

518-97-1476

DEED OF TRUST

06/03/98 200666522 T057514

\$27.00

THIS DEED OF TRUST ("Security Instrument") is made on JUNE 1, 1998. The grantor is F. KENNETH BAILEY and CAROLE BAILEY ("Borrower"). The trustee is DAVID L. MENDEZ, whose address is 712 MAIN STREET, HOUSTON, TEXAS 77002 ("Trustee"). The beneficiary is CHASE BANK OF TEXAS, N.A., which is organized and existing under the laws of the United States of America, and whose address is 712 MAIN STREET, HOUSTON, TEXAS 77002 ("Lender"). Borrower owes Lender the principal sum of ONE MILLION EIGHT THOUSAND FIVE HUNDRED DOLLARS AND NO CENTS (U.S.\$1,008,500.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on JUNE 1, 2028. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 6 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in Harris County, Texas:

TRACT I:

A 1.0811 ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOT 5, IN BLOCK 2, OF BROAD OAKS SUBDIVISION, A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 17, PAGE 49 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

TRACT II:

RIGHTS OF INGRESS AND EGRESS OVER 0.5042 ACRE OF LAND, AS GRANTED IN VOLUME 7617, PAGE 361 OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS, SAID 0.5042 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

which has the address of 56 E. BROAD OAKS, HOUSTON, TEXAS 77056 ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property."

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

BORROWER AND LENDER COVENANT and agree as follows:

1. **Payment of Principal and Interest; Prepayment and Late Charges.** Borrower shall promptly pay when due the principal of and interest on the debt evidenced by the Note and any prepayment and late charges due under the Note.
2. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under paragraph 1 shall be applied: first, to any prepayment charges due under the Note; second, to amounts payable under paragraph 6; third, to interest due; fourth, to principal due; and

last, to any late charges due under the Note. However, Lender has the right to change the order in which any payment is applied, if it so elects.

3. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines and impositions attributable to the Property which may attain priority over this Security Instrument, and leasehold payments or ground rents, if any. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this paragraph. If Borrower makes these payments directly, Borrower shall promptly furnish to Lender receipts evidencing the payments.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

4. Hazard or Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage" and any other hazards, including floods or flooding, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's approval which shall not be unreasonably withheld. If Borrower fails to maintain coverage described above, Lender may, at Lender's option, obtain coverage to protect Lender's rights in the Property in accordance with paragraph 6.

All insurance policies and renewals shall be acceptable to Lender and shall include a standard mortgage clause. Lender shall have the right to hold the policies and renewals. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

The amount paid by the insurance company is called "proceeds." Lender, at its option, may use the proceeds to reduce the sums secured by this Security Instrument (whether or not repairs have been made by Borrower), or Lender may release the proceeds (or any part of the proceeds) to Borrower to pay for the repair or restoration of the damaged Property. Each insurance company concerned is hereby authorized and directed to pay such proceeds directly to Lender instead of jointly to Borrower and Lender or to Borrower only. Lender may, at its option and on Borrower's behalf, make proof of loss to the insurance company, adjust and compromise any claims under the insurance, release the insurance company in connection with settlement of any claim for proceeds, and collect and receive the proceeds. Borrower appoints Lender as its attorney-in-fact to do the things described in the preceding sentence, which appointment Borrower understands cannot be revoked by Borrower until the sums secured by this Security instrument have been fully paid. Borrower further understands that Lender's appointment as its attorney-in-fact is irrevocable and coupled with an interest, with full power of substitution.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the **monthly** payments referred to in paragraph 1 or change the amount of the payments. If under paragraph 18 the Property is acquired by Lender, Borrower's right to any insurance policies and proceeds resulting from damage to the Property prior to the acquisition shall pass to Lender to the extent of the sums secured by this Security Instrument immediately prior to the acquisition.

