

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

This conveyance is made subject to all covenants, restrictions, conditions and easements, if any, contained in any former deed or dedication of record in Travis County, Texas, as fully as if the same were here set out verbatim.

Witness our hands this the 20th day of September, 1951.

Jacob W. Mohr.

Margaret Louise Mohr

(\$ 6.60 U.S. Int.Rev. Stamps Cancelled)

THE STATE OF TEXAS,  
COUNTY OF TRAVIS.

BEFORE ME, the undersigned authority, on this day personally appeared Jacob W. Mohr, 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; and also before me, on this day personally appeared Margaret Louise Mohr, wife of Jacob W. Mohr, 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 Margaret Louise Mohr, 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 the 22nd day of September, A.D. 1951.

Dora Ross

Notary Public, Travis County, Texas.

(Notary Seal)

Filed for Record September 24, 1951 at 11:30 A.M. - Recorded September 24, 1951 at 2:40 P.M.

"DEED"

THE STATE OF TEXAS, #  
COUNTY OF TRAVIS. # KNOW ALL MEN BY THESE PRESENTS:

That we, Chas. A. Duffy, and wife, Edna Duffy, of Travis County, Texas, for and in consideration of Ten and no/100 Dollars (\$10.00) and other valuable consideration to us in hand paid by Ralph R. Everhard, as below stated;

HAVE GRANTED, SOLD AND CONVEYED, and by these presents do Grant, Sell and Convey, unto the said Ralph R. Everhard, the following tract or parcel of land, lying and being situated in Travis County, Texas, and being more particularly described as follows:

12.66 acres of land, being a portion of the A. Ritcherson Survey #12, in Travis County, Texas, as surveyed for Charles A. Duffy, the the Metcalfe Engineering Company, 1011 Guadalupe Street, Austin, Texas.

Beginning at an iron stake and rock mound at the Most Northerly corner of a 12.06 acre tract, a portion of the A. Ritcherson (some time used as Ritcheson) Survey #12, and a portion of Lot #60, Bruton Springs, a subdivision of a portion of the Thomas Bird Survey, as

Recorded in Plat Book 2, page 238, Travis County Plat Records, as described in a deed from Charles A. Duffy, to Ellen C. Garwood as recorded in Book 1075, page 72, Travis County Deed Records, and from which iron stake the most easterly corner of Lot #60, Bruton Springs bears S. 49° 40' W. 354.8 feet;

(1) Thence down the South bank of Lake Austin S. 49° 40' W. 132.45 feet to an iron stake and rock mound in the center of a telephone line across Lake Austin;

(2) Thence down the South bank of Lake Austin-W. 51° 59' E. 456.50 feet to an iron stake and rock mound;

(3) Thence S. 13° 31' E. 487.9 feet to an iron stake and rock mound in the center of a branch, and from which iron stake and rock mound a 20" Elm Marked x bears N. 10° 00' W. 33.3 feet and a 10" Elm marked x bears S. 89° 30' E. 13.6 feet;

Thence up the center of the channel of said branch, courses numbering 4 to 8, inclusive, as follows:

(4) S. 24° 20' W. 144.9 feet to a stake;

(5) S. 5° 58' W. 243.9 feet to a stake;

(6) S. 13° 08' E. 315.1 feet to a stake;

(7) S. 45° 30' E. 208.5 feet to a stake;

(8) S. 22° 18' E. 155.8 feet to an iron stake and rock mound, and from which an iron stake and rock mound a 12" Elm marked X bears N. 80° 00' W. 11.1 feet and a 12" Elm marked x bears N. 80° 00' W. 11.1 feet and a 12" Elm marked x bears N. 48° 30' E. 17.4 feet;

(9) Thence S. 29° 59' W. 462.1 feet to an iron stake and rock mound for the most easterly corner of a 105.66 acre tract, this day surveyed for Charles A. Duffy, and from which iron stake and rock mound a 10" Live Oak marked x bears S. 9° 45' E. 36.7 feet and a 6" Live Oak marked x bears S. 45° 00' E. 28.0 feet;

