TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said grantee , his heirs and assigns forever; and we do hereby bind ourselves and our heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee , his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 25th day of September A. D. 19 84

GERALD E. SMITH

MARSHA C. SMITH

Mailing address of each grantee:

Name: Howard T. Hand
Address: 807 W. 12th St.
Austin, Texas 78701

Name:
Address:

(Acknowledgment)

STATE OF TEXAS
COUNTY OF Travis }

This instrument was acknowledged before me on the 25TH day of September, 19 84,
by Gerald E. Smith and wife, Marsha C. Smith

Notary Public, State of Texas
Notary's name (printed):

NOTARY SEAL

Notary's commission expires:

DIANE LAUE NOTARY PUBLIC
MY COMMISSION EXPIRES 10-21-85

8858 308

(Acknowledgment)

STATE OF TEXAS }
COUNTY OF

This instrument was acknowledged before me on the day of , 19 ,
by

Notary Public, State of Texas
Notary's name (printed):

Notary's commission expires:

(Acknowledgment)

STATE OF TEXAS }
COUNTY OF

This instrument was acknowledged before me on the day of , 19 ,
by

Notary Public, State of Texas
Notary's name (printed):

Notary's commission expires:

(Corporate Acknowledgment)

STATE OF TEXAS }
COUNTY OF

This instrument was acknowledged before me on the day of , 19 ,
by ,
of ,
a corporation, on behalf of said corporation.

Notary Public, State of Texas
Notary's name (printed):

Notary's commission expires:

AFTER RECORDING ~~RETURN TO~~:

RETURN - PIONEER TITLE

LANNIS A. KIRCUS
Attorney at Law
Suite 305
400 W. 15th St.
Austin, Texas 78701

PREPARED IN THE LAW OFFICE OF:

LANNIS A. KIRCUS
Attorney at Law
Suite 305
400 W. 15th St.
Austin, Texas 78701

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas, as stamp hereon by me, on

OCT 18 1984

Doris Livingstone
COUNTY CLERK
TRAVIS COUNTY, TEXAS

FILED
1984 OCT 18 AM 8:18

Doris Livingstone
COUNTY CLERK
TRAVIS COUNTY, TEXAS

Austin Data, Inc. GR ADI16000 TR 3805711.003

JCM XXII 3/85

WARRANTY DEED WITH VENDOR'S LIEN 0 3 89 2917 5.00

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS § MAR 29-85 4719 * 5.00

That I, HOWARD T. HAND, a single man, of the County of Travis and State of Texas for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by grantee of her one certain promissory note of even date herewith in the principal sum of $125,000.00, payable to the order of grantor, at its office in Austin, Travis County, Texas, as therein provided and bearing interest at the rates therein specified and providing for acceleration of maturity in event of default and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a deed of trust of even date herewith to JOHN CALHOUN MILLER, Trustee, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto ERLENE REYNOLDS, a single woman, of the County of Travis and State of Texas, all of the following described real property in Travis County, Texas, to-wit:

> The North one-half (1/2) of Lot Eight (8) and the South one-half (1/2) of Lot Nine (9), Block Thirty-Four (34), TRAVIS HEIGHTS, a subdivision in Travis County, Texas, according to the map or plat of record in Volume 3, page 15, Plat Records, Travis County, Texas.

This conveyance is expressly made and accepted subject to all valid and subsisting easements, restrictions, reservations, covenants and conditions relating to said property, to the extent the same are valid and enforceable against said property, as same are shown by instruments filed of record in the office of the County Clerk of Travis County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said grantee, her heirs and assigns forever; and I do hereby bind myself, my heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, her heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed that the VENDOR'S LIEN, as well as Superior Title in and to the above described premises, is retained against the above described property,

REAL PROPERTY RECORDS
Travis County, Texas

Austin Data, Inc. GR ADI16000 TR 3892917.001

JCM XXII 3/85

premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

The said Vendor's Lien and Superior Title herein retained are hereby transferred, assigned, sold and conveyed to grantor, its successors and assigns, the payee named in said note.

EXECUTED this the 21st day of March, 1985.

Howard T. Hand
HOWARD T. HAND

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 21st day of March, 1985 by HOWARD T. HAND.

NOTARY SEAL

PEGGY H. NELSON
Notary Public-State of Texas
My Commission Expires 11-22-88

Peggy H. Nelson
Notary Public, State of Texas
MY COMMISSION EXPIRES: _____

(Printed name of Notary)

Ret:

ADDRESS OF GRANTEE:

ERLENE REYNOLDS
706 West Avenue # E
Austin Texas 78701

STATE OF TEXAS COUNTY OF TRAVIS
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas, on

MAR 29 1985

COUNTY CLERK
TRAVIS COUNTY, TEXAS

FILED
1985 MAR 29 PM 12:51
COUNTY CLERK
TRAVIS COUNTY, TEXAS

09091 0425

Austin Data, Inc. GR ADI16000 TR 3892917.002

M02/66

7.00

Loan No. 525642

WARRANTY DEED (With Vendor's Lien Printed)

4 26 5409

3:45 PM 9402 2 2 7.00 INDX 08/07/87 .99-DOC 55.85-CHK

THE STATE OF TEXAS X
X KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS X THAT

ERLENE REYNOLDS

of the County of TRAVIS, State of TEXAS (hereinafter called GRANTOR, whether one or more), for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations in hand paid and secured to be paid to GRANTOR herein by

ERIC G. BEHRENS , A SINGLE MAN

(hereinafter called GRANTEE, whether one or more), the receipt of which is hereby acknowledged and confessed; together with the further consideration of the sum of

ONE HUNDRED EIGHTEEN THOUSAND EIGHT HUNDRED AND NO/100 --------($118,800.00)

in cash advanced by

SANDIA MORTGAGE CORPORATION , A CORPORATION

LENDER at the special instance and request of the GRANTEE herein, the receipt of which is hereby acknowledged, which advance represents part of the purchase price of the hereby conveyed property; said amount evidenced by the execution and delivery by the GRANTEE herein of one certain promissory note of even date herewith in the principal sum of

ONE HUNDRED EIGHTEEN THOUSAND EIGHT HUNDRED AND NO/100 --------($118,800.00)

payable to the order of LENDER as therein provided; said note is secured by vendor's lien herein retained and additionally secured by a Deed of Trust of even date herewith to

MICHAEL L. RIDDLE

Trustee, all together with other good and valuable consideration, the receipt and sufficiency of which is herewith acknowledged, has

GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto the hereinabove named GRANTEE, all that certain land, lying, situated and being in the County of TRAVIS State of TEXAS, more particularly described as follows, to wit:

THE NORTH 1/2 OF LOT 8 AND THE SOUTH 1/2 OF LOT 9, BLOCK 34, TRAVIS HEIGHTS, A SUBDIVISION IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT OF RECORD IN VOLUME 3, PAGE 15, PLAT RECORDS OF TRAVIS COUNTY, TEXAS

GRANTEE:
ERIC G. BEHRENS
1816 KENWOOD
AUSTIN, TEXAS 78704

REAL PROPERTY RECORDS
Travis County, Texas

10369 0350

122767-JW

3-0362-0608

[redacted]

In consideration of the payment of the aforesaid sum by **LENDER** as above set out, **GRANTOR** does hereby transfer, assign and convey unto **LENDER**, its successors and assigns, the vendor's lien and superior title herein retained and reserved against the property and the premises hereby conveyed; this assignment is made without recourse but without waiver of warranty.

This conveyance is made and accepted subject to any and all restrictions and easements of record affecting the property hereby conveyed.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said **GRANTEE** herein AND HIS heirs, or assigns forever. And **GRANTOR** does hereby bind AND heirs, executors and administrators, to **WARRANT AND FOREVER DEFEND** all and singular the said premises unto the said **GRANTEE**, AND HIS heirs and assigns, against every person whomsoever, lawfully claiming or to claim the same, or any part thereof.

BUT IT IS EXPRESSLY AGREED AND STIPULATED that the Vendor's Lien is retained against the above described property, premises and improvements, until the above described note or notes, and all interest thereon, are fully paid, according to the face, effect and reading of the said note or notes, when this deed shall become absolute.

