

THE STATE OF TEXAS, }  
 COUNTY OF DENTON }

Know All Men By These Presents:  
 9548

THAT THE UNDERSIGNED TRAMMEL CROW and ROBERT E. GLAZE, the  
 said Trammel Crow acting herein by his Agent and Attorney-in-Fact,  
 Robert E. Glaze,

of the County of Dallas, and State of Texas, in consideration of the debt  
 and trust hereinafter mentioned, have Granted, Bargained, Sold and Conveyed, and by these presents do Grant,  
 Bargain, Sell and Convey unto DICKSON K. BOYD  
 Trustee, and to his successor or substitute in this trust, and to his and their assigns hereunder forever, the following  
 described property, situated, lying and being in the County of Denton and State  
 of Texas, to-wit: All those certain lots, tracts or parcels of land described in three  
 tracts as follows:

TRACT NO. 1: All that certain lot, tract or parcel of land, lying and being  
 situated in the City of Lewisville, County of Denton, State of Texas, and being  
 a part of a certain 160 acre tract as conveyed by deed dated September 19,  
 1887, from H. H. Lott to G. T. Boyd, as shown of record in Volume 33, Page 89,  
 of the Deed Records of Denton County, Texas; said tract herein described being  
 out of the W. B. Hunter Survey, Abstract No. 552, and being more particularly  
 described as follows:

BEGINNING at a steel pin and fence corner post for the Northwest Corner of the past mentioned 160 acre tract in the North Boundary Line of the W. B. Hunter Survey, Abstract No. 552;

THENCE South 89 degrees, 29 minutes East, along fence line and the North Boundary Line of said Hunter Survey, 849.7 feet to a steel pin for the Northwest Corner of a called 2 acre tract of land as conveyed by deed dated October 24, 1959, from S. J. Boyd to Billy J. Boyd, as shown of record in Volume 451, Page 372 of the Deed Records of Denton County, Texas;

THENCE South 00 degrees, 50 minutes, 20 seconds West, 208.71 feet to a steel pin for the Southwest Corner of said Billy J. Boyd tract;

THENCE South 89 degrees 43 minutes East, along the South Boundary Line of the above mentioned tract, 417.42 feet to a steel pin for corner in the West Boundary Line of Texas State Highway No. 121 whose width is 120 feet and being 60 feet West of the centerline of said highway;

THENCE South along the West Boundary Line of Texas State Highway No. 121, 491.31 feet to a point for corner;

THENCE West 1270.77 feet to a point for corner in the West Boundary Line of the past mentioned 160 acre tract;

THENCE North 00 degrees, 32 minutes, 40 seconds East, along the West Boundary Line of the 160 acre tract, 709.77 feet to point of beginning and containing 18.5 acres of land.

TRACT NO. 2: All that certain lot, tract or parcel of land, lying and being situated in the City of Lewisville, County of Denton, State of Texas, and being a part of a certain 160 acre tract as conveyed by deed dated September 19, 1887, from H. H. Lott to G. T. Boyd, as shown of record in Volume 33, Page 89 of the Deed Records of Denton County, Texas; said tract herein described being out of the W. B. Hunter Survey, Abstract No. 552, and being more particularly described as follows:

BEGINNING at a point in the West Boundary Line of the past mentioned 160 acre tract and being South 00 degrees, 32 minutes, 40 seconds West, 709.77 feet from the Northwest Corner of said tract; said point of beginning being the Southwest Corner of an 18.5 acre tract of land this day surveyed by me, R. G. Milliken, Registered Public Surveyor and the County Surveyor for Denton County;

THENCE East 892.28 feet, along the South Boundary Line of the above mentioned 18.5 acre tract, to a point for corner;

THENCE South 707.79 feet to a point for corner and being in the North Boundary Line of a certain 18 acre tract of land which was conveyed by deed dated June 24, 1965, from A. T. Boyd and wife, Elna L. Boyd and Dixie Boyd to G. R. Boyd and wife, Josephine Boyd, as shown of record in Volume 525, Page 187 of the Deed Records of Denton County, Texas;

THENCE North 89 degrees, 40 minutes, 20 seconds West, along the North Boundary Line of the G. R. Boyd 18 acre tract, 898.97 feet to a steel pin for the Northwest Corner of said 18 acre tract and being in the West Boundary Line of the past mentioned 160 acre tract;

THENCE North 00 degrees, 32 minutes, 40 seconds East, along the West Boundary Line of said 160 acre tract, 702.69 feet to point of beginning and containing 14.5 acres of land.