Borrower will not allow any condition to exist on the Property which would, in any way, invalidate the insurance on the Property.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate, or commit waste on the Property. Borrower shall be in default if any forfeiture action or proceeding, whether civil or criminal, is begun that in Lender's good faith judgment could result in forfeiture of the Property or otherwise materially impair the lien created by this

Security Instrument or Lender's security interest. Borrower may cure such a default by causing the action or proceeding to be dismissed with a ruling that, in Lender's good faith determination, precludes forfeiture of the Borrower's interest in the Property or other material impairment of the lien created by this Security Instrument or Lender's security interest. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

6. Protection of Lender's Rights in the Property. If Borrower fails to perform the covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture or to enforce laws or regulations), then Lender may do and pay for whatever is necessary to protect the value of the Property and Lender's rights in the Property. Lender's actions may include paying any sums secured by a lien which has priority over this Security Instrument, appearing in court, paying reasonable attorneys' fees and entering on the Property to make repairs. Although Lender may take action under this paragraph 6, Lender does not have to do so. In addition, Borrower agrees to pay all reasonable expenses incurred in connection with the servicing of this loan, whether or not the Borrower is in default.

Any amounts disbursed by Lender under this paragraph 6 shall become additional debt of Borrower secured by this Security Instrument. Unless Borrower and Lender agree to other terms of payment, these amounts shall bear interest from the date of disbursement at the Note rate and shall be payable, with interest, upon notice from Lender to Borrower requesting payment.

7. Inspection. Lender or its agent may make reasonable entries upon and inspections of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

8. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the property, Lender, at its option, may use the proceeds to reduce the sums secured by this Security Instrument (whether or not repairs may have been made by Borrower), or Lender may release the proceeds (or any part of the proceeds) to Borrower to pay for the repair or restoration of the damaged property.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payments referred to in paragraph 1 or change the amount of such payments.

9. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

10. Successors and Assigns Bound; Joint and Several Liability; Co-signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 15. Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

11. **Loan Charges.** If the loan secured by this Security Instrument is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

12. **Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

13. **Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

14. **Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

15. **Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person) without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

16. **Sale of Note; Change of Loan Servicer.** The Note or a partial interest in the Note (together with this Security Instrument) may be sold one or more times without prior notice to Borrower. A sale may result in a change in the entity (known as the "Loan Servicer") that collects monthly payments due under the Note and this Security Instrument. There also may be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change in accordance with paragraph 12 above and applicable law. The notice will state the name and address of the new Loan Servicer and the address to which payments should be made. The notice will also contain any other information required by applicable law.

17. **Hazardous Substances.** Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

"Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

18. **Acceleration; Remedies.** If Borrower utilizes the property as Borrower's residence, Lender will give Borrower the notice of default and intent to accelerate required by Texas Property Code Section 51.002(d). If Borrower does not utilize the property as Borrower's residence at the time of default, Lender will not be required to give notice to Borrower of Borrower's default or Lender's intent to accelerate.

Borrower will pay Lender all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees.

If Lender invokes the power of sale, Lender or Trustee shall give notice of the time, place and terms of sale by posting and recording the notice at least 21 days prior to sale as provided by applicable law. Lender shall mail a copy of the notice of sale to Borrower in the manner prescribed by applicable law. Sale shall be made at public venue between the hours of 10 a.m. and 4 p.m. on the first Tuesday of the month. Borrower authorizes Trustee to sell the Property to the highest bidder for cash in one or more parcels and in any order Trustee determines. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying indefeasible title to the Property with covenants of general warranty. Borrower covenants and agrees to defend generally the purchaser's title to the Property against all claims and demands. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

If the Property is sold pursuant to this paragraph 18, Borrower or any person holding possession of the Property through Borrower shall immediately surrender possession of the Property to the purchaser at that sale. If possession is not surrendered, Borrower or such person shall be a tenant at sufferance and may be removed by writ of possession.

19. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security Instrument without charge to Borrower. Borrower shall pay any recordation costs.

