72 ft. to the place of beginning, containing 0.918 acre.

STATE OF TEXAS)

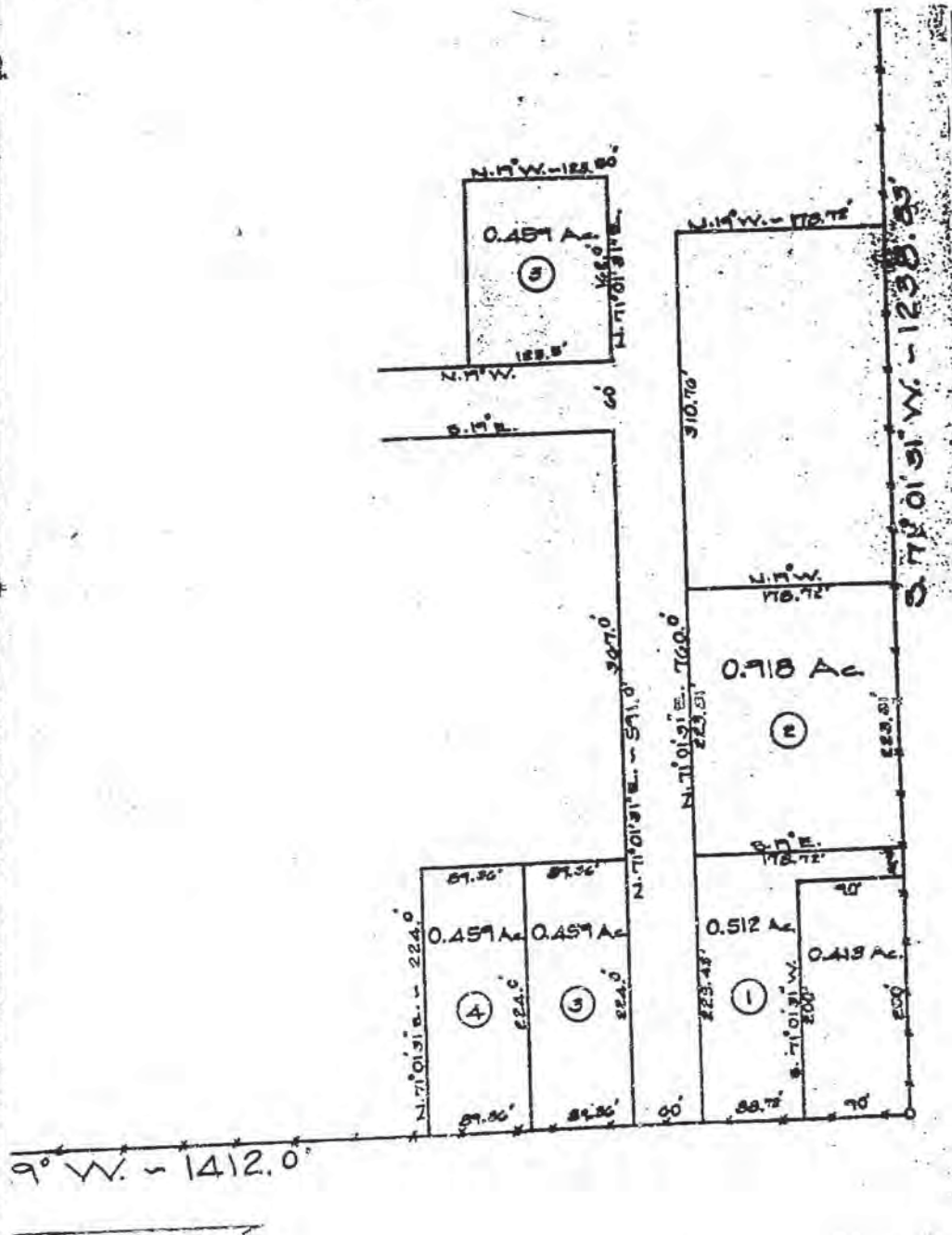
) KNOW ALL MEN BY THESE PRESENTS,

COUNTY OF BELL)

That I, Frank G. Martin Jr., a Registered Public Surveyor in the State of Texas, do hereby certify that I did cause to be surveyed on the ground the tract of land described above and the description is true and correct.

December 28, 1981

Frank G. Martin Jr.
Frank G. Martin Jr.
Registered Public Surveyor
Serial No. 2856



SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,

COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
DONALD E. NELLIS
 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 the 31st day of Dec. A. D. 1981

Notary Public in and for

Bell County, Texas

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,

COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
LENNER H. NELLIS
 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 the 31st day of Dec. A. D. 1981

Notary Public in and for

Bell County, Texas

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,

COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
 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 the 31st day of Dec. A. D. 1981

FILED FOR RECORD THIS 31 DAY OF DECEMBER 1981, AT 3:55 PM
 MRS. RUBY MCKEE, COUNTY CLERK, OF BELL COUNTY BY J. Blair DEPUTY

EASEMENT AND RIGHT OF WAY

District: Killeen
 WA/Proj.: 1003-4418
 Map Ref: 2816 C 520
 Easement No.: 1 of 1
 24100134

THE STATE OF TEXAS

COUNTY OF Bell

KNOW ALL MEN BY THESE PRESENTS:

That Donald E. Nellis et ux Lanner Nellis

of Bell County, Texas, hereafter called "Grantor", whether one or more, in consideration of the advantages which will accrue to Grantor from the construction of the electric supply line and communication lines hereinafter described, hereby grants to TEXAS POWER & LIGHT COMPANY, a division of TEXAS UTILITIES ELECTRIC COMPANY, a Texas Corporation, P.O. Box 660268, Dallas, Texas 75266-0268, and

the Central Telephone Company, hereinafter termed Grantees an easement and right-of-way for an electric supply line consisting of variable number of wires and circuits, and all necessary or desirable appurtenances, and for communication lines and appurtenances; over, across

and upon Grantor's land in the Robert Cunningham survey. Abstract No. 199,

Bell County, Texas more particularly described in deed from Josephine E. Janczak et. al to _____, dated 4-12 19 71, recorded in Volume 1128, Page 612, Deed Records said County,

Said right-of-way granted being 20 feet wide, being 10 feet on each side of the center line thereof, the courses and distances of said center line of said right-of-way being as follows, to wit:

BEGINNING at a point in a west property line. Said west property line having a bearing of N 6° 08' 30" E and a distance of 301.85 feet. Said point being described as 92 feet S 6° 08' 30" W from an iron pin. Said iron pin being described as a point of tangent in Grantor's west property line. Iron pin being further described as having a bearing and distance from Grantor's most northerly northwest property corner of S 9° 25' 42" W and 92.06 feet. Said property corner being further described as the intersection of Grantor's north property line with the east right-of-way of East Trimmer Road in Bell County, Texas.

THENCE N 70° 30' E for a distance of 569 feet to a Texas Power and Light Company distribution pole and attached down guy. Said down guy to extend N 70° 30' E for a distance of 30 feet to attached guy anchorage.

Grantee shall have the right to erect 3 poles, and 2 single or multiple guy anchorages along the course of said line, together with the right of ingress and egress for the purpose of constructing, improving, inspecting, maintaining, operating and removing said line and appurtenances; the right to relocate said line in the near relative position to any adjacent road if and when said road is widened in the future, and the right at all times to cut away and keep clear of said line and appurtenances all trees and other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the proper maintenance and operation of said line. Grantor shall not make changes in the grade, elevation, or contour of the land, or construct terraces, pools, lakes, ponds or other improvements on the land which will interfere with the exercise by Grantee of the rights herein granted, unless Grantor shall have obtained the prior written consent of Grantee.

TO HAVE AND TO HOLD the above described easement and rights unto the said Grantee, their successors and assigns, until all of said lines shall be abandoned.

EXECUTED this 11th day of JulyA.D. 19 86

Donald E. Nellis

Lanner Nellis

CERTIFICATE OF ACKNOWLEDGMENT FOR INDIVIDUALS

THE STATE OF TEXAS

County of Bell

BEFORE ME, the undersigned authority, on this day personally appeared Donald E. Nellis et ux
Lenner Nellis

known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument; and acknowledged to me that
they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 11th day of July, A. D. 19 86.