TRACT NO. 3: All that certain lot, tract or parcel of land, lying and being situated in the City of Lewisville, County of Denton, State of Texas, and being a part of a certain 160 acre tract as conveyed by deed dated September 19, 1887, from H. H. Lott to G. T. Boyd, as shown of record in Volume 33, Page 89, of the Deed Records of Denton County, Texas; said tract herein described being out of the W. B. Hunter Survey, Abstract No. 552, and being more particularly described as follows:

BEGINNING at a point in the West Boundary Line of Texas State Highway No. 121 and being in the North Boundary Line of a certain 18 acre tract of land as conveyed by deed dated June 24, 1965, from A. T. Boyd and wife, Elna L. Boyd and Dixie Boyd to G. R. Boyd and wife, Josephine Boyd, as recorded in Volume 525, Page 187 of the Deed Records of Denton County, Texas, and being 60 feet West of the Northeast Corner of said 18 acre tract;

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THENCE North 89 degrees, 40 minutes, 20 seconds West, along the North Boundary Line of the past mentioned 18 acre tract, 378.51 feet to a point for corner and being the Southeast Corner of a 14.5 acre tract this day surveyed by me, R. G. Milliken, Registered Public Surveyor, Licensed State Land Surveyor, and the County Surveyor for Denton County;

THENCE North 707.79 feet to a point for the Northeast Corner of the above mentioned 14.5 acre tract and being in the South Boundary Line of an 18.5 acre tract this day surveyed by me;

THENCE East 378.49 feet to a point for the Southeast Corner of the above mentioned 18.5 acre tract in the West Boundary Line of Texas State Highway No. 121 whose width is 120 feet;

THENCE South, along the West Boundary Line of said Texas State Highway No. 121, 709.98 feet to point of beginning and containing 6.16 acres of land.

All of the above described lands being surveyed and staked on the ground by R. G. Milliken, Registered Public Surveyor and County Surveyor for Denton County, Texas, on the 19th day of August, 1968.

TO HAVE AND TO HOLD the said described property, with all the rights, members, hereditaments and appurtenances, now, or hereafter at any time before the foreclosure hereof, in any wise appertaining or belonging thereto unto the said Trustee, and to his successor or substitute hereunder, and to his and their assigns forever. And the undersigned hereby bind themselves, thier heirs, executors and administrators, to warrant and forever defend all and singular the said premises, unto the said Trustee, his successor or substitute in this trust, and to his or their assigns forever, against the lawful claim or claims of all persons whomsoever.

THIS CONVEYANCE is made in trust, however, to secure and enforce the payment of one promissory note of even date herewith (hereinafter referred to as note), executed by the undersigned, payable to A. T. Boyd and Dixie Boyd, or order at Denton, Texas as follows: In the principal sum of \$111,140.00, bearing interest from date at the rate of 6-1/2% per annum, the sum of \$28,500.00 of the principal being due and payable on February 1, 1970, together with an installment of interest on said sum in the amount of \$2,778.75, and the balance of accrued interest being compounded into the principal of said note, and the further sum of \$58,000.00 of principal being due and payable on August 1, 1971, together with interest on said sum in the amount of \$8,843.00, and the balance of the accrued interest being compounded into the principal of said note, and the balance of principal and interest in the amount of \$35,885.40 to become due and payable on February 1, 1973, the payees agree to release the lien herein retained securing the above described note insofar as the same covers Tract No. 1 hereinabove described, upon payment of the installment due February 1, 1970, and they further agree to release the lien covering Tract No. 2 upon payment of the installment due on August 1, 1971, and agree to release the lien in its entirety upon payment of the installment of principal and interest payable on February 1, 1973, said note containing the usual default and attorney's fees

clauses, and being the same identical note as that set out and described in a Warranty Deed of even date herewith executed by A. T. Boyd and wife, Elna L. Boyd, et al, conveying the above described property to the Grantors herein, in which the vendor's lien is reserved to secure the payment of the above described note, and this Deed of Trust shall never be construed as waiving or impairing the vendor's lien but is in addition to and cumulative thereof.

Purchaser reserves the right to pre-pay the entire balance of said note at any time after the year 1968 by the payment to Seller of a penalty equal to \$100 per acre of land covered by this Contract of Sale.

Purchaser may accelerate the payments described above without penalty as long as only one payment is made in the calendar year of 1969, another payment made in the calendar year of 1970, and a final payment in the calendar year of 1971. Upon receipt of any accelerated payment(s) Seller will release his lien on the respective tract(s) as described in the paragraph above. Interest on any accelerated payments shall be adjusted for the time period involved.

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~~with interest thereon from~~~~until paid~~~~at the rate of xxxxx per centum per annum; said principal and interest payable~~~~as it accrues at the office of~~

It is agreed that if default be made in the payment of any principal or interest on said note, or in the performance of the covenants or agreements herein contained, or any of them, then at the option of the legal holder of said note, the whole of the principal debt herein secured shall become due and payable, and may be collected by suit or by proceedings hereunder; and it is further agreed that if said indebtedness is not paid when due, and is placed in the hands of an attorney for collection, or if collected through the Probate Court, a reasonable amount shall be added thereto as attorney's fees.

It is also agreed that this Deed of Trust covers any and all renewals of the above described indebtedness.

NOW, THEREFORE, if the said indebtedness be paid, both principal and interest, as the same becomes due and payable, and if the covenants and agreements herein contained be kept and performed, then, and in that case only, this conveyance shall become null and void, and the property herein conveyed shall become wholly clear of said debt, and these presents released in due form at the Grantor's cost, otherwise to remain in full force and effect; but if default shall be made in the payment of said note, or any installment of interest thereon, when the same shall become due or in case of the breach of any of the agreements or covenants herein mentioned, then at the request of the legal holder of said note, the said Trustee, or his successor or successors appointed hereunder, is hereby authorized and empowered to sell the land hereby conveyed, at public auction, to the highest bidder for cash, at the Court House door of.....