20. Substitute Trustee. Lender, at its option and with or without cause, may from time to time remove Trustee and appoint, by power of attorney or otherwise, a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

21. Subrogation. Any of the proceeds of the Note used to take up outstanding liens against all or any part of the Property have been advanced by Lender at Borrower's request and upon Borrower's representation that such amounts are due and are secured by valid liens against the Property. Lender shall be subrogated to any and all rights, superior title, liens and equities owned or claimed by any owner or holder of any outstanding liens and debts, regardless of whether said liens or debts are acquired by Lender by assignment or are released by the holder thereof upon payment.

22. Partial Invalidity. In the event any portion of the sums intended to be secured by this Security Instrument cannot be lawfully secured hereby, payments in reduction of such sums shall be applied first to those portions not secured hereby.

23. Waiver of Notice of Intention to Accelerate. Borrower waives the right to demand, presentment, notice of intention to accelerate (that is, to require immediate payment in full of all sums secured by this Security Instrument), notice of acceleration and all other notices, except as provided in paragraph 18.

24. Evidence of Fair Value in a Deficiency Suit. Current Borrower and any other party obligated on the Note or any guaranty of the Note agree that in any proceedings governed the Sections 51.003, 51.004, and 51.005 of the Texas Property Code (as the same may be amended from time to time) (the "Deficiency Statutes") fair market value of all or any of the Mortgaged Property will be determined as follows:

- (a) Any valuation of the Mortgaged Property will be based on "as is" condition on the foreclosure date, without any assumption or expectation that the Mortgaged Property will be repaired or improved in any manner before a resale of the Mortgaged Property after foreclosure.
- (b) Any valuation will assume that the foreclosure purchaser desires resale of the Mortgaged Property for cash promptly (but no later than twelve months) following the foreclosure sale.
- (c) All reasonable closing costs customarily borne by the seller in a commercial real estate transaction, including without limitation brokerage commissions, title insurance, a survey of the Mortgaged Property, tax proration, attorney's fees, and marketing costs, will be deducted from the gross fair market value of the Mortgaged Property.
- (d) Any valuation will further discount the gross fair market value of the Mortgaged Property to account for any estimated holding costs associated with maintaining the Mortgaged Property pending sale, including without limitation utilities expenses, property management

fees, taxes and assessments (to the extent not accounted for in (c) above), and other maintenance expenses.

- (e) Any expert opinion testimony given or considered in connection with a determination of the fair market value of the Mortgaged Property must be given by persons having at least five years experience in appraising property similar to the Mortgaged Property and who have conducted and prepared a complete written appraisal of the Mortgaged Property taking into consideration the factors set forth above.

25. **Purchase Money; Vendor's Lien.** The Note secured hereby is primarily secured by the vendor's lien retained in the Deed of even date herewith conveying the Property to Borrower, which vendor's lien has been assigned to Lender, this Security Instrument being additional security therefor.

THE NOTE AND THIS SECURITY INSTRUMENT CONSTITUTE THE FINAL AGREEMENT OF THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES. Lender is signing this Security Instrument below solely for the purpose of agreeing to the foregoing provision. Lender's failure to sign below will not invalidate this Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

F. Kenneth Bailey

 F. KENNETH BAILEY -Borrower
 Social Security No. 455-82-2979 *gor*

Carole Bailey

 CAROLE BAILEY -Borrower
 Social Security No. 455-82-4232

CHASE BANK OF TEXAS, N.A.

By *Debbie Acebo*

 Name DEBBIE ACEBO
 Title ASST VICE PRESIDENT

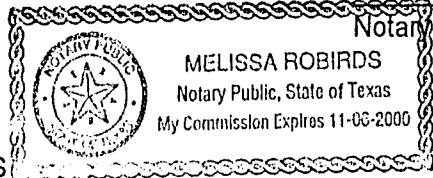
COPY

STATE OF TEXAS

COUNTY OF HARRIS

This Instrument was acknowledged before me on the 1 day of June, 1998 by F. KENNETH BAILEY.

[Handwritten Signature]



Notary Public, State of TEXAS

STATE OF TEXAS

COUNTY OF HARRIS

This Instrument was acknowledged before me on the 1 day of June, 1998 by CAROLE BAILEY.