MY COMMISSION EXPIRES 10/24/89

James Gallegos
James Gallegos

NOTARY PUBLIC STATE OF TEXAS

FILED FOR RECORD THIS 12 DAY OF January 1987 By *8/2* M Deputy

FILED FOR RECORD THIS 12 DAY OF January 1987 By *8/2* M Deputy

DR 2260

WATER LINE EASEMENT

I, Lenner Nellis give permission to allow any repairs, maintenance, and a survey needed to be done on the water line adjacent to the fence line under my property that connects to the following properties:

4502 Cunningham Rd.
4504 Cunningham Rd.
4508 Cunningham Rd.

Signature: Lenner Nellis
Date: Oct 13, 2003

STATE OF TEXAS
COUNTY OF BELL

This instrument was acknowledged before me on October 13
2003, by Lenner Nellis.



Felix A. Galvez
Notary Public, State of Texas

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Exhibit A

HARMON AND ASSOCIATES
105 W. VETERANS MEMORIAL BLVD
KILLEEN, TEXAS 76541
(254)634-8877

LEGAL DESCRIPTION for a tract of land in Bell County, Texas, part of the Robert Cunningham Survey, Abstract No. 199, and being the same tract described as 0.422 acre in a Deed to Rondell M. Stone and wife, Catherine A. Stone recorded in Volume 1564, Page 419, Deed Records of Bell County, Texas.

BEGINNING at a 1/2" iron rod found in the north line of an existing 50.0 foot wide Ingress/Egress Easement recorded in Volume 1564, Page 419 being the southeast corner of the Lloyd Bellair tract recorded in Volume 3144, Page 499 and the southwest corner of the Stone tract (1564/419), for the southwest corner of this.

THENCE N. 19 deg. 00' 00" W., 184.01 feet (N. 09 deg. W., 183.72 feet - Base Bearing) to a 1/2" iron rod found being the northeast corner of the Bellair tract and the northwest corner of the Stone tract (1564/419), for the northwest corner of this.

THENCE N. 70 deg. 56' 47" E., 100.05 feet (N. 71 deg. 01' 31" E., 100 feet) to a 1/2" iron rod found being the northwest corner of the Catherine A. Stone tract recorded in Volume 1616, Page 884 and the northeast corner of the Stone tract (1564/419), for the northeast corner of this.

THENCE S. 19 deg. 03' 35" E., 183.76 feet (S. 19 deg. E., 183.72 feet) to a 1/2" iron rod found in the north line of the Ingress/Egress Easement being the southwest corner of the Stone tract (1616/884) and the southeast corner of the Stone tract (1564/419), for the southeast corner of this.

THENCE S. 70 deg. 48' 14" W., 100.25 feet (S. 71 deg. 01' 31" W., 100 feet) to the place of beginning containing 0.423 acre of land, according to my Survey and my Calculations.

TOGETHER WITH AN EXISTING INGRESS/EGRESS EASEMENT recorded in Volume 4564, Page 419, Deed Records of Bell County, Texas and shown on attached Survey Plat.

The bearings of this Legal Description are based on the west line of the tract described as 0.422 acre in a Deed to Rondell M. Stone and wife, Catherine A. Stone recorded in Volume 1564, Page 419, Deed Records of Bell County, Texas.

—See attached Plat—

STATE OF TEXAS * KNOW ALL MEN BY THESE PRESENTS, that I, BRUCE M. HARMON
COUNTY OF BELL * Registered Professional Land Surveyor, do hereby certify that I did cause
to be surveyed on the ground the above described tract. This document is
not valid without original signature and is valid for a period of 90 days after
the date shown below.

IN WITNESS THEREOF, my hand and seal, this the 24th day of September, 2003.



B. Harmon
Bruce M. Harmon
Registered Professional
Land Surveyor No. 4482
© Copyright

C21 Diamond Roubly
3400 Central Texas Expwy Ste 103
Killeen, TX 76543

047367

FILED FOR RECORD

03 OCT 14 AM 11 52

VADA SUTTON
CNTY CLERK BELL CNTY TX
BY *[Signature]* DEPUTY

VOL 5170 PAGE 706

1300
cash

COPY

NO. 31,429

CITY OF KILLEEN,
Plaintiff
V.
DONALD E. NELLIS AND
LENNIS NELLIS, AKA
LENNER H. NELLIS
Defendants
IN THE COUNTY COURT
AT LAW NO. 1
BELL COUNTY, TEXAS

AGREED JUDGMENT

BE IT REMEMBERED, that on the 17 day of Aug, 1992, came on to be heard the above-entitled and numbered cause and came the Plaintiff, THE CITY OF KILLEEN, a Texas Municipal Corporation, and announced ready for trial, and Defendants, DONALD E. NELLIS AND LENNIS NELLIS, AKA LENNER H. NELLIS, hereinafter referred to as LENNER H. NELLIS, appeared by and through their attorney of record, MICHAEL F. GIBBS.

