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"NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER."

GENERAL WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS §

§

COUNTY OF MONTGOMERY §

(RRS)

~~RANDALL ROBERT~~

~~ROBERT RANDALL~~ SEEHAUSEN, hereinafter called the "Grantor", for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), together with other good and valuable consideration to the Grantor in hand paid by TIMOTHY ALBERT KNITTIG and HEATHER THERESE KNITTIG, hereinafter called the "Grantees", whose address is 2703 Crossvine Circle, The Woodlands, Texas 77388, the receipt of which is hereby acknowledged, and in further consideration of the additional sum of THREE HUNDRED TWENTY-TWO THOUSAND FOUR HUNDRED AND 00/100 DOLLARS (\$322,400.00) to the Grantor cash in hand paid by COMPASS BANK, hereinafter called the "Lender", at the request of and as a loan to the Grantees, evidenced by the execution and delivery by the Grantees to the Lender of a Promissory Note payable to the Lender in the principal sum of \$322,400.00, being due and payable as therein provided, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY, unto the Grantees the following described tract of land lying and being situated in Montgomery County, Texas, hereinafter called the "Property":

Being 1.00 acres of land, more or less out of RESERVE "C" of TRES, a subdivision of 63.611 acres of land in the Elijah Collard Survey, A7, Montgomery County, Texas, a plat of which was recorded in plat Cabinet G, as sheet 39A of the Map Records of Montgomery County, Texas. Said 1.00 acre tract is more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof, reference to which is here made for all purposes.

The Promissory Note in favor of the Lender, referenced above, is payable in the manner, at the maturity, and bears interest at the rate therein specified and includes various accelerating maturity clauses effective in the event of default. The payment of said Promissory Note is secured by the retention herein of a vendor's lien and the superior title to the Property in favor of the Lender and by a Deed of Trust, Security Agreement And Financing Statement executed by the Grantees to BEN H. RIGGS, Trustee for the Lender, to which reference is here made for all purposes.

In consideration of the payment by the Lender to the Grantor of that portion of the consideration paid for the Property for the use and benefit of the Grantees, the Grantor hereby assigns, transfers and conveys to the Lender, without recourse on the Grantor, the indebtedness represented by said Promissory Note, together with all and singular the vendor's lien, rights, equities, title and interest in the Property, including the superior title, which the Grantor has by virtue of the premises.

This conveyance is made subject to the following matters, but only to the extent same are in effect at this time and only to the extent that they relate to the Property: restrictions, covenants, easements and outstanding mineral reservations, rights and royalties, if any, 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.

I CERTIFY THIS TO BE A TRUE AND
CORRECT COPY OF THE ORIGINAL.

SIGNED

[Handwritten Signature]

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the Grantees, their heirs and assigns forever, and the Grantor does hereby bind himself, his heirs and assigns, to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto the Grantees, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. Taxes for the current year have been prorated and are assumed by the Grantees.

But it is expressly agreed and stipulated that the vendor's lien and superior title are retained against the Property, premises and improvements, in favor of the Lender until the above described Promissory Note in its favor and all interest thereon are fully paid according to its face and tenor, effect and reading, when this Deed shall become absolute.

EXECUTED this the 30th day of March, 2004.

Randall Robert Seehausen
ROBERT RANDALL SEEHAUSEN
 (RRS) RANDALL ROBERT

THE STATE OF TEXAS §
 §
 COUNTY OF MONTGOMERY §

This instrument was acknowledged before me on this the March day of 30th, 2004, by ROBERT RANDALL SEEHAUSEN.