[Handwritten Signature]



Notary Public, State of TEXAS

STATE OF TEXAS

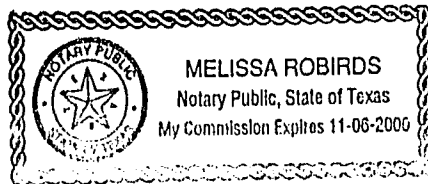
COUNTY OF HARRIS

This Instrument was acknowledged before me on the 1 day of June, 1998, by Debbie Acebo, Asst. Vicepresident of Chase Bank of Texas, N.A., a national banking association, on behalf of said national banking association.

[Handwritten Signature]

Notary Public, State of TEXAS

After filing, please return to:
Chase Bank of Texas, N.A.
1111 Fannin, 7th Floor
Houston, Texas 77002
Attention: Barbara Bearden



TRACT I

EXHIBIT "A"

BEING a 1.0811 acre tract in the Charles Sage Survey, A-697 and being a portion of Lot 5, Block 2, Broad Oaks Subdivision as per plat recorded in Volume 17, Page 49, Harris County Map Records and being comprised of a 12,438 square foot tract of land transferred to Gilbert Construction Company as described in deed recorded under Harris County Clerk's File No. G 167821 and that 0.79625 acre tract of land sold to Mike Gilbert as described in deed recorded under Harris County Clerk's File No. G 292721 and being more particularly described by metes and bounds as follows and all bearings based on said 0.79625 acre tract deed;

COMMENCING at the Southeast corner of Lot 5, Block 2 of Broad Oaks Subdivision and being in the West Right of Way of East Broad Oaks Drive (60' R/W),

THENCE, N 00° 22' 00" W, along the West Right of Way of East Broad Oaks Drive, a distance of 166.65 feet to a found 3/8" iron rod for a corner,

THENCE, S 89° 48' 00" W, a distance of 207.96 feet to a found 5/8" iron rod for the Southeast corner of the tract herein described and the POINT OF BEGINNING,

THENCE, S 89° 48' 00" W, a distance of 207.62 feet to a found 5/8" iron rod in the West line of said Lot 5 and the Southwest corner of the tract herein described,

THENCE, N 00° 08' 00" W, along the West line of said Lot 5, a distance of 241.92 feet to found 1" iron pipe and the Northwest corner of the tract herein described,

THENCE, N 89° 48' 00" E, a distance of 165.69 feet to the most Northerly Northeast corner of the tract herein described,

THENCE, S 00° 22' 00" E, a distance of 75.00 feet to a point for a corner,

THENCE, N 89° 48' 00" E, a distance of 41.62 feet to the most Easterly Northeast corner of the tract herein described,

THENCE, S 00° 08' 00" E, a distance of 166.92 feet to the POINT OF BEGINNING and containing 1.0811 Acre.

TRACT TWO:

The rights in and to that certain non-exclusive ingress and egress easement described in the instrument filed for record in Volume 7617, Page 361 of the Deed Records of Harris County, Texas, more particularly described as follows:

0.5042 acres of land out of Lot 5, Block 2, Broad Oaks Addition, an addition in Harris County, Texas, according to the map or plat thereof recorded in Volume 17, Page 49, Map Records of Harris County, Texas, said 0.5042 acres of land being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a point in the East line of Lot 5, Block 2, Broad Oaks Addition, on the West right-of-way line of East Broad Oaks Drive, 60 feet wide, from which point the

Southeast corner of said Lot 5 bears South $0^{\circ} 22'$ East 141.65 feet;

THENCE South $89^{\circ} 48'$ West 344.78 feet to a point for corner at the beginning of a curve, the center of which is located North $51^{\circ} 31'$ West 40.00 feet;

THENCE Westerly with said curve to the right, having a central angle of $141^{\circ} 19'$, a radius of 40.00 feet, a distance of 98.66 feet to a point on said curve at its intersection with the West line of said Lot 5, from which point the Southwest corner of said Lot 5 bears South $0^{\circ} 08'$ East 166.65 feet and the center of said curve bears North $89^{\circ} 48'$ East 40.00 feet;