I.

It was stipulated and agreed among the parties that the Plaintiff, THE CITY OF KILLEEN, has the right to recover and condemn the property described herein; that all prior steps and due processes of law were duly, legally, and timely performed; that the negotiations between Plaintiff and Defendants were unsuccessful, and an agreement could not be arrived at; that in the judgment of the governing body of Plaintiff, the acquisition of the property of the Defendants, is necessary for acquisition of a public right-of-way and Drainage Easement; that all legal prerequisites for the trial of this cause by this Court have been duly complied with; that the only issue remaining in this cause to be tried by this Court is the amount of compensation due to the Defendants as a result of the condemnation of the herein described property; and that this Court has jurisdiction of such issue and this cause of action.

II.

From the papers heretofore filed in this cause, the evidence introduced upon the trial of this cause, and the agreements and stipulations made by the parties upon the trial of this cause, the Court finds:

(1) That under and by its Petition in Condemnation filed with the Judge of this Court on the 1st day of June, 1992, Plaintiff sought and prayed for Judgment vesting in THE CITY OF KILLEEN fee

VOL. 2874 PAGE 12

simple title to and an easement over, through and across certain land belonging to the Defendants, said land being situated within the corporate limits of the City of Killeen, Bell County, Texas, and said land being more particularly described as follows:

Being 4.325 acres of land, more or less, same being out of and a part of a 71.395 acre tract of land in the Robert Cunningham Survey, Abstract No. 199 in Bell County, Texas, and more fully described on Exhibit "A", attached hereto and made a part hereof.

Being 0.060 acres of land, more or less, same being out of and a part of a 71.395 acre tract of land in the Robert Cunningham Survey, Abstract No. 199 in Bell County, Texas, and more fully described on Exhibit "C", attached hereto and made a part hereof.

(2) That pursuant to said Petition in Condemnation, said Judge appointed three (3) disinterested freeholders of Bell County, Texas, as Special Commissioners, who subsequently met, took their Oaths of Office, set a date of hearing before such Commissioners, and caused notice thereof to be duly served as prescribed by law, and that said Commissioners duly held said hearing.

(3) That upon said hearing all parties appeared, either in person or by their attorneys, and that after such hearing, said Special Commissioners made and rendered their decision and Award in writing, and filed said Award with the Judge of this Court on June 23, 1992.

(4) That by said written Award, the Special Commissioners awarded to the Defendants, DONALD E. NELLIS and LENNER H. NELLIS, the sum of SEVENTEEN THOUSAND FIVE HUNDRED SEVENTY-TWO AND NO/100 DOLLARS (\$17,572.50).

(5) That said Defendants have not duly and timely filed Objections and Exceptions to said Award of said Commissioners and the time period in which to file such Objections and Exceptions has expired.

(6) That Plaintiff has paid the sum of SEVENTEEN THOUSAND, FIVE HUNDRED SEVENTY-TWO AND NO.10/100 (\$17,572.00) to the Defendants DONALD E. NELLIS and LENNER H. NELLIS and the Defendants hereby acknowledge the receipt of said funds.

III.