EXECUTED this the 3RD day of AUGUST, A.D., 19 87

Erlene Reynolds

ERLENE REYNOLDS

THE STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared

ERLENE REYNOLDS

known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that executed the same for the purposes and considerations therein expressed.

GIVEN under my hand and seal of office this the 6th day of AUGUST, 19 87

My commission expires: JEANNINE M. WAITE Notary Public for the State of Texas My Commission Expires 6-8-89 Jeannine M. Waite NOTARY SEAL

(seal) Notary Public, TRAVIS County, Texas

THE STATE OF TEXAS
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared

known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that executed the same for the purposes and considerations therein expressed.

GIVEN under my hand and seal of office this the day of AUGUST, 19 87

My commission expires:

(seal) Notary Public, TRAVIS County, Texas

THE STATE OF TEXAS
COUNTY OF

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared

known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said , a corporation, and that he executed the same as the act of such corporation for the purposes and considerations therein expressed, and in the capacity therein stated.

GIVEN under my hand and seal of office this the day of , 19

My commission expires:

(seal) Notary Public, County, Texas

Return To:

ERIC G. BEHRENS
1816 KENWOOD
AUSTIN, TEXAS 78704

10369 0351

FILED

1987 AUG -7 PM 3: 33

COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas, on

AUG 7 1987

COUNTY CLERK
TRAVIS COUNTY, TEXAS

10369 0352

Stewart Title of Austin, LLC
8701 North Mopac, Suite 330
Austin, TX 78759

DEED REPORT

Client: Thrower Design

Order Number: AR1933

Re: Lot 7 and the South 25 feet of Lot 8, Block 34, of TRAVIS HEIGHTS, a subdivision in Travis County, Texas, according to the map or plat of record in Volume 3, Page 15, of the Plat Records of Travis County, Texas.

As per your request we report that a search of the appropriate county records beginning August 12, 1946 and continuing through March 22, 2017 reveals the following conveyances:

1. Warranty Deed filed August 15, 1946 from Paul A. Akers and Marilyn B. Akers as grantors, to D. H. Andrews and Osie Massey Andrews as grantees, recorded in Vol. 817, Page 205, of the Deed Records of Travis County, Texas.

2. Warranty Deed (correction) filed September 8, 1947 from Paul A. Akers and Marilyn B. Akers as grantors, to D. H. Andrews and Osie Massey Andrews as grantees, recorded in Vol. 873, Page 18, of the Deed Records of Travis County, Texas.

3. Warranty Deed filed October 12, 1948 from D. H. Andrews and Osie Massey Andrews as grantors, to Alfred Crider and Mattie Mae Crider as grantees, recorded in Vol. 913, Page 406, of the Deed Records of Travis County, Texas.

4. Warranty Deed filed December 5, 1950 from Alfred Crider and Mattie Mae Crider as grantors, to H. W. Thompson and Betty Ann Thompson as grantees, recorded in Vol. 1130, Page 337, of the Deed Records of Travis County, Texas.

5. Warranty Deed filed February 4, 1952 from H. W. Thompson and Betty Ann Thompson as grantors, to Roy M. Head and Bertha P. Head as grantees, recorded in Vol. 1220, Page 42, of the Deed Records of Travis County, Texas.

6. Warranty Deed filed May27, 1954 from Roy M. Head, Individually and as Independent Executor of the Estate of Bertha P. Head, Deceased as grantor, to Board of American Missions of The Augustana Lutheran Church as grantee, recorded in Vol. 1454, Page 259, of the Deed Records of Travis County, Texas.

7. Warranty Deed filed May 31, 1955 from Board of American Missions of The Augustana Lutheran Church as grantor, to Prince of Peace Evangelical Lutheran Church, Austin as grantee, recorded in Vol. 1573, Page 183, of the Deed Records of Travis County, Texas.

8. Warranty Deed filed February 24, 1960 from Prince of Peace Evangelical Lutheran Church, Austin, Texas as grantor, to Leslie W. Moody, Jr. and Mary F. Moody as grantees, recorded in Vol. 2145, Page 130, of the Deed Records of Travis County, Texas.

9. Warranty Deed filed June 5, 1962 from Leslie W. Moody, Jr. and Mary F. Moody as grantors, to Leslie W. Moody and Donna Moody as grantees, recorded in Vol. 2466, Page 514, of the Deed Records of Travis County, Texas.

10. Warranty Deed filed August 31, 1970 from Leslie W. Moody and Donna Moody as grantors, to Lyman E. Preston and Margaret L. Preston as grantees, recorded in Vol. 3920, Page 101, of the Deed Records of Travis County, Texas.

11. General Warranty Deed filed July 1, 2009 from Margaret L. Preston as grantor, to Eric J. Behrens as grantee, recorded under Document Number 2009110579, of the Official Public Records of Travis County, Texas.

12. Correction General Warranty Deed filed April 8, 2010 from Margaret L. Preston as grantor, to Eric G. Behrens as grantee, recorded under Document Number 2010048254, of the Official Public Records of Travis County, Texas.

Prepared by: Dave Merritt

Liability hereunder is limited to the amount paid for same. This report is furnished solely as an accommodation to the party requesting same and should not be relied upon, as a warranty or representation as to the title to the property described herein and may not be given to or used by any third party. Stewart Title of Austin, LLC., (hereinafter called "Title Company") assumes no liability whatsoever for the accuracy of this report, nor for any omission or error with respect hereto. YOU AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS TITLE COMPANY BECAUSE OF ANY NEGLIGENCE BY TITLE COMPANY (WHETHER SOLE, JOINT OR OTHERWISE) FOR ANY CLAIM, LOSS, LIABILITY OR DAMAGES ARISING OUT OF THIS REPORT. This report is not title insurance. If a policy of title insurance is purchased, any liability thereunder shall be determined solely by the terms of such policy.

817/205

M02/71

THE STATE OF TEXAS, ::

COUNTY OF TRAVIS ::

WHEREAS Fred C. Morse of the County of Travis State of Texas did on the 22nd day of July A. D. 1944 by deed of that date duly recorded in the Records of Deeds in Travis County volume x page x Grant, Sell and Convey to Carlos M. Ruiz and Maria R. Ruiz of the County of Travis State of Texas the following described property, to-wit:

Lots Nos. 39 and 40 in Morseland Place, as shown by plat of record in Plat Book 3, page 37 of the Plat Records of Travis County, Texas.

and did in said deed retain a Vendor's Lien on the Property so Granted, Sold and Conveyed, to secure the payment of a part of the purchase money mentioned in said deed as follows, to-wit: As shown by one certain purchase money note in the sum of $865.00, dated July 22, 1944 executed by the said Carlos M. Ruiz and Maria R. Ruiz, payable in monthly installments of $17.50 to the said Fred C. Morse ----------

And Whereas, said Vendor's lien note given as aforesaid for part purchase money of said property has been paid to Fred C. Morse the legal and equitable holder and owner of said note:

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS; That I, the said Fred C. Morse the present legal and equitable owner and holder of said Vendor's Lien Note above mentioned, do hereby release, discharge and quitclaim unto the said Carlos M. Ruiz and Maria R. Ruiz their heirs and assigns, all rights, title, interest and estate in and to the property above described which I have or may be entitled to by virtue of being the owner of said Vendor's Lien note and hereby declare said property released and discharged of all liens created by virtue of said Vendor's Lien note above described.

WITNESS my hand this 14th day of August A. D. 1946.

Fred C. Morse

THE STATE OF TEXAS ::

COUNTY OF TRAVIS ::

BEFORE ME, the undersigned, a Notary Public in and for said County, Texas, on this day personally appeared Fred C. Morse, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 14th day of August, A. D. 1946/

Frances A. Young

Notary Seal

Notary Public in and for Travis County, Texas.

Filed For Record August 15, 1946 at 12:10 P. M. Recorded August 16, 1946 at 1:20 P. M.