THENCE Easterly, continuing with said curve to the right, having a central angle of $141^{\circ} 19'$, a radius of 40.00 feet, a distance of 98.66 feet to the end of said curve from which its center bears South $51^{\circ} 07'$ West 40.00 feet;

THENCE North $89^{\circ} 48'$ East 344.62 feet to a point for corner on the East line of said Lot 5 on the West right-of-way line of said East Broad Oaks Drive;

THENCE South $0^{\circ} 22'$ East with said right-of-way line 50.00 feet to the place of beginning.

NOTE: The Company does not represent that the above acreage or square footage calculations are correct.

RECORDERS 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.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW
 THE STATE OF TEXAS }
 COUNTY OF HARRIS }

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED, in the Official Public Records of Real Property of Harris County, Texas on

JUN 3 1998



Beverly B. Zimmerman
 COUNTY CLERK
 HARRIS COUNTY TEXAS

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WD
H
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 **RP-2020-37132**
01/27/2020 RP2 \$32.00

STATE OF TEXAS

§
§
§

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF HARRIS

UNPUBLISHED COPY
D
THAT F. KENNETH BAILEY, JR. (a/k/a F. Kenneth Bailey) of Harris County, Texas, hereinafter called "Grantor", for and in 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 CAROLE BAILEY, hereinafter called "Grantee", whose mailing address is 56 E. Broad Oaks, Houston, Texas 77056, the receipt and sufficiency of which is hereby acknowledged. Grantor, has GRANTED SOLD AND CONVEYED, and by these present does GRANT, SELL and CONVEY, unto the Grantee, all of Grantor's interest in the following property located in Harris County, Texas, to-wit: *lee*

TRACT 1:

A 1.0811 ACRE TRACT OF LAND, MORE OR LESS, OUT OF LOT 5, IN BLOCK 2, OF BROAD OAKS SUBDIVISION, A SUBDIVISION IN HARRIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 17, PAGE 49 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

TRACT 2:

RIGHTS OF INGRESS AND EGRESS OVER 0.5042 ACRE OF LAND, AS GRANTED IN VOLUME 7617, PAGE 361 OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS, SAID 0.5042 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereunto in anywise belonging to said Grantee, Grantee's heirs and assigns, forever, AND Grantor does hereby bind Grantor, Grantor's successors and assigns, to WARRANT and FOREVER DEFEND all and singular the said premises unto said Grantee, Grantee's 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 and singular the restrictions, easements, exceptions, conditions and covenants, if any, applicable to and enforceable against the above-described property as shown by the records of said County, as well as ad valorem taxes for current and subsequent years.

When the 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 corporation, the words "heirs, executors and administrators" or "heirs and assigns" shall be construed to mean "successors and assigns".

EXECUTED this 27th day of JANUARY, 2020.

F. Kenneth Bailey, Jr.
F. Kenneth Bailey, Jr.
(a/k/a/ F. Kenneth Bailey)

202

THE STATE OF TEXAS

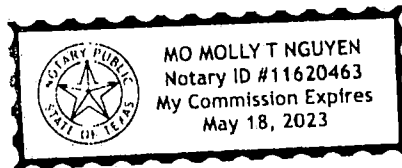
COUNTY OF Harris

§
§
§

This instrument was acknowledged before me on this 27 day of January, 2020, by F. Kenneth Bailey, Jr. (a/k/a F. Kenneth Bailey).

