

WARRANTY DEED

17-2331

THE STATE OF TEXAS)

COUNTY OF TRAVIS)

KNOW ALL MEN BY THESE PRESENTS:

That Allandale Estates Develop-
 ment Co., a Texas corporation (hereinafter referred to as
 "Grantor"), for and in consideration of the sum of Ten Dollars
 (\$10.00), and other good and valuable consideration to the
 undersigned in hand paid by Trammell Crow (hereinafter referred
 to as "Grantee"), and in further consideration of the execution
 and delivery of a note of even date herewith in the principal
 amount of \$149,250.00 executed by Grantee and payable to the
 order of Allandale Estates Development Co., and secured by
 a deed of trust of even date herewith to Richard Baker, Trustee,
 the receipt and adequacy of which are hereby acknowledged, has
 GRANTED, SOLD AND CONVEYED, and by these presents does GRANT,
 SELL AND CONVEY unto Trammell Crow that certain property
 situated in Travis County, Texas, as described in Exhibit A
 attached hereto and incorporated by reference herein for all
 purposes.

TO HAVE AND TO HOLD the above described premises, to-
 gether with all and singular the rights and appurtenances thereto
 in anywise belonging, unto the said Grantee, his heirs, personal
 representatives, and assigns, forever; and the undersigned does
 hereby bind itself, its successors and assigns, to warrant and
 forever defend all and singular the said premises unto the said
 Grantee, his heirs, personal representatives, and assigns, against
 every person whomsoever lawfully claiming or to claim the same
 or any part thereof; subject, however, to ad valorem taxes for
 the year 1969.

The property described in Exhibit A hereto is being
 conveyed subject to the following restriction:

No improvements shall be erected, placed or
 altered on any lot until the construction plans and
 specifications of the proposed improvement and plot plan

DEED RECORDS
Travis County, Tex

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have been approved in writing by the Architectural Control Committee, which approval shall not be unreasonably withheld. The Architectural Control Committee shall be composed of any two (2) of the following: Wiley D. Pringle, Howard D. Pringle, Jack Andrewartha, G. L. Brown, Jr. or any other person named by any one of them. Any prior approval shall be deemed to be the approval of Architectural Control Committee as to comparable improvements to be constructed from time to time in the future on portions of the property described in Exhibit A hereto. Should the Architectural Control Committee at any time fail to appoint successors to the members of the Committee, then this restrictive covenant shall be null and void. Anything herein to the contrary notwithstanding, this restrictive covenant shall become null and void as of January 1, 1985.

It is expressly agreed and stipulated that the vendor's lien and superior title is retained against the property hereby conveyed until the above described promissory note is paid in full according to the face and tenor thereof, whereupon this deed shall become absolute.

Payment of the above described promissory note is additionally secured by a deed of trust on the above described property and premises created in the deed of trust of even date herewith from Trammell Crow to Richard Baker, Trustee for Allandale Estates Development Co.; and in the event of default in the payment of said promissory note, or in the event of default in the performance of any of the covenants or conditions contained in the said deed of trust, which on the part of Grantor therein are to be kept and performed, then the holder of said promissory note shall have the option to mature the same and to foreclose the vendor's lien herein retained to secure its payment, or the deed of trust lien which also secures the payment of said note, or both of said liens, either under the power of sale

contained in said deed of trust, or by court proceedings, as the holder may elect.

EXECUTED as of the 27 day of May, 1969.

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ATTEST:

ALLANDALE ESTATES DEVELOPMENT CO.

[Signature]
Secretary

[Signature]
BY _____
President

(CORPORATE SEAL)

THE STATE OF TEXAS)
COUNTY OF TRAVIS)

Before me, the undersigned authority,
on this day personally appeared

Jack Andreworths, President of Allandale
Estates Development Co., a Texas corporation, known to me to be
the person and officer 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 in the capacity
therein stated as the act and deed of said corporation.

Given under my hand and seal of office this 28 day
of May, 1969.

(NOTARY SEAL)

[Signature]
Notary Public, Travis County, Texas

Being 16.425 acres of land out of an original tract of 72.56 acres of land conveyed to the following owners: (1) Caroline Realty Co. by Deed of Record in Vol. 3060, Page 889, of the Travis County Deed Records; (2) Jack Andrewartha by Deed of Record in Vol. 3392, Page 87, (3) Wiley D. Pringle by Deed of Record in Vol. 3392, Page 483, and (4) Howard D. Pringle by Deed of Record in Vol. 3392, Page 458, of the Travis County Deed Records and being a part of the James P. Wallace Survey No. 18 in the City of Austin, Travis County, Texas, and being more fully described as follows:

BEGINNING at an iron stake set in the South right-of-way line of U. S. Highway No. 183 and the North Line of the 72.56 acre tract mentioned above, said iron stake being further located South 57° 47' East a distance of 102.20 feet from the East right-of-way line of the International and Great Northern Railway;

THENCE with the South right-of-way line of U. S. Highway No. 183 as follows:

- (1) South 57° 47' East for 546.58 feet to a concrete monument
- (2) With a curve to the left whose radius is 5789.65 feet for an arc distance of 562.60 feet (the long chord bearing South 60° 34' East for 562.38 feet) to a concrete monument
- (3) South 62° 36' East for 29.50 feet to an iron stake;

THENCE with a curve to the right whose radius is 15.00 feet for an arc distance of 23.56 feet (the chord bearing South 17° 36' East for 21.21 feet) to an iron stake;

THENCE with the proposed North right-of-way line of Shoal Creek Blvd. as follows:

- (1) South 27° 24' West for 98.94 feet to an iron stake
- (2) With a curve to the right whose radius is 250.00 feet for an arc distance of 244.35 feet (the chord bearing South 55° 24' West for 234.74 feet) to an iron stake
- (3) South 83° 24' West for 453.05 feet to an iron stake
- (4) With a curve to the left whose radius is 471.09 feet for an arc distance of 393.77 feet (the chord bearing South 59° 09' West for 386.97 feet) to an iron stake;

THENCE North 59° 30' West for 288.73 feet to an iron stake for corner;

THENCE North 13° 04' West for 99.14 feet to an iron stake;

THENCE parallel to, and 100.00 feet East of, the East right-of-way line of the International and Great Northern Railway, North 20° 18' East for 885.23 feet to the PLACE OF BEGINNING and containing 16.425 acres of land, more or less.

SUBJECT, however, to public utility and drainage easements required by the City of Austin, and to the following:

1. Easement dated January 15, 1963. E. W. Jackson et al to City of Austin, of record Book 2567, Page 561, Deed Records, being a 10' sanitary sewer easement; and

2. Easement dated November 14, 1957, E. W. Jackson et al to The State of Texas, of record Book 1973, Page 35, Deed Records, being a 60' x 200' channel easement.