THE STATE OF TEXAS ::

COUNTY OF TRAVIS :: KNOW ALL MEN BY THESE PRESENTS:

That Paul A. Akers and wife, Marilyn B. Akers, of the County of Travis, State of Texas, for and in consideration of the sum of Twelve Hundred Seventy-five and No/100 ($1275.00) Dollars to them paid, and secured to be paid by D. H. Andrews and wife, Osie Massey Andrews, as follows, to-wit:

The sum of Twelve Hundred Seventy-five and no/100 ($1275.00) Dollars, cash in hand paid, receipt of which is hereby acknowledged, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said D. H. Andrews and wife, Osie Massey Andrews, of the County of Travis, State of Texas, all that certain tract, parcel or lot of land known

as Lot No. Seven (7) and the South half of Lot No. Eight (8), in Block Thirty-four (34), of Travis Heights Addition in the City of Austin, Travis County, Texas, according to the map or plat thereof of record in the Plat Records of Travis County, Texas, in Book 3, page 15. This Conveyance being made, however, subject to all the restrictions and obligations as mentioned and set forth in that certain deed of conveyance by Stacy Realty Co., to R. W. McCutcheon, recorded in the Deed Records of Travis County, Texas, Volume 481, pages 609 and 610, to which deed and the record thereof, reference is here made for all pertinent purposes.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said D. H. Andrews, their heirs and assigns forever and they do hereby bind themselves their heirs, executors and administrators to Warrant and Forever Defend, all and singular the said premises unto the said D. H. Andrews and wife, Osie Massey Andrews, their heirs and assigns, against ever whomsoever lawfully claiming to to claim the same, or any part thereof.

WITNESS their hands at Austin, Texas, this 12th day of August, 1946.

Paul Akers

Marilyn B. Akers

$1.75 U. S. Int. Rev. Stamps Canc.

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Paul A. Akers, and Marilyn B. Akers, his wife, both known to me to be the person whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Marilyn B. Akers, wife of the said Paul A. Akers, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Marilyn B. Akers acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 15th day of August, A. D. 1946.

Victor Bragg,

Notary Seal

Notary Public in and for Travis County, Texas

Filed For Record August 15, 1946 at 12:25 P. M. Recorded August 16, 1946 at 1:45 P. M.

THE STATE OF TEXAS ::

COUNTY OF TRAVIS :: KNOW ALL MEN BY THESE PRESENTS:

That we, McKinley Clark and Victoria Clark, of the County of Travis State of Texas for and in consideration of the sum of Four Hundred Ten and no/100 Dollars to us in hand paid by O. F. Jackson have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said O. F. Jackson of the County of Travis State of Texas all that certain lots, tracts or parcel of land situated and lying and being in the County of Travis and State of Texas, and more particular described as follows: One Hundred Fifty feet, fronting West Bastrop St., and running back East One Hundred Fifteen feet and being the N. W. corner of Block No. 6, in the Lane Addition to the Town of Manor, in Travis County, Texas, and being all of Lots Six (6) & Seven (7) and the West fifteen feet (15 ft.) of Lot No. 8 in said Block No. 6 of the said Lane Addition to the town of Manor, Travis County, Texas, as shown on the map of said addition in Plat Book No. 2, Page 223 in the Plat Records of Travis County, Texas.

TO HAVE AND TO HOLD the above descrived premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said McKinley Clark and wife,

M02/73

873/18

rights and appurtenances thereto in any wise belonging, unto the said Grantee, her heirs and assigns, forever; and Grantor hereby binds herself, her heirs, executors and administrators, to Warrand and Forever Defend, subject to the terms and conditions hereof, all and singular the said premises unto the said Grantee, her heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

It is provided and agreed between the parties hereto that Grantee purchases the above described premises subject to those restrictions and conditions heretofore impressed on said Vance Park as set out in instrument recorded in Book 952, Page 441, of the Deed Records of Travis County, Texas, to which instrument and the record thereof reference is here made for all pertinent purposes, and which are hereby made a part of this conveyance as fully and completely as if the same were here set out in full.

Witness my hand, this the 2nd day of September, A.D. 1947.

($5.50 U.S. Int Rev Stamps Can) Julia E. Vance.

THE STATE OF TEXAS,)
COUNTY OF TRAVIS.) Before me, the undersigned authority, on this day personally appeared Julia E. Vance, a feme sole, known to me to be the person whose name is subscribed to the foregoing instrument, and she acknowledged to me that she executed the same for the purposes and the consideration therein expressed.

Given under my hand and seal of office, this the 8th day of September, A.D. 1947.

(Notary Seal) G. H. Brush

Notary Public, Travis County, Texas.

Filed for record Sept. 8, 1947 at 4:15 P.M. ---- Recorded Sept. 11, 1947 at 8:20 A.M.

0 - - - - - - - - - - - - - - - - - 0

THE STATE OF TEXAS,)
COUNTY OF TRAVIS.) KNOW ALL MEN BY THESE PRESENTS:

That we, Paul A. Akers and wife, Marilyn B. Akers, of Travis County, Texas, for and in consideration of the sum of Ten and no/100 ($10.00) Dollars cash to us in hand paid by the Grantees hereinafter named, the receipt of which is hereby acknowledged, Have Granted, Sold, and Conveyed, and by these presents do Grant, Sell and Convey unto D. H. Andrews and wife, Osie Massey Andrews, of Travis County, Texas, all that certain tract or parcel of land lying and being situated in the County of Travis, in the State of Texas, and known and described as follows, towit:

Lot Number Seven (7) and the South half of Lot Number Eight (8), in Block Thirty-four (34) of Travis Heights Addition in the City of Austin, Travis County, Texas, according to the map or plat thereof of record in the Plat Records of Travis County, Texas, in Book 3, page 15;

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 above named, their heirs and assigns forever. And we do hereby bind ourselves, our heirs, executors and administrators to Warrant and Forever Defend all and singular the said premises unto the said Grantees, their heirs and assigns, against every person whomsoever, lawfully claiming or to claim the same, or any part thereof.

This deed is made in place of and as a deed of correction of a deed made by the Grantors herein to the Grantees herein dated August 12, 1946, recorded in Volume 817, at pages 314-315, of the Travis County Deed Records, which said deed recited that part of the consideration was secured to be paid, but in which said conveyance the consideration was cash paid and no lien, either express or implied, was retained or intended to have been retained.

Witness our hands, this the 3rd day of September, A.D. 1947.

Paul A. Akers

Marilyn B. Akers

THE STATE OF TEXAS,)
COUNTY OF TRAVIS.)

Before, me, the undersigned authority in and for said County and State, on this day personally appeared Paul A. Akers and wife, Marilyn B. Akers, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the said Marilyn B. Akers, wife of the said Paul A. Akers, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Marilyn B. Akers acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this 3rd day of September A.D. 1947.

(Notary Seal) W. H. Wentland

Notary Public in and for Travis County, Texas.

Filed for record Sept. 8, 1947 at 4:30 P.M.---- Recorded Sept. 11, 1947 at 8:45 A.M.

0 - - - - - - - - - - - - - - - - - - 0

THE STATE OF TEXAS,)
COUNTY OF TRAVIS.) KNOW ALL MEN BY THESE PRESENTS:

That we, C. W. Earney and wife, Anna Earney, of Travis County, Texas, for and in consideration of the sum of Seven Hundred and no/100 ($700.00) Dollars cash to us in hand paid by the Grantees hereinafter named, the receipt of which is hereby acknowledged and confessed, and for the payment of which no right or lien, express or implied, is retained; and the further consideration of the sum of Fifty-five Hundred and no/100 ($5500.00) Dollars secured to be paid in accordance with one certain promissory purchase money note of even date herewith executed by the Grantees herein, payable at our request to the order of General American Life Insurance Company, at its office in St. Louis, Missouri, on or before thirty (30) days after date, which company has this day advanced to us the face value of said note, which note bears interest from date at the rate of four per cent (4%) per annum, and provides for the usual accelerated maturity and attorney's fees in the event of default; Have Granted, Sold and Conveyed, and by these presents do grant, sell and convey unto Steve M. Clark and wife, Henrietta Elizabeth Clark, of Travis County, Texas, all that certain lot, tract or parcel of land lying and being situated in the City of Austin, Travis County, Texas, and known and described as follows, towit:

Lot Number Twenty-three (23) in Block Number Three (3), Skyland Terrace, in the City of Austin, Travis County, Texas, according to the map or plat of said Addition of record in Plat Book 3, at page 170, of the Travis County Plat Records, and being the same property conveyed to C. W. Earney by Annie Tannehill, a widow, by deed dated July 16, 1946, recorded in Volume 813, at page 309, of the Travis County Deed Records;

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 above named, their heirs or assigns, forever. And we do hereby bind ourselves, our heirs, executors and administrators to Warrant and Forever Defend, all and singular, the said premises unto the said Grantees, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject, however, to all restrictions and easements which are of record applicable to the property conveyed.

But it is expressly agreed and stipulated that the vendor's lien is retained against the above described property, premises and improvements until the indebtedness above mentioned and described, as evidenced by the hereinbefore described note, principal and interest, is

913/406

THE STATE OF TEXAS ()
COUNTY OF TRAVIS () KNOW ALL MEN BY THESE PRESENTS:

That we, D.H. Andrews and wife, Osie Massey Andrews, of Travis County, Texas, for and in consideration of the sum of Ten and No/100 ($10.00) Dollars, and other good and valuable consideration to us cash in hand paid by Alfred Crider and wife, Mattie Mae Crider, the receipt of all of which is hereby acknowledged and confessed, and for which no lien is retained, either express or implied; and the further consideration of the sum of Seven Thousand Two Hundred Fifty and No/100 ($7,250.00) Dollars evidenced by one certain promissory note of even date herewith, executed by the said Alfred Crider and wife, Mattie Mae Crider, payable at our request to the order of First Federal Savings and Loan Association of Austin, at Austin, Texas, on or before thirty (30) days after date, being for the principal sum of Seven Thousand Two Hundred Fifty and No/100 ($7,250.00) Dollars, and bearing interest at the rate of six (6%) per cent per annum, interest being due and payable at maturity of said note; said note contains the usual ten (10%) per cent attorney's fee clause in the event same is not paid when due and is placed in the hands of an attorney for collection or is collected through the bankruptcy, probate or other courts, and further reciting that same is secured by a vendor's lien on the hereinafter described property,

Have Granted, Sold and Conveyed, and by these presents do hereby Grant, Sell and Convey, unto the said Alfred Crider and wife, Mattie Mae Crider of Travis County, Texas, the following described property and premises situated in Travis County, Texas, to-wit:

Lot No. Seven (7) and the South half of Lot No. Eight (8) in Block Thirty-four (34) of Travis Heights Addition in the City of Austin, Travis County, Texas, according to the map or plat thereof of record in the Plat Records of Travis County, Texas, in Vol. 3, Page 15; and being the same property conveyed by Paul Akers et ux. to D.H. Andrews et ux., by deed dated August 12, 1946, and recorded in Vol. 817, Pages 205-06, of the Deed Records of Travis County, Texas, to which reference is here made for all pertinent purposes.

To have and to hold the above described property and premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto the said Alfred Crider and wife, Mattie Mae Crider their heirs and assigns, forever and we do hereby bind ourselves, our heirs, executors and administrators, to warrant and forever defend, all and singular, the said property and premises unto the said Alfred Crider and wife, Mattie Mae Crider their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

As further consideration herein, the said Grantees bind themselves to pay all taxes of every kind and character on the property hereinbefore described and conveyed as the same severally become due and payable during the existence of the herein described note with the express agreement that the Grantors are to pay all taxes up to and including 1947 and that the taxes for the year 1948 are to be pro rated between the parties as of the date of this deed; and the said Grantees further agree to keep the improvements on said property insured in some responsible insurance company or companies acceptable to the holder of the herein described note against loss by fire in the highest amount obtainable and against loss by cyclones, windstorms and tornadoes in the highest amount obtainable, and to have the policy or policies payable to the holder of said note as its interest may appear and to deposit such policy or policies with the holder of said note; and in case the said Grantees fail to pay the said taxes and insurance charges or any part thereof as the same severally become due and payable, then the holder of said note, at the option of such holder without being under legal obligation to do so, may pay such taxes and insurance

charges for and on account of the Grantees, and any such taxes and insurance charges paid by the holder of said note on said property shall, from the time of such payment constitute a debt against the said Grantees in favor of such holder paying the same for the amount so paid which shall bear interest from the time of such payment at the rate of six (6%) per cent per annum and the payment of such debt and interest shall also be secured by the lien retained in this deed.

But it is expressly stipulated and agreed that the vendor's lien is retained against the above described property and premises until the above described note and all interest thereon in favor of First Federal Savings and Loan Association of Austin is fully paid according to its face and tenor, effect and reading, when this deed shall become absolute; and it is understood that a release of the above described note executed by said Association, or any other legal holder thereof, shall operate as a complete release of the lien herein retained.

And for and in consideration of the sum of Seven Thousand Two Hundred Fifty and No/100 ($7,250.00) Dollars to us cash in hand paid by First Federal Savings and Loan Association of Austin, the receipt of which is hereby acknowledged and confessed, have Granted, Sold, Transferred and Assigned and by these presents do hereby Grant, Sell, Transfer and Assign, without recourse on us, unto First Federal Savings and Loan Association of Austin, its successors and assigns, the above described vendor's lien note, together with all and singular, the vendor's lien and all rights and titles equities and claims securing said note.

To have and to hold the above described note, together with the vendor's lien and all rights, titles, equities and claims securing said note unto First Federal Savings and Loan Association of Austin.

It is understood that the property herein conveyed is conveyed subject to all legal restrictions, conditions and covenants existing against same that are shown of record in the office of the County Clerk of Travis County, Texas.

In Testimony Whereof, witness our hands on this, the 1st day of October, 1948.

D.H. Andrews

Mrs. Osie Massey Andrews

$12.65 U.S. Int. Rev. Stamps Can.

THE STATE OF TEXAS ()

COUNTY OF TRAVIS () BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared Osie Massey Andrews, wife of D.H. Andrews known to me to be the person whose name is subscribed to the foregoing instrument, the said Osie Massey Andrews, wife of the said D.H. Andrews having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Osie Massey Andrews, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office on this, the 11th day of October, 1948.

Herman Jones

Notary Public, Travis County, Texas.

(Notary Seal)

THE STATE OF TEXAS ()

COUNTY OF TRAVIS () BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared D.H. Andrews, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 1st day of October, 1948.

Ruth Vance

Notary Public, Travis County, Texas.

(Notary Seal)

Filed for Record Oct. 12, 1948 at 4:15 P.M.---Recorded Oct. 13, 1948 at 11:05 A.M.

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THE STATE OF TEXAS ()

COUNTY OF TRAVIS () KNOW ALL MEN BY THESE PRESENTS:

That the United Builders, a corporation organized and existing under and by virtue of the laws of the State of Texas, with its principal place of business in the City of Austin, Travis County, Texas, for and in consideration of the sum of Ten and No/100 ($10.00) Dollars and other good and valuable consideration cash to it in hand paid by the Grantees hereinafter named, the receipt of which is hereby acknowledged and confessed, and for the payment of which no right or lien, express or implied, is retained, has Granted, Sold and Conveyed, and by these presents does Grant, Sell and Convey unto S.E. Teaff et ux. Mary F. Teaff, of Travis County, Texas, subject to the restrictions, covenants and conditions hereinafter referred to, all that certain tract or parcel of land lying and being situated in the City of Austin, Travis County, Texas, being the Westerly portion of Lot No. Eleven (11), in Block "D", Bluff View Addition, a subdivision in the City of Austin, Travis County, Texas, according to the map or plat thereof of record in Vol. 4, page 257, of Travis County Plat Records, to which reference is here made; and the Westerly portion of said Lot No. 11 hereby conveyed being described by metes and bounds as follows, to-wit:

Beginning at an iron stake at the most westerly corner of Lot No. 11, Block "D", Bluff View Subdivision, in the City of Austin, Texas, as recorded in Plat Book 4, Page 257, Travis County Plat Records; Thence with the westerly line of said Lot No. 11, N. 26° 30' E. 91.21 feet to an iron stake;

Thence with the northerly line of said Lot No. 11, S. 57° 03' E. 98.84 feet to an iron stake;

Thence across said lot No. 11, S. 12° 44' W. 86.60 feet to an iron stake;

Thence with the southerly line of said Lot No. 11 and the northerly line of Bluff Street N. 61° 34' W. 118.87 feet to the point of beginning, in accordance with survey made by Robert Coltharp, Prof. Eng.

To have and to hold the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantees above named, their heirs or assigns forever. And the said United Builders does hereby bind itself, its successors and assigns, to Warrant and Forever Defend all and singular the said premises unto the said Grantees, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof; provided, however, that this conveyance is given and accepted subject to all valid restrictive covenants and/or easements imposed upon the property herein conveyed as the same appear of record in the office of the County Clerk of Travis County, Texas.

The Grantor herein is to pay all taxes on the above described property for the years up to and including the year 1947, and taxes for the current year are to be assumed by the Grantees, the same having been prorated as of the date of this deed.

In Witness Whereof the United Builders has caused these presents to be signed by Barney F. Slaughter its Vice-President, thereunto duly authorized, attested by its Secretary, and its Common corporate seal to be hereunto affixed, this 7nd day of

M02/78

1130

THE STATE OF TEXAS §
COUNTY OF TRAVIS § KNOW ALL MEN BY THESE PRESENTS:

That we, Alfred Grider and wife, Matilda Mae Grider, of Travis County, Texas, for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration to us cash in hand paid by H. W. Thompson and wife, Betsy Ann Thompson, the receipt of which is hereby acknowledged and confessed, and for which no lien is retained, either express or implied;

HAVE GRANTED, SOLD AND CONVEYED, and by these presents; DO GRANT, SELL AND CONVEY unto the said H. W. Thompson and wife, Betsy Ann Thompson, of Travis County, Texas, the following described lot, tract or parcel of land situated in Austin, Travis County, Texas, and being more particularly described as follows, to-wit:

> Lot 7 and the South one-half (1/2) of Lot 8, Block 3, Travis Heights, an Addition to the City of Austin, Travis County, Texas, according to the map or plat thereof, recorded in Vol. 3, Page 15, Plat Records of Travis County, Texas.

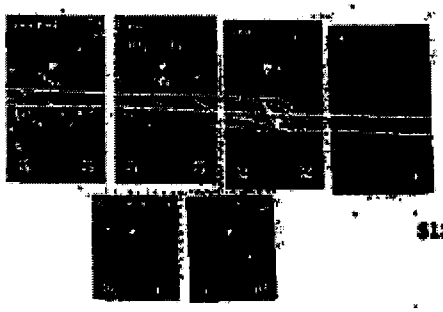
TO HAVE AND TO HOLD the said premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said H. W. Thompson and wife, Betsy Ann Thompson, their heirs and assigns forever.

And we do hereby bind ourselves, our heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said H. W. Thompson and wife, Betsy Ann Thompson, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness our hands this 4th day of December, A. D. 1950.

Alfred Grider
Alfred Grider

Matilda Mae Grider
Matilda Mae Grider



$13.20 U.S. Int. Rev. Stamps Can.

THE STATE OF TEXAS §

COUNTY OF TRAVIS §

Before me, the undersigned authority, on this day personally appeared Alfred Grider and wife, Mattie Mae Grider, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed; and the said Mattie Mae Grider, wife of Alfred Grider, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Mattie Mae Grider acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this 5 day of December, A. D. 1950.

County Clerk of Travis County, Texas

Filed for Record Dec. 5, 1950 at 4:15 P.M.
Recorded Dec. 7, 1950 at 1:30 P.M.

M02/80

TRAVIS COUNTY, TEXAS
VOL. 1220 PAGE 42

THE STATE OF TEXAS | KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF TRAVIS |

That we, H. W. Thompson and wife, Betsy Ann Thompson, of Travis County, Texas, for and in consideration of the sum of Ten and No/100ths Dollars ($10.00), and other good and valuable consideration to us in hand paid by Roy M. Head and wife, Bertha P. Head, the receipt of which is hereby acknowledged and confessed; and for the further consideration of the execution and delivery by Roy M. Head and wife, Bertha P. Head, to The A. W. Henderson Company of their certain promissory note in the amount of Eight Thousand Five Hundred and No/100ths Dollars ($8,500.00), with interest thereon at the rate of five per cent (5%) per annum from date, both principal and interest being payable monthly on the first day of each month in installments of Sixty-seven and 22/100ths Dollars ($67.22), including principal and interest, the first installment being due and payable on the first day of March, 1952, and a like installment on the first day of each month thereafter until said note, both principal and interest, is fully paid; and said note containing acceleration of maturity, attorney's fee, and prepayment clauses; and for the further consideration of the execution and delivery by Roy M. Head and wife, Bertha P. Head, of their certain promissory note in the principal sum of Five Hundred and No/100ths Dollars ($500.00), bearing interest at the rate of five per cent (5%) per annum, payable to the order of H. W. Thompson in monthly installments of Forty and No/100ths Dollars ($40.00), or more, each, on the fourth day of each month commencing on the fourth day of March, 1952, and a like installment on the fourth day of each month thereafter until said note is fully paid, and having the usual acceleration of maturity and attorney's fee clauses;

HAVE GRANTED, SOLD AND CONVEYED, and by these presents DO GRANT, SELL AND CONVEY unto the said Roy M. Head and wife, Bertha P. Head, of Travis County, Texas, all that certain lot, tract, or parcel of land, together with improvements thereon, situated in Austin, Travis County, Texas, and more particularly described as follows, to-wit:

> Lot 7 and the South one-half (½) of Lot 8, Block 34, Travis Heights, an Addition to the City of Austin, Travis County, Texas, according to the map or plat thereof, recorded in Vol. 2, page 15, Plat Records of Travis County, Texas.

M02/81

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Roy M. Head and wife, Bertha P. Head, their heirs and assigns forever.

And we do hereby bind ourselves, our heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Roy M. Head and wife, Bertha P. Head, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

But it is expressly agreed and stipulated that the vendor's lien and superior title are reserved and retained against the above described property together with the improvements thereon, until both of the above described notes and all interest thereon are fully paid according to their face, tenor, effect and reading, when this deed is to become absolute. And it is understood, agreed and stipulated by the grantors herein that the lien retained herein securing the above described note in the amount of Eight Thousand Five Hundred and No/100ths Dollars ($8,500.00), payable to the order of The A. W. Henderson Company, shall be a superior lien to that retained herein securing the above described note in the sum of Five Hundred and No/100ths Dollars ($500.00), payable to the order of H. W. Thompson, and it is also expressly understood that the lien retained herein to secure the above mentioned Five Hundred and No/100ths Dollars ($500.00) note payable to H. W. Thompson shall be a second, subordinate, and inferior lien to the lien retained herein securing said note in the amount of Eight Thousand Five Hundred and No/100ths Dollars ($8,500.00) payable to the order of The A. W. Henderson Company.

And for a valuable consideration to us in hand paid by The A. W. Henderson Company, The A. W. Henderson Company having advanced and paid to us $8,500.00 of the purchase money for the above described presises, the vendor's lien and superior title and all interest and equity reserved in this deed securing the payment of said note are here now transferred to The A. W. Henderson Company to secure the payment of said note and all interest, and attorney's fees provided for according to its terms and conditions.

TO HAVE AND TO HOLD the same unto The A. W. Henderson Company,

M02/82

its successors and assigns forever; subject only to the right of the grantees to pay said note and to receive a release therefor.

Witness our hands this 4th day of February, A. D. 1952.

H. W. Thompson
H. W. Thompson

Betsy Ann Thompson
Betsy Ann Thompson

$14.30 U. S. INT.
REV. STAMPS CAN.

THE STATE OF TEXAS
COUNTY OF TRAVIS

Before me, the undersigned authority, on this day personally appeared H. W. Thompson and wife, Betsy Ann Thompson, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Betsy Ann Thompson, wife of the said H. W. Thompson, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Betsy Ann Thompson, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this the 4th day of February, A. D. 1952.

Notary Public in and for Travis County, TEXAS

Filed for Record February 4, 1952 at 4:00 P.M.
Recorded February 5, 1952 at 11:15 A.M.

1454/259

THE STATE OF TEXAS #
COUNTY OF TRAVIS #

KNOW ALL MEN BY THESE PRESENTS:

That I, ROY M. HEAD, a widower, of Travis County, Texas, Individually and as Independent Executor of the Estate of BERTHA P. HEAD, Deceased, for and in consideration of the sum of TEN AND NO/100 ($10.00) DOLLARS and other valuable consideration cash to me in hand paid by the Grantee hereinafter named, the receipt of which is hereby acknowledged and confessed, and for the payment of which no right or lien, express or implied, is retained; and for and in consideration of the further sum of TEN THOUSAND AND NO/100 ($10,000.00) DOLLARS secured to be paid in accordance with that certain purchase money note, of even date herewith, executed by the Grantee herein, payable to the order of THE MUTUAL SAVINGS INSTITUTION, at Austin, Texas, the principal and interest of said note being payable in monthly installments as therein provided, and said note bearing interest as therein set out and providing for the usual attorney's fees and acceleration clause; and in addition to the vendor's lien herein retained said purchase money note is additionally secured by deed of trust, with power of sale, of even date herewith, to FRED C. MORSE, Trustee; HAVE GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto BOARD OF AMERICAN MISSIONS OF THE AUGUSTANA LUTHERAN CHURCH, a corporation, organized and existing under the laws of the State of Minnesota, with its homeoffice in Minneapolis, Minnesota, subject to restrictions and/or easements hereinafter referred to, all that certain tract or parcel of land lying and being situated in the County of Travis, in the State of Texas, and described as follows, to-wit:

> Lot No. Seven (7) and the South 1/2 of Lot No. Eight (8), in Block No. Thirty-Four (34), Travis Heights, an Addition to the City of Austin, Travis County, Texas, according to the map or plat thereof recorded in Vol. 3, Page 15, of the Plat Records of Travis County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee above named, its successors or assigns forever. And I do hereby bind myself, my heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming

or to claim the same, or any part thereof; PROVIDED, however, that this conveyance is hereby made subject to all valid restrictions and/or easements of record in Travis County, Texas, applicable to the property herein conveyed.

BUT, it is expressly agreed and stipulated that the vendor's lien is retained against the above described property, premises and improvements until the indebtedness above mentioned and described, as evidenced by the hereinbefore described note, principal and interest, is fully paid according to its face and tenor, effect and reading, when this deed shall become absolute; and a release of said lien by the holder thereof shall operate as a release of the lien herein retained.

The Grantor herein is to pay all taxes on the above described property for the years up to and including the year 1953, and taxes for the current year are to be assumed by the Grantees, the same having been prorated as of the date of this deed; and the Grantor is to pay the annual taxes, and in case of failure of the Grantor to pay said taxes, the holder of said note will have the option of either declaring said note due and payable, or paying said taxes on behalf on the Grantor herein and adding said amounts so paid to the amount of principal then due on said note, and said amount so added shall become as principal and bear the same rate of interest as said note, and the payment thereof being secured by the vendor's lien herein retained.

WITNESS MY HAND, this the 25th day of May, A. D. 1954.

$15.40 U.S. Int. Rev Stamps Cancelled

Roy H. Head

Roy H. Head, a widower, Individually and as Independent Executor of the Estate of Bertha P. Head, Deceased.

THE STATE OF TEXAS |
COUNTY OF TRAVIS | BEFORE ME, the undersigned authority, on this day personally appeared ROY M. HEAD, Individually and as Independent Executor of the Estate of BERTHA E. HEAD, deceased, known to me to be the person 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 capacities therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 27 day of May, A.D. 1954.

Notary Public, Travis County, Texas

Filed for Record May 27,1954, at 4:45 P.M.
Recorded June 1,1954, at 10:35 A.M.

M02/86

This Indenture, *Made this* 1st *day of* May, *19* 55, *between*

BOARD OF AMERICAN MISSIONS OF THE AUGUSTANA LUTHERAN CHURCH, a charitable, nonprofit

a corporation under the laws of the State of Minnesota, *party of the first part, and*

PRINCE OF PEACE EVANGELICAL LUTHERAN CHURCH, AUSTIN, a religious

a corporation under the laws of the State of Texas, *party of the second part,*

Witnesseth, *That the said party of the first part, in consideration of the sum of* ONE HUNDRED 00/100 ($1.00) DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATIONS ~~DOLLARS~~, *to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does hereby Grant, Bargain, Sell, and Convey unto the said party of the second part, its successors and assigns, Forever, all the tract* S *or parcel* s *of land lying and being in the County of* Travis *and State of* ~~Texas~~ Texas, *described as follows, to-wit:*

Lots No. Seven (7) and the South 1/2 of Lot No. Eight (8), Block No. Thirty-four (34), Travis Heights, An Addition to the City of Austin, Travis County, Texas, according to the map or plat thereof recorded in Vol. 3, Page 14, of the Plat Records of Travis County, Texas.

Subject, nevertheless, to a certain deed of trust, executed by the party of the first part, to Fred C. Jones, Trustee, dated February 24, 1954, to secure the payment of a Purchase Money Note of even date herewith, which note is partially secured by a vendor's lien retained in the general warranty deed from Ben H. Wood, a widower, to the party of the first part, which said party of the second part assumes and agrees to pay according to its terms.

To Have and to Hold the Same, *Together with all the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, to the said party of the second part, its successors and assigns, Forever. And the said*

party of the first part, for itself and its successors, does covenant with the said party of the second part, its successors and assigns, that it is well seized in fee of the lands and premises aforesaid, and has good right to sell and convey the same in manner and form aforesaid, and that the same are free from all incumbrances except as aforesaid.

TRAVIS COUNTY, TEXAS
VOL. 1573 PAGE 183A

And the above bargained and granted lands and premises, in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all persons lawfully claiming or to claim the whole or any part thereof, subject to incumbrances, if any, hereinbefore mentioned, the said party of the first part will Warrant and Defend.

In Testimony Whereof, *The said first party has caused these presents to be executed in its corporate name by its President and its* Secretary *and its corporate seal to be hereunto affixed the day and year first above written.*

BOARD OF AMERICAN MISSIONS
THE AUGUSTANA LUTHERAN CHURCH

In Presence of

Lorraine Olin
Jo Anne Bjerken

By C. O. Benjamin
Its President

Margaret Lerseson
Its Secretary

1573/183

M02/87

This Indenture, Made this 1st day of May, A.D. 1955,

BOARD OF AMERICAN MISSIONS OF THE AUGUSTANA LUTHERAN CHURCH, a charitable, non-profit corporation under the laws of the State of Minnesota, party of the first part, and PRINCE OF PEACE EVANGELICAL LUTHERAN CHURCH, AUSTIN, a religious corporation under the laws of the State of Texas, party of the second part.

Witnesseth, That the said party of the first part, in consideration of the sum of ONE AND 00/100 ($1.00) DOLLAR AND OTHER GOOD AND VALUABLE CONSIDERATIONS, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does hereby Grant, Bargain, Sell, and Convey unto the said party of the second part, its successors and assigns Forever, all the estate, or parcel of land being and being in the County of Travis and State of Texas, described as follows, to-wit:

Lot No. Seven (7) and the South 1/2 of Lot No. Eight (8), in Block No. Thirty-four (34), Travis Heights, An Addition to the City of Austin, Travis County, Texas, according to the map or plat thereof recorded in Vol. 3, Page 15, of the Plat Records of Travis County, Texas.

Subject, nevertheless, to a certain deed of trust, executed by the party of the first part, to Fred C. Morse, Trustee, dated February 25, 1954, to secure the payment of a Purchase Money Note of even date therewith, which note is primarily secured by a vendor's lien retained in the Warranty Deed from Roy H. Mead, a widower, to the party of the first part, which said party of the second part assumes and agrees to pay according to its terms.

To Have and to Hold the Same, Together with all the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, to the said party of the second part, its successors and assigns, Forever, And the said party of the first part, for itself and its successors, does covenant with the said party of the second part, its successors and assigns, that it is well seized in fee of the lands and premises aforesaid, and has good right to sell and convey the same in manner and form aforesaid, and that the same are free from all incumbrances except as aforesaid.

TRAVIS COUNTY, TEXAS
VOL. 1513 PAGE 183B

And the above bargained and granted lands and premises, in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all persons lawfully claiming or to claim the whole or any part thereof, subject to encumbrances, if any, hereinbefore mentioned, the said party of the first part will Warrant and Defend.

In Testimony Whereof, The said first party has caused these presents to be executed in its corporate name by its President and its Secretary and its corporate seal to be hereunto affixed the day and year first above written.

BOARD OF AMERICAN MISSIONS OF THE AUGUSTANA LUTHERAN CHURCH

By C. O. Benghiga
Its President

Margaret Swanson
Its Secretary

In Presence of
Rosalyn Olson
Jo Ann Gunnar

M02/88

184 **State of Minnesota,** } ss.

County of HENNEPIN

On this 2nd day of May, 19 55, before me, a Notary Public within and for said County, personally appeared C. O. Bengtson and Dagney Swanson to me personally known, who, being each by me duly sworn did say that they are respectively the President and the Secretary of the corporation named in the foregoing instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of and said C. O. Bengtson and Dagney Swanson acknowledged said instrument to be the free act and deed of said corporation.

Mabel P. Stein

Notary Public Hennepin County, Minn.

My commission expires September 30, 1959

TRAVIS COUNTY, TEXAS
VOL. 1573 PAGE 184

Filed for Record May 31, 1955 at 9:30 A.M. Recorded June 1, 1955 at 8:30 A.M.

Minnesota Form No. 8.

Doc. No. 36

WARRANTY DEED

Corporation to Corporation

BOARD OF AMERICAN MISSIONS

AUGUSTANA LUTHERAN CHURCH

TO

PRINCE OF PEACE VALLEY VIEW

LUTHERAN CHURCH, Austin, Texas.

Office of Register of Deeds,
State of Minnesota,

County of
I hereby certify that the within Deed was filed in this office for record on the day of 19 at o'clock M., and was duly recorded in Book of Deeds, page

Register of Deeds.

By Deputy.

Taxes for the year 19 on the lands described within, paid this day of 19

MAY 31 County Treasurer.

By Deputy.

Certificate paid and entered this 19

County Auditor.

By Deputy.

Erwin K. Tate
1512 So. Eng. 1 oc

Recording Fee $3.30

M02/89

[illegible]

COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS: That the Prince of Peace Evangelical Lutheran Church, Austin, Texas, a corporation duly organized and existing under and by virtue of the laws of the State of Texas, with its principal place of business in the City of Austin, Travis County, Texas, for and in consideration of the sum of Ten Dollars ($10.00) cash, and other valuable consideration to it in hand paid by Grantee(s) hereinafter named, the receipt of which is hereby acknowledged and confessed, and for payment of which no lien, expressed or implied, is retained, and the sum of Ten Thousand Six Hundred Fifty and no/100 ---------- DOLLARS ($ 10,650.00), secured to be paid in accordance with one certain purchase money promissory note of even date herewith, executed by Grantee(s), payable to the order of First Austin Company for the principal sum above set out, said note bearing interest at the rate of Five & Three-FourthsPer Cent (5-3/4 %) per annum, both principal and interest payable in monthly installments of Sixty-Seven and 10/100 ------- Dollars ($ 67.10) each, including interest, the first of such installments being due on the 1st day of April , 1960 , and a like installment being due on or before the 1st day of each month thereafter until said note, both principal and interest, has been paid in full, and providing the usual provisions for accelerated maturity and attorney's fees in case of default, and said note being additionally secured by a deed of trust of even date therewith executed by Grantee(s) herein to W. H. BULLARD, Trustee, of Travis County, Texas, conveying the hereinafter described property to said Trustee for the use and benefit of First Austin Company , payee of said note, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY, unto

Leslie W. Moody, Jr. and wife, Mary F. Moody,

Grantee(s) of Travis County, Texas, all that certain lot, tract or parcel of land lying and being situated in the County of Travis, State of Texas, known and described as follows, to-wit:

Lot No. 7, and the South 25 feet of Lot No. 8, Block No. 34, in Travis Heights, an addition to the City of Austin, Travis County, Texas, according to the map or plat of record in Vol. 3, Page 15, Travis County Plat Records.

28p

2145/130

M02/90

[illegible]

[illegible]

[illegible] Mary F. Moody, [illegible] heirs and assigns, [illegible] Prince of Peace Evangelical Lutheran Church does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the said premises unto the said

Leslie W. Moody, Jr. and wife, Mary F. Moody, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

But it is expressly agreed and stipulated that the vendor's lien is retained against the above described property, premises and improvements, until the indebtedness above mentioned and described, as evidenced by the hereinabove described note, both principal and interest is fully paid according to its face and tenor, effect and reading, when this deed shall become absolute; and Prince of Peace Evangelical Lutheran Church, for value received from First Austin Company which company has this day advanced to it the face value of said note, has transferred and assigned, and by these presents does transfer and assign unto said First Austin Company the vendor's lien herein retained, together with all rights, equities and superior title thereto securing the payment of said note, as above described, but without recourse.

EXECUTED this 24th day of February 1960

PRINCE OF PEACE EVANGELICAL LUTHERAN CHURCH

By: Ray Challstrom
Ray Challstrom, President of the Board of Trustees

ATTEST:

Secretary

By: Arthur Munson
Arthur Munson, Secretary of the Board of Trustees

$42.10 U.S. INT. REV. STAMPS CANCELLED

THE STATE OF TEXAS

COUNTY OF TRAVIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Ray Challstrom & Arthur Munson known to me to be the persons and officers whose names are subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the said Prince of Peace Evangelical Lutheran Church, and that they executed the same was the act of such religious corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 24th day of February 1960.

Norma G. Hillock
Notary Public in and for Travis County, Texas.

M02/91

COUNTY OF TRAVIS

KNOW ALL MEN BY THESE PRESENTS: That we,

LESLIE W. MOODY, JR., and wife, MARY F. MOODY

of Travis County, Texas, for and in consideration of the sum of Ten Dollars ($10.00) cash, and other valuable consideration to us in hand paid by LESLIE W. MOODY and wife, DONNA MOODY of Travis County, Texas, the receipt of which is hereby acknowledged and confessed, and for payment of which no lien, expressed or implied, is retained, except as hereinafter set out, have (has) GRANTED, SOLD and CONVEYED, and by these presents do(es) GRANT, SELL and CONVEY unto said LESLIE W. MOODY and wife, DONNA MOODY of Travis County, Texas, all that certain lot, tract or parcel of land lying and being situated in the City of Austin, Travis County, Texas, known and described as follows, to-wit:

Lot No. 7, and the South 25 feet of Lot No. 8, Block No. 34, in Travis Heights, an addition to the City of Austin, Travis County Texas, according to the map or plat of record in Volume 3, Page 15, Travis County Plat Records.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said LESLIE W. MOODY and wife, DONNA MOODY, their heirs and assigns, forever; and we, LESLIE W. MOODY, JR., and wife, MARY F. MOODY do(es) hereby bind ourselves, our heirs and assigns to warrant and forever defend all and singular the said premises unto the said LESLIE W. MOODY and wife, DONNA MOODY, their heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

PROVIDED AND EXCEPT, HOWEVER, that the conveyance herein made is subject to and Grantee(s) expressly assume(s) the payment of a certain vendor's lien and deed of trust lien, which are now an encumbrance upon said land, both to secure the payment of one certain promissory note in the original principal sum of $10,650.00, and presently unpaid balance of $ 10,187.96, dated February 24, 1960, payable to the order of FIRST AUSTIN COMPANY due in monthly installments of $67.10 each, including interest at the rate of 5-3/4 % per annum, the next installment being due July 1, 1962 and a like installment being due on the 1st day of each month thereafter, until said note, both principal and interest, has been paid in full, and containing usual provisions for accelerated maturity and attorney's fees in case of default, said note being the identical note described in a warranty deed dated February 24, 1962, recorded in Vol. 2145, Pages 130, et seq.

M02/92

Deed Records of Travis County, Texas, and additionally secured by a deed of trust bearing even date therewith, recorded in Vol. 2153, Pages 242, et seq., Deed of Trust Records of Travis County, Texas, to which records reference is here made for a more particular description of said note and the liens securing same.