[Signature]
Notary Public in and for the State of Texas

✓ Upon recording, please return to Grantee at:
Carole Bailey
56 E. Broad Oaks
Houston, Texas 77056



RP-2020-37132

TRACT I

EXHIBIT "A"

BEING a 1.0811 acre tract in the Charles Sage Survey, A-697 and being a portion of Lot 5, Block 2, Broad Oaks Subdivision as per plat recorded in Volume 17, Page 49, Harris County Map Records and being comprised of a 12,438 square foot tract of land transferred to Gilbert Construction Company as described in deed recorded under Harris County Clerk's File No. G 167821 and that 0.79625 acre tract of land sold to Mike Gilbert as described in deed recorded under Harris County Clerk's File No. G 292721 and being more particularly described by metes and bounds as follows and all bearings based on said 0.79625 acre tract deed;

COMMENCING at the Southeast corner of Lot 5, Block 2 of Broad Oaks Subdivision and being in the West Right of Way of East Broad Oaks Drive (60' R/W),

THENCE, N 00° 22' 00" W, along the West Right of Way of East Broad Oaks Drive, a distance of 166.65 feet to a found 3/8" iron rod for a corner,

THENCE, S 89° 48' 00" W, a distance of 207.96 feet to a found 5/8" iron rod for the Southeast corner of the tract herein described and the POINT OF BEGINNING,

THENCE, S 89° 48' 00" W, a distance of 207.62 feet to a found 5/8" iron rod in the West line of said Lot 5 and the Southwest corner of the tract herein described,

THENCE, N 00° 08' 00" W, along the West line of said Lot 5, a distance of 241.92 feet to found 1" iron pipe and the Northwest corner of the tract herein described,

THENCE, N 89° 48' 00" E, a distance of 165.69 feet to the most Northerly Northeast corner of the tract herein described,

THENCE, S 00° 22' 00" E, a distance of 75.00 feet to a point for a corner,

THENCE, N 89° 48' 00" E, a distance of 41.62 feet to the most Easterly Northeast corner of the tract herein described,

THENCE, S 00° 08' 00" E, a distance of 166.92 feet to the POINT OF BEGINNING and containing 1.0811 Acre.

COPY

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RP-2020-37132

The rights in and to that certain non-exclusive ingress and egress easement described in the instrument filed for record in Volume 7617, Page 361 of the Deed Records of Harris County, Texas, more particularly described as follows:

TRACT TWO:

0.5012 acres of land out of Lot 5, Block 2, Broad Oaks Addition, an addition in Harris County, Texas, according to the map or plat thereof recorded in Volume 17, Page 49, Map Records of Harris County, Texas, said 0.5012 acres of land being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a point in the East line of Lot 5, Block 2, Broad Oaks Addition, on the West right-of-way line of East Broad Oaks Drive, 60 feet wide, from which point the

Southeast corner of said Lot 5 bears South 0° 22' East 141.65 feet;

THENCE South 89° 48' West 344.78

feet to a point for corner at the beginning of a curve, the center of which is located North 51° 31' West

10.00 feet;

THENCE westerly with said curve to the right, having a central angle of 141.19', a radius of 10.00 feet, a distance of 98.66 feet to a point on said curve at its intersection with the West line of said Lot 5, from which point the southwest corner of said Lot 5 bears South 0° 08' East 166.65 feet and the center of said curve bears North 89° 48' East 10.00 feet;

THENCE Easterly, continuing with said curve to the right, having a central angle of $141^{\circ} 19'$, a radius of 40.00 feet, a distance of 98.66 feet to the end of said curve from which its center bears South $51^{\circ} 07'$ West 40.00 feet;

THENCE North $89^{\circ} 48'$ East 344.62 feet to a point for corner on the East line of said Lot 5 on the West right-of-way line of said East Broad Oaks Drive;

THENCE South $0^{\circ} 22'$ East with said right-of-way line 50.00 feet to the place of beginning.

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 blockouts, additions and changes were present at the time the instrument was filed and recorded.

NOTE: The Company does not represent that the above acreage or square footage calculations are correct.

COPY UNOFFICIAL

FILED FOR RECORD

1:15:42 PM

Monday, January 27, 2020



COUNTY CLERK, HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me; and was duly RECORDED; in the Official Public Records of Real Property of Harris County Texas

Monday, January 27, 2020



COUNTY CLERK
HARRIS COUNTY, TEXAS



RP-2020-37132

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