Denton County, Texas, between the hours of ten o'clock a.m. and four o'clock p.m., on the first Tuesday in any month after having given notice of the time, place and manner of sale by posting written notices thereof at three public places in said county, one of which shall be at the Court House door of said county, for three consecutive weeks prior to the day of sale, and it is hereby agreed that the said Trustee, or his successor, may sell said property, together or in lots or parcels, as to him shall seem expedient; and after said sale as aforesaid, shall execute and deliver to the purchaser or purchasers thereof, good and sufficient deed or deeds in law to the property so sold, in fee simple, with the usual warranties, and shall receive the proceeds of said sale, and out of the same shall pay: First, all charges, costs and expense of executing this trust, including a fee of 5% to the Trustee on the total of the indebtedness secured by this Deed of Trust; Second, the note above described and all sums of money due or to become due hereunder, with interest as agreed; and, Third, shall render the overplus, if any, unto the undersigned herein, or legal representatives or assigns.

THE UNDERSIGNED FURTHER COVENANT with said Trustee that.....they at all times, during the continuance of this trust, keep the buildings and improvements now on, or hereafter to be erected on, said premises, insured against loss by fire and tornado to the amount of \$.....or to the extent insurance can be obtained thereon, in companies acceptable to and with loss payable to said Trustee, or his successors, for the benefit of the payee or the legal holder and owner of said note, and deliver the policies to said Trustee, or his successors, and to pay, before the same shall become delinquent, all taxes and assessments that may be levied or assessed against said premises or any part thereof. And it is especially agreed that if the undersigned shall fail to effect said insurance and deliver such policies, as herein provided, or to pay such taxes, then the said insurance may be effected and said taxes may be paid by the legal holder of said note, and sums so expended shall be a demand obligation and become part of the debt hereby secured, and shall draw interest at the rate of.....Ten~per cent. per annum from date so expended until paid, or at the option of the holder of the debt secured hereby, the entire principal indebtedness may be declared due, and be collected in any manner provided in this instrument, or provided by law.

IT IS FURTHER AGREED that, in the event of a foreclosure under the power granted hereby, the owner in possession of said property, or any one claiming under him and in possession as tenant or otherwise, shall thereupon become the tenant at will of the purchaser at such foreclosure sale, and should such tenant refuse to surrender possession of said property upon demand the purchaser shall thereupon be entitled to institute and maintain the statutory action of forcible entry and detainer, and procure a writ of possession thereunder.

IT IS FURTHER AGREED that in the case of the death, resignation, removal or absence of said Trustee from the County of.....Denton, Texas, or his refusal or failure or inability to act, then the holder of said note, or any part thereof, shall be and he is hereby authorized to appoint a substitute in writing, who shall thereupon succeed to all the estate, rights, powers and trusts granted to the Trustee herein named.

IT IS SPECIALLY AGREED that when, as and if any accelerated maturity of any item secured by this instrument may be declared due under any term of this or any other paper evidencing the debt or any part thereof, that the maximum amount that can be collected for or on account of the debt shall be the principal amount thereof and interest accrued to the date of payment at not to exceed ten per cent. per annum. That if any possible construction of any and all of the papers may seem to indicate any possibility of a different power given to the creditor or any authority to ask for, demand, or receive any larger rate of interest the parties covenant that same is a mistake in calculation or wording which this clause is intended to override and control.

IT IS SPECIALLY AGREED that in case of any sale hereunder, all prerequisites to said sale shall be presumed to have been performed, and that in any conveyance given hereunder all statements of facts, or other recitals therein made, as to the non-payment of money secured, or as to the breach or non-performance of any of the covenants herein set forth, or as to the request of the Trustee to enforce this Trust, or as to the proper and due appointment of any substitute Trustee, or as to the advertisement of sale, or time or place or manner of sale, or as to any other preliminary act or thing, shall be taken in all courts of law or equity as prima facie evidence that the facts so stated or recited are true.

WITNESS our hand s this 27th day of August A.D. 1968.

*Trammel Crow* by *Robert E. Glaze* Att. in fact  
Trammel Crow

*Robert E. Glaze*  
Robert E. Glaze

THE STATE OF TEXAS,

COUNTY OF DALLAS

BEFORE ME, the undersigned authority,

in and for said County, Texas, on this day personally appeared *Robert E. Glaze, Attorney-in-fact* for TRAMMEL CROW, and ROBERT E. GLAZE, Individually,

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known to me to be the person S whose name ERS 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 14th day of August, A.D. 19 68.

(L.S.)

Hope Hamilton  
Notary Public, Dallas County, Texas

My Commission Expires June 1, 19 69.

FILED FOR RECORD: 18 day of Oct A.D. 1968 at 3:59 o'clock Pm  
RECORDED: 22 day of Oct A.D. 1968 at 9:00 o'clock Am  
By M. J. Nee Deputy THETA PARKER, CLERK COUNTY COURT  
Denton County, Texas