Brandi Mae Fletcher
 Notary Public in and for
 the State of T E X A S

ORIGINAL PRINT INCOMPLETE

BEING 1.000 acre of land in the Elgin Coland Survey, A-7, Montgomery County, Texas and being out of Reserve "C" of Ties Subdivision, map of which is recorded in Cabinet C, Sheet 39A of Montgomery County Map Records (MCMR) and in the name of M. D'Amico, Trustee as described in deed recorded in Volume 700, Page 643 of Montgomery County Deed Records (MCDR), said 1.000 acre being more particularly described as follows:

COMMENCING at a 1/2" iron rod found for the northwest corner of Reserve "A" and the Northwest corner of Reserve "C", Ties Subdivision, in the south line of Lake Course Drive, based on a 60' right-of-way;

THENCE S.59°11'15"W., along the north line of Reserve "C" and the south line of Lake Course Drive for a distance of 74.36 feet to a 1/2" iron rod found for the beginning of a curve to the right;

THENCE in a westerly direction along the north line of Reserve "C" and the south line of Lake Course Drive on a curve to the right having a radius of 494.70 feet and a central angle of 24°17'28" for a distance of 289.71 feet to a 1/2" iron rod found for the end of said curve;

THENCE N.74°11'25"W., continuing along the north line of Reserve "C" and the south line of Lake Course Drive for a distance of 122.60 feet to a 1/2" iron rod found for the beginning of a curve to the right;

THENCE in a northerly direction along the northeast line of Reserve "C" and the southwest line of Lake Course Drive on a curve to the right having a radius of 162.06 feet and a central angle of 71°13'05" for a distance of 138.30 feet to a 1/2" iron rod set for the northeast corner of and POINT OF BEGINNING of herein described tract;

THENCE S.71°28'07"W., crossing said Reserve "C" for a distance of 479.15 feet to the southwest corner of herein described tract in the called 201 contour line of Lake Course as described in deed recorded in Volume 701, Page 623 MCDR, from whence a found 1/2" iron rod reference corner bears N.71°28'07"W., 15.00 feet;

THENCE N.05°00'13"E., (Call N.05°00'13"E., 260.34') along the 201 contour line of Lake Course and the south line of Reserve "C" for a distance of 45.34 feet to an angle point in center;

THENCE N.03°30'13"W., (Call N.03°50'33"W., 82.83') along the 201 contour line of Lake Course and the south line of Reserve "C" for a distance of 92.83 feet to an angle point in center;

THENCE N.40°37'10"E., (Call N.40°37'10"E., 73.24') along the 201 contour line of Lake Course and the south line of Reserve "C" for a distance of 73.24 feet to an angle point in center;

THENCE N.46°32'13"E., (Call N.46°32'13"E., 82.84') along the 201 contour line of Lake Course and the south line of Reserve "C" for a distance of 48.59 feet to a capped 1/2" iron rod set for the northwest corner of herein described tract;

THENCE S.77°49'48"W., crossing said Reserve "C" for a distance of 204.11 feet to a capped 1/2" iron rod set for an angle point in the north line of herein described tract;

THENCE N.71°28'08"W., crossing said Reserve "C" for a distance of 145.00 feet to a capped 1/2" iron rod set for the northeast corner of herein described tract in the northeast line of said Reserve "C" and the southwest line of Lake Course Drive on a curve to the left;

THENCE in an easterly direction along the northeast line of Reserve "C" and the southwest line of Lake Course Drive on a curve to the left having a radius of 162.06 feet and a central angle of 77°49'36" for a distance of 50.00 feet to the POINT OF BEGINNING and containing 1.000 acre of land.

EXHIBIT "A"

ORIGINAL PRINT INCOMPLETE

FILED FOR RECORD

2004 APR - 8 PM 4: 07

Mark J. Turbell
COUNTY CLERK
MONTGOMERY COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF MONTGOMERY

I hereby certify this instrument was filed in
File Number Sequence on the date and at the time
stamped herein by me and was duly RECORDED in
the Official Public Records of Real Property at
Montgomery County, Texas.

APR - 8 2004



Mark J. Turbell
County Clerk
Montgomery County, Texas

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was
found to be inadequate for the best photogra-
phic reproduction because of illegibility, carbon
outs, additions and changes were present at the
time the instrument was filed and recorded: