

2002-024117

AMERICAN TITLE COMPANY

GF 470852-576

CLOSER 157-576

035-10-0673

GENERAL WARRANTY DEED

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF MONTGOMERY

§

THAT **RAYMOND J. WILLBURN** and wife, **SHERRY L. WILLBURN**, hereinafter referred to as "Grantor" (whether one or more), for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to Grantor in hand paid by the Grantee hereafter named, the receipt and sufficiency of which are hereby acknowledged and confessed, and for the further consideration of the execution and delivery by said Grantee of one certain Promissory Note in the original principal sum of **THREE HUNDRED THOUSAND AND NO/100 DOLLARS (\$300,000.00)**, bearing even date herewith, payable to the order of **CHASE MANHATTAN MORTGAGE CORPORATION**, hereinafter called "First Mortgage", being due and payable in the manner and bearing interest at the rate therein provided; said Note containing an attorney's fee clause and various acceleration of maturity clauses in case of default; said Note being secured by a **FIRST AND SUPERIOR** Vendor's Lien retained herein in favor of said First Mortgage, and also being secured by a primary and superior Deed of Trust of even date herewith from Grantee to **CHARLES A. BROWN**, Trustee; and

AND THE FURTHER CONSIDERATION of the execution and delivery by said Grantee of one certain Promissory Note in the original principal sum of **ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00)**, bearing even date herewith, payable to the order of **CHASE MANHATTAN BANK, U.S.A., N.A.**, hereinafter called "Second Mortgage", being due and payable in the manner and bearing interest at the rate therein provided; said Note containing an attorney's fee clause and various acceleration of maturity clauses in case of default; said Note being secured by a **SECOND AND INFERIOR** Vendor's Lien retained herein in favor of said Second Mortgage, and also being secured by a secondary and inferior Deed of Trust of even date herewith from Grantee to the Trustee named therein; and

WHEREAS, both First Mortgage and Second Mortgage have, at the special instance and request of Grantor, paid to Grantor a portion of the purchase price of the property hereinafter described, as evidenced by the above described Promissory Notes, said **FIRST AND SUPERIOR** and **SECOND AND INFERIOR** Vendor's Liens against said property securing the payment of said Promissory Notes are hereby assigned, transferred and delivered, without recourse, to said First Mortgage and Second Mortgage, each to the extent of their respective interests, Grantor hereby conveying to said First Mortgage and Second Mortgage the said Superior Title to said property, subrogating said Mortgages to all the rights and remedies of Grantor in the premises by virtue of said lien;

And Grantor has GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto **CHARLES R. GORDON** and **PAULA R. GORDON**, husband and wife, herein referred to as "Grantee", (whether one or more), the following described real property, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereunto in anywise belonging unto said Grantee, Grantee's heirs and assigns, FOREVER. Grantor does hereby bind Grantor, Grantor's heirs, executors and administrators, TO WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, Grantee's heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

This Deed is executed, delivered and accepted subject to all and singular any liens securing the payment of any debt created or assumed in connection herewith if such liens are described herein, ad valorem taxes for the current and all subsequent years, subsequent assessments for prior years due to changes in land usage or ownership, zoning ordinances,

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utility district assessments and standby fees, if any, applicable to and enforceable against the above described property, and all valid utility easements created by the dedication deed or plat of the subdivision in which said real property is located, covenants, restrictions common to the platted subdivision in which said real property is located, mineral reservations, maintenance fund liens, if any, applicable to and enforceable against the above described property as shown by the records of the County Clerk of the County in which said real property is located, and any title or rights asserted by anyone, including, but not limited to, persons, corporations, governments or other entities to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or to any land extending from the line of the harbor or bulkhead lines as established or changed by any government or to filled-in lands, or artificial islands, or to riparian rights or other statutory water rights, or the rights or interests of the State of Texas or the public generally in the area extending from the line of mean low tide to the line of vegetation or the right of access thereto, or right of easement along and across the same, if any, applicable to and enforceable against the above described property.

But it is expressly agreed that a FIRST AND SUPERIOR Vendor's Lien and a SECOND AND INFERIOR Vendor's Lien are retained against the above described property, premises and improvements, until the respective Promissory Notes secured by same and all interest therein have been fully paid according to the terms thereof, when this Deed shall become absolute.

The contract between Grantor as the seller and Grantee as the buyer may contain limitations as to warranties; to the extent said contract provides for such limitations to survive this conveyance they shall be deemed incorporated herein by reference. The warranty of title contained in this deed is hereby expressly excluded from the limitations referenced in this paragraph.

When this Deed is executed by more than one person, or when the Grantee is more than one person, the instrument shall read as though pertinent verbs, nouns and pronouns were changed correspondingly, and when executed by or to a legal entity other than a natural person, the words "heirs, executors and administrators" or "heirs and assigns" shall be construed to mean "successors and assigns." Reference to any gender shall include either gender and, in the case of a legal entity other than a natural person, shall include the neuter gender, all as the case may be.

DATED the 6th day of MARCH, 2002.

R. J. Willburn
RAYMOND J. WILLBURN

Sherry L. Willburn
SHERRY L. WILLBURN

STATE OF ~~TEXAS~~ CALIFORNIA §

COUNTY OF SAN DIEGO §

This instrument was acknowledged before me on the 6th day of MARCH, 2002,
by Sherry L. Willburn

[Signature]
Notary Public, State of ~~TEXAS~~ CA

My commission expires:

Aug 8, 2003

Ann L. Nash
Notary's Name (printed)

AFTER RECORDING RETURN TO GRANTEE
AT GRANTEE'S MAILING ADDRESS:

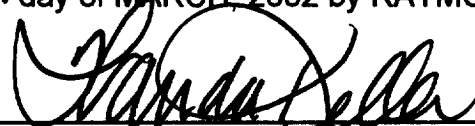
CHARLES R. GORDON AND
PAULA R. GORDON
9424 LAKE CONROE DRIVE
CONROE, TEXAS 77304



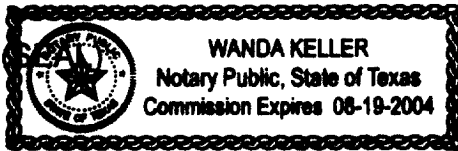
035-10-0675

STATE OF TEXAS
COUNTY OF MONTGOMERY

This document was acknowledged this 7th day of MARCH, 2002 by RAYMOND.
J. WILLBURN.



NOTARY PUBLIC, STATE OF TEXAS



RECORDER'S MEMORANDUM:

At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All black-outs, additions and changes were present at the time the instrument was filed and recorded.

EXHIBIT "A"

035-10-0676

Being a tract or parcel containing 2.000 acres of land out of Reserve "C" of Tres Subdivision a subdivision of record in Cabinet G. Sheet 39A of the Montgomery County Map Records, Montgomery County, Texas, being that same called 1.500 acre tract of record under Montgomery County Clerk's File Number (M.C.C.F. No.) 9805013 and that same called 0.500 acre tract of record under M.C.C.F. No. 985015, said 2.000 acre tract being more particularly described as follows with all bearings referenced to said 1.500 acre tract:

Beginning at an iron rod found for the common northeast corner to said 1.500 acre tract, the herein described tract, the northwest corner to that certain called 2.00 acre tract of record under M.C.C.F. No. 9746466, in the south right-of-way line of Lake Conroe Drive (60 feet wide);

Thence, South 13°21'10" West, along the line common to said 1.500 acre tract and said 2.00 acre tract, 280.24 feet to an iron rod found for corner;

Thence, South 16°37'41" West, continuing along said common line, 106.53 feet to an iron rod found for corner;

Thence, South 35°03'41" West, continuing along said common line, 111.68 feet to an iron rod found for corner;

Thence, South 09°40'11" East, continuing along said common line, 25.15 feet to the common southeast corner to said 1.500 acre tract, the herein described tract, the southwest corner to said 2.00 acre tract, in the common south line to said Reserve "C" and the north line to Lake Conroe;

Thence, along said common line the following courses;

South 72°31'40" West, 46.49 feet to a point for corner;

North 81°50'20" West, 100.41 feet to a point for corner;

South 83°36'00" West, 66.81 feet to a point for common southwest corner to said 1.500 acre tract and the southeast corner to said 0.500 acre tract;

South 68°49'30" West, 36.29 feet to an iron rod found for the common southwest corner said 0.500 acre tract, the herein described tract and the southeast corner to that certain called 1.495 acre tract of record under M.C.C.F. No. 2000-091888;

Thence, North 30°42'45" East, 607.43 feet to an iron rod found for the common northwest corner to said 0.500 acre tract, the herein described tract, the northeast corner to said 1.495 acre tract, in the south right-of-way line of the aforementioned Lake Conroe Drive, in the arc of a curve to the left;

Thence, 87.95 feet along the arc of said curve to the left, following said south right-of-way line, having a radius of 494.70 feet to the Point Of Beginning and containing 2.000 acres of land.

FILED FOR RECORD

2002 MAR 11 PM 2:42

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.

MAR 11 2002



Mark J. Turbell

County Clerk
Montgomery County, Texas