AND WHEREAS all parties have agreed and reached a compromise agreement that the sum of \$17,572.00 is the amount of damages to which the Defendants are entitled by virtue of the condemnation of said land on the date said property was condemned. Upon due consideration, the Court finds and determines the following:

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(1) That all proceedings necessary to vest this Court with jurisdiction of the subject matter and the parties of this cause have been instituted, maintained and complied with as required by law, and that, therefore, this Court has jurisdiction of the parties hereto and of the subject matter set forth in this cause;

(2) That Defendants DONALD E. NELLIS and LENNER H. NELLIS are the owners in fee simple of the hereinabove-described land, and that THE CITY OF KILLEEN, as Condemnor, is condemning and acquiring, under and by virtue of these condemnation proceedings, the fee simple title in and to the property more fully described on Exhibit "A" attached hereto and made a part hereof for all pertinent purposes, and is acquiring an easement over, across and through the property described on Exhibit "C" attached hereto and made a part hereof for all pertinent purposes, and that THE CITY OF KILLEEN is authorized to condemn said property;

(3) That from the pleadings, evidence and agreement of the parties, Defendants DONALD E. NELLIS and LENNER H. NELLIS, should have and recover jointly of and from THE CITY OF KILLEEN, the sum and amount of \$17,572.00;

(4) That THE CITY OF KILLEEN in turn should have and recover from the Defendants as more specifically set forth in Plaintiff's Petition in Condemnation, fee simple title to the property described on Exhibit "A" attached hereto and made a part hereof for all pertinent purposes;

(5) That THE CITY OF KILLEEN should have and recover from the Defendants an Easement for the purposes and containing the same rights and privileges as are afforded the Grantees set forth on the form of Easement attached hereto as Exhibit "B" and made a part hereof for all pertinent purposes, over, across and through the property more fully described on Exhibit "C", attached hereto and made a part hereof for all pertinent purposes; and

(6) That all costs of Court incurred herein should be taxed against THE CITY OF KILLEEN, which costs shall be paid only to the Clerk of Bell County, Texas.

IV.

It is therefore, ORDERED, ADJUDGED, AND DECREED that Plaintiff, THE CITY OF KILLEEN, do have and recover from the Defendants DONALD E. NELLIS and LENNER H. NELLIS, fee simple title in and to the hereinabove described property more particularly described in Exhibit "A", and that Plaintiff, THE CITY OF KILLEEN, do have and recover from the Defendants, DONALD E. NELLIS and LENNER H. NELLIS, an easement for the purposes and containing the same rights and privileges as are afforded the Grantees set forth on the form of easement attached hereto as Exhibit "B" and made a part hereof for all pertinent purposes, over, across and through the property more fully described on Exhibit "C", attached hereto and made a part hereof for all pertinent purposes, situated in the

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City of Killeen, Bell County, Texas, and the Defendants DONALD E. NELLIS and LENNER H. NELLIS, have and are entitled to a judgment from THE CITY OF KILLEEN in the total sum of \$17,572.00 for their interest in said properties herein condemned and for damages to Defendants' remaining lands; which sum has been paid by Plaintiff, and that Plaintiff is hereby RELEASED AND DISCHARGED from any other claim for compensation by Defendants in that the payment of \$17,572.00 by the Plaintiff to the Defendants satisfies the constitutional obligation to pay such compensation for the taking of the above-described property for public use.

V.

It is FURTHER ORDERED, ADJUDGED AND DECREED that the fee simple title to the said hereinbefore-described property, described in Exhibit "A" attached hereto and made a part hereof for all pertinent purposes, is hereby DECREED to be and is vested in Plaintiff, THE CITY OF KILLEEN. It is FURTHER ORDERED, ADJUDGED AND DECREED that an easement over, across and through the said hereinbefore described property described on Exhibit "C" attached hereto for all pertinent purposes, is hereby decreed to be and is vested in Plaintiff, THE CITY OF KILLEEN.

VI.

It is FURTHER ORDERED, ADJUDGED AND DECREED that all cost of Court be, and the same are hereby adjudged against THE CITY OF KILLEEN, which costs shall be paid only to the Clerk of Bell County, Texas.

SIGNED AND DATED this the 17 day of Aug, 1992.

Edwards
JUDGE PRESIDING
BELL COUNTY COURT AT LAW NO. 1
BELL COUNTY, TEXAS

APPROVED AS TO SUBSTANCE AND FORM:

Charles Wallace
CHARLES WALLACE, Attorney for
Plaintiff, THE CITY OF KILLEEN

Donald E. Nellis
DONALD E. NELLIS
Defendant

Lenner H. Nellis
LENNER H. NELLIS
Defendant

K:\KILLEEN\JUDGNT.12

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F. M. Highway 3470
Bell County

Field Note Description for Parcel No. 12

Being 4.325 acres of land, more or less, same being out of and part of a 71.395 acre tract of land in the Robert Cunningham Survey, Abstract No. A-199 which said tract was conveyed to Donald E. Nellis and wife, Lennis Nellis by Josephine E. Janczak, et al by deed dated April 12, 1971 of record in Vol. 1128, Page 612 of the Deed Records of Bell County, Texas which 4.325 acres is more particularly described by metes and bounds as follows:

BEGINNING at the point of intersection of the proposed north right of way line of F. M. Highway 3470 with the east property line of said 71.395 acre tract of land; said point bears SOUTH 20° 47' 04" East 1,103.54 feet from the northeast corner of said tract; said point also being 90.0 feet right of and perpendicular distance from Station 66+96.42 of said highway;

THENCE SOUTH 20° 47' 04" East 178.66 feet along the east property line of said tract to a point in the proposed south right of way line of said highway;

THENCE along the proposed south right of way line of said highway as follows:

SOUTH 58° 56' 43" West 320.78 feet to a point;
SOUTH 68° 09' 29" West 55.91 feet to a point;
SOUTH 77° 03' 50" West 103.08 feet to a point;
SOUTH 63° 01' 39" West 697.00 feet to a point;
SOUTH 19° 59' 45" West 105.26 feet to a point in the west property line of said tract;

THENCE NORTH 21° 04' 24" West 270.00 along the west property line of said tract to a point in the north right of way line of said highway;

THENCE along the proposed north right of way line of said highways as follows:

SOUTH 75° 45' 25" East 101.29 feet to a point;
NORTH 63° 01' 39" East 670.00 feet to a point;
NORTH 48° 59' 29" East 103.08 feet to a point;
NORTH 63° 01' 39" East 55.69 feet to a point;

Along a curve to the left having a radius of 3,729.72 a long chord bearing NORTH 60° 25' 06" East 339.58 feet for an arc distance of 339.69 feet to the place of BEGINNING and containing 4.325 acres of land, more or less.

EXHIBIT "A"

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Drainage Easement for Highway Purposes

THE STATE OF TEXAS

COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS:

That, _____

of the County of _____, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of _____ Dollars (\$ _____) to Grantors in hand paid by the State of Texas, acting by and through the Texas Transportation Commission, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, do by these presents Grant, Bargain, Sell and Convey unto the State of Texas an easement for highway purposes in, along, upon and across the property which is situated in the County of _____, State of Texas, which is more particularly described in Exhibit "A", which is attached hereto and incorporated herein for any and all purposes.

This easement is for the purpose of opening, constructing and maintaining a permanent channel or drainage easement in, along, upon and across the premises hereby conveyed, with the right and privilege at all times of the Grantee herein, its agents, employees and representatives to ingress and egress to and from said premises for the purpose of making any improvements, modifications or repairs which the State deems necessary.

As a part of the grant hereby made it is agreed between the parties hereto that any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said channel or drainage easement may be removed from the said premises by the State and utilized in the construction and maintenance of the State highway system of Texas.

TO HAVE AND TO HOLD for said purposes together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the State of Texas forever.

IN WITNESS WHEREOF, this instrument is executed on this the _____ day of _____, 19____.

EXHIBIT "B"
1 of 4 pages

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ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF _____

BEFORE ME, _____ on this day
personally appeared _____
known to me (or proved to me on the oath of _____, a credible witness,) to be the person(s)
whose name(s) is (are) subscribed to the foregoing instrument and acknowledged to me that he/she/they executed the same for
the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____.

Notary Public, State of Texas

My Commission expires on the _____ day of _____, 19____.

CORPORATE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF _____

BEFORE ME, _____ on this day
personally appeared _____ of _____
known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that
the same was the act of the said _____, a corporation, that he/she was duly authorized to
perform the same by appropriate resolution of the board of directors of such corporation and that he/she executed the same as
the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____.

Notary Public, State of Texas

My Commission expires on the _____ day of _____, 19____.

EXHIBIT "B"
2 of 4 pages

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F. M. Highway 3470
Bell County

Field Note Description for Drainage Easement No. 12E

Being 0.060 acres of land, more or less, same being, out of and part of a 71.395 acre tract of land in the Robert Cunningham Survey, Abstract No. A-199 which said tract was conveyed to Donald E. Nellis and wife, Lennis Nellis by Josephine E. Janczak, et al by deed dated April 12, 1971 of record in Vol. 1128, Page 612 of the Deed Records of Bell County, Texas which 0.060 acres is more particularly described by metes and bounds as follows:

BEGINNING at the point of intersection of the proposed south right of way line of F. M. Highway 3470 with the east drainage easement line; said point bears SOUTH 20° 47'04" East 1282.20 feet and SOUTH 58° 56'43" West 211.91 feet from the northeast corner of said 71.385 acre tract; said point also being 88.69 feet left of and perpendicular distance from Station 69+37.79 of said highway;

THENCE SOUTH 23° 14'27" East 55.65 feet along the proposed east easement line to a point being the southeast corner of said easement;

THENCE SOUTH 66° 45'33" West 50.0 feet along the proposed south easement line to a point being the southwest corner of said easement;

THENCE NORTH 23° 14'27" West 48.79 feet along the proposed west easement line to a point in the proposed south right of way line of said highway;

THENCE NORTH 58° 56'43" East 50.47 feet along the proposed south right of way line of said highway to the place of BEGINNING and containing 0.060 acres of land, more or less.

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EXHIBIT "B"
3 of 4 pages

After recording please return this instrument to:

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County	_____
Highway No.	_____
Control	_____
Sec.	_____
Account or Federal No.	_____
From:	_____
To:	_____
of S.H. 195	_____

**DRAINAGE EASEMENT
FOR HIGHWAY PURPOSES**

Donald E. Nellis and wife Lennis
Ginnors

TO

THE STATE OF TEXAS
AUSTIN, TEXAS

Filed for Record	_____
This day of _____	_____
A.D. 19 _____	at _____ o'clock _____ M.
Recorded	_____
This day of _____	_____
A.D. 19 _____	in _____
County, Texas, Records of Deeds,	_____
Book _____	Page _____
Other _____	_____
By _____	County Clerk
_____	Deputy

CERTIFICATE OF RECORDING

THE STATE OF TEXAS, _____)
COUNTY OF _____)

EXHIBIT "B"
4 of 4 pages

F. M. Highway 3470
Bell County

Field Note Description for Drainage Easement No. 12E

Being 0.060 acres of land, more or less, same being out of and part of a 71.395 acre tract of land in the Robert Cunningham Survey, Abstract No. A-199 which said tract was conveyed to Donald E. Nellis and wife, Lennis Nellis by Josephine E. Janczak, et al by deed dated April 12, 1971 of record in Vol. 1128, Page 612 of the Deed Records of Bell County, Texas which 0.060 acres is more particularly described by metes and bounds as follows:

BEGINNING at the point of intersection of the proposed south right of way line of F. M. Highway 3470 with the east drainage easement line; said point bears SOUTH 20° 47' 04" East 1282.20 feet and SOUTH 58° 56' 43" West 211.91 feet from the northeast corner of said 71.385 acre tract; said point also being 88.69 feet left of and perpendicular distance from Station 69+37.79 of said highway;

THENCE SOUTH 23° 14' 27" East 55.65 feet along the proposed east easement line to a point being the southeast corner of said easement;

THENCE SOUTH 66° 45' 33" West 50.0 feet along the proposed south easement line to a point being the southwest corner of said easement;

THENCE NORTH 23° 14' 27" West 48.79 feet along the proposed west easement line to a point in the proposed south right of way line of said highway;

THENCE NORTH 58° 56' 43" East 50.47 feet along the proposed south right of way line of said highway to the place of BEGINNING and containing 0.060 acres of land, more or less.

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EXHIBIT "C"

Not a valid title record
not a valid title record
not a valid title record

020785

FILED FOR RECORD

'92 AUG 18 AM 10 06

VADA SUTTON
CNTY CLERK BELL CNTY TX.
BY _____ DEPUTY

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Ted Smith
P.O. Box 10520
Keller, TX 76547

I, Vada Sutton County Clerk, Bell
County, Texas, do hereby certify that
this is a true and correct copy of
the original

[Signature]
Filed for record
in my office
Vada Sutton County Clerk
Bell County, Texas

By *[Signature]* CK #2205
Pd. 23