(10) Thence with the East line of the said 105.66 acre tract, N. 19° 52' W. at 625.9 feet passing an iron stake and rock mound at the Southeast corner of the Ellen C. Garwood, 12.06 acre tract, in all 1232.5 feet to an iron stake and rock mound at the most Southerly corner of a .72 of one acre tract, a portion of the A. Ritcherson Survey #12, as described in a deed from C.A. Duffy, to Ralph R. Everhard as recorded in Book 961, page 94, Travis County Deed Records;

(11) Thence with the Southeast line of the said .72 of one acre tract, N. 48° 35' E. 160.0 feet to an iron stake and rock mound in the center of a telephone line, for the most easterly corner of the said .72 of one acre tract;

(12) Thence with the center line of said telephone line being also the East line of the Ralph R. Everhard .72 of one acre tract, N. 17° 00' W. 158.5 feet to a 16" post at angle in said telephone line;

(13) Thence with the center line of said telephone line, being also an East line of said .72/acre tract, N. 30° 31' W. 41.5 feet to an iron stake and rock mound on the edge of a rock ledge, for the most northerly corner of said .72 of one acre tract;

(14) Thence with the Northwest line of said .72 of one acre tract, with an average of a rock ledge, S. 53° 48' W. 135.4 feet to a hole in the face of said rock ledge;

(15) Thence with the Northwest line of said .72 of one acre tract, with the average meanders of said rock ledge, S. 24° 02' W. 27.65 feet to a large nail in rock mound set in a crevice on the edge of said rock ledge, for the most westerly corner of the said .72 of one acre tract, in the East line of the Ellen C. Garwood 12.06 acre tract;

(16) Thence with the East line of the Ellen C. Garwood 12.06 acre tract, N. 19° 52' W. 143.1 feet to the PLACE OF BEGINNING, containing 12.66 acres of land.

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

The consideration for this conveyance is as follows:

1. Ten and no/100/<sup>Dollars</sup>(\$10.00) and other valuable consideration to us in hand paid by Ralph R. Everhard, the receipt of which is hereby acknowledged and confessed, and for which no lien, either express or implied, is retained, or shall exist.

- 2. The execution and delivery by the said Ralph E. Everhard, of one promissory note of even date payable to the order of Chas. A. Duffy, in the principal sum of Two Thousand and no/100 Dollars (\$2,000.00) with interest from date at the rate of six per cent (6%) per annum, and payable as follows:-

One Thousand and no/100 Dollars (\$1,000.00) and interest on or before twelve (12) months after date, and a like installment of One Thousand and no/100 Dollars (\$1,000.00) and interest on or before twenty-Four (24) months after date; installments to be first applied to interest and the balance to principal, both principal and interest payable at Austin, Texas; and said note further providing that failure to pay any installment when the same becomes due, shall give the holder of said note the right, at his option to declare the note and all payments thereunder due, and further providing for ten per cent (10%) of the unpaid balance as attorney's fees if default is made in the payment of any installment, or if said note is placed in the hands of an attorney for collection.

The vendor's lien is retained against the above described premises for the security and until full and final payment of the above described note, when and whereupon, this deed shall become absolute.

Witness our hands this the 29th day of August, 1951.

Chas. A. Duffy  
Edna Duffy

(\$3.30 U.S. Int. Rev. Stamps Cancelled)  
THE STATE OF TEXAS  
COUNTY OF TRAVIS.

Before me, the undersigned authority, on this day personally appeared Chas. A. Duffy, and Edna Duffy, his wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and the said Chas. A. Duffy, acknowledged to me that he executed the same for the purposes and consideration therein expressed. And the said Edna Duffy, wife of the said Chas. A. Duffy, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Edna Duffy, 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 29th day of August, 1951.

E.L. Bauknight  
Notary Public in and for Travis County, Texas.

(Notary Seal)  
Filed for Record September 24, 1951 at 2:00 P.M.---Recorded September 24, 1951 at 4:10 P.M.