Witness our hands this 1st day of June, 195~~X~~ 62

LESLIE W. MOODY, JR.

MARY F. MOODY

$ 1.10 U.S. INT. REV. STAMPS CANCELLED

THE STATE OF TEXAS

COUNTY OF TRAVIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared LESLIE W. MOODY, JR. and wife, MARY F. MOODY both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said MARY F. MOODY wife of the said LESLIE W. MOODY, JR. having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said MARY F. MOODY declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 4th day of June, 19~~X~~ 62

Sandra Bridwell
Notary Public in and for Travis County, Texas.

THE STATE OF TEXAS

COUNTY OF TRAVIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this day of 195 .

Notary Public in and for Travis County, Texas.

sfb Filed June 5 1962 at 10 20 A.M.
Recorded June 7 1962 at 10 30 A.M.

M02/93

THE STATE OF TEXAS

COUNTY OF TRAVIS

AUG 31-70 238 * 2.50

2 50

32-3096

KNOW ALL MEN BY THESE PRESENTS: That

we, LESLIE W. MOODY and wife, DONNA MOODY,

of Kerr County, Texas, for and in consideration of the sum of Ten Dollars ($10.00) cash, and other valuable consideration to us in hand paid by LYMAN E. PRESTON and wife, MARGARET L. PRESTON, of Travis County, Texas, the receipt of which is hereby acknowledged and confessed, and for payment of which no lien, expressed or implied, is retained, except as hereinafter set out, have (has) GRANTED, SOLD and CONVEYED, and by these presents do(es) GRANT, SELL and CONVEY unto said

LYMAN E. PRESTON and wife, MARGARET L. PRESTON,

of Travis County, Texas, all that certain lot, tract or parcel of land lying and being situated in the City of Austin, Travis County, Texas, known and described as follows, to-wit:

Lot Seven (7), and the South Twenty-five Feet (S. 25') of Lot Eight (8), Block Thirty-four (34), in Travis Heights, an addition in the City of Austin, Travis County, Texas, according to the map or plat thereof of record in Book 3, Page 15, Travis County Plat Records.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said

LYMAN E. PRESTON and wife, MARGARET L. PRESTON, their heirs and assigns, forever; and we, the Grantors herein, do(es) hereby bind ourselves, our heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said

LYMAN E. PRESTON and wife, MARGARET L. PRESTON, their heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof, subject to all easements and restrictions of record.

PROVIDED AND EXCEPT, HOWEVER, that the conveyance herein made is subject to and Grantee(s) expressly assume(s) the payment of a certain vendor's lien and deed of trust lien, which are now an encumbrance upon said land, both to secure the payment of one certain promissory note in the original principal sum of $ 10,650.00 , and presently unpaid balance of $7,908.05 , dated February 24, 1960, , payable to the order of

FIRST AUSTIN COMPANY

due in monthly installments of $ 67.10 each, including interest at the rate of 5 3/4 % per annum, the next installment being due September 1, 1970, and a like installment being due on the 1st day of each month thereafter, until said note, both principal and interest, has been paid in full, and containing usual provisions for accelerated maturity and attorney's fees in case of default, said note being the identical note described in a warranty deed dated February 24, 1960 , recorded in Vol.2145 , Pages 130 , et seq.,

52p
fb

32-3097

Deed Records of Travis County, Texas, and additionally secured by a deed of trust bearing even date therewith, recorded in Vol. 2153 , Pages 242 , et seq., Deed of Trust Records of Travis County, Texas, to which records reference is here made for a more particular description of said note and the liens securing same.

EXECUTED this 28th day of August 1970.

Leslie W. Moody

Leslie W. Moody

Donna Moody

Donna Moody

THE STATE OF TEXAS

COUNTY OF TRAVIS

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared
LESLIE W. MOODY and wife, DONNA MOODY,
known to me to be the person(s) whose name(s) is subscribed to the foregoing instrument, and acknowledged to me that the y executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this day of August, 19 70.

NOTARY SEAL

NOTARY PUBLIC, TRAVIS COUNTY, TEXAS.

THE STATE OF TEXAS

COUNTY OF TRAVIS

BEFORE ME, the undersigned, a Notary Public, in and for said County and State, on this day personally appeared
known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said
a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this day of _____, 19 .

NOTARY PUBLIC, TRAVIS COUNTY, TEXAS.

M02/95

32-3098

FILED

Aug 31 8 00 AM '70

EMILIE LIMBERG
COUNTY CLERK
TRAVIS COUNTY, TEXAS

STATE OF TEXAS COUNTY OF TRAVIS

I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me; and was duly RECORDED, in the Volume and Page of the named RECORDS of Travis County, Texas, as Stamped hereon by me, on

AUG 31 1970

Emilie Limberg
COUNTY CLERK
TRAVIS COUNTY, TEXAS

3920 103

M02/96

03-906826 ML/SK

2

WD 2009110579

2 PGS

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

TRAVIS

GENERALWARRANTY DEED

Margaret L. Preston, of Travis County, Texas ("Grantor"), for the consideration hereinafter stated, does GRANT, SELL, AND CONVEY unto Eric J. Behrens, a single person, of Travis County, Texas ("Grantee"), the following described real property, together with all improvements thereon, situated in Travis County, Texas (the "Property"):

> Lot 7 and the South Twenty-Five (25) feet of Lot 8, Block 34, of TRAVIS HEIGHTS, an Addition in Travis County, Texas, according to the map or plat thereof, recorded in Book 3, Page 15, of the Plat Records of Travis County, Texas.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, Grantee's heirs and assigns, forever.

And Grantor does hereby bind Grantor, Grantor's heirs, executors and administrators, to WARRANT AND FOREVER DEFEND, all and singular, the Property unto Grantee, Grantee's heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, subject however, to all restrictions, easements and mineral reservations, if any, which are of record applicable to the Property. Grantee assumes the responsibility for the payment of the 2009 ad valorem taxes and all subsequent ad valorem taxes assessed against the Property.

$10.00 and other valuable consideration paid to Grantor for which no lien either express or implied is retained.

Grantee's Mailing Address: 1816 Kenwood Avenue
Austin, Texas 78704

Executed this 29th day of June, 2009.

GRANTOR:

Margaret L. Preston

Margaret L. Preston

Austin Data, Inc. GR ADI16000 TR 2009110579.001

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 29th day of June, 2009, by Margaret L. Preston.

MARIE LOVE
Notary Public, State of Texas
My Commission Expires
MAY 4, 2013

Notary Public - State of Texas
Print Name: MARIE LOVE
My commission expires: 5/4/13

After Recording Return To:
Eric Behrens
1816 Kenwood Avenue
Austin, Texas 78704

FILED AND RECORDED
OFFICIAL PUBLIC RECORDS
2009 Jul 01 03:40 PM 2009110579
PEREZTA $20.00
DANA DEBEAUVOIR COUNTY CLERK
TRAVIS COUNTY TEXAS

M02/98

WD 2010048254
2 PGS

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

CORRECTION GENERAL WARRANTY DEED

Margaret L. Preston, of Travis County, Texas ("Grantor"), for the consideration hereinafter stated, does GRANT, SELL, AND CONVEY until Eric G. Behrens, a single person, of Travis County, Texas ("Grantee"), the following described real property, together with all improvements thereon, situated in Travis County, Texas (the "Property"):

> Lot 7 and the South Twenty-Five (25) feet of Lot 8, Block 34, of TRAVIS HEIGHTS, an Addition in Travis County, Texas, according to the map or plat thereof, recorded in Book 3, Page 15, of the Plat Records of Travis County, Texas.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, Grantee's heirs and assigns, forever.

And Grantor does hereby bind Grantor, Grantor's heirs, executors and administrators, to WARRANT AND FOREVER DEFEND, all and singular, the Property unto Grantee, Grantee's heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, subject however, to all restrictions, easements and mineral reservations, if any, which are of record applicable to the Property. Grantee assumes the responsibility for the payment of the 2009 ad valorem taxes and all subsequent ad valorem taxes assessed against the Property.

$10.00 and other valuable consideration paid to Grantor for which no lien either express or implied is retained.

This Correction Warranty Deed is made in place of and to correct the General Warranty Deed (the "Prior Deed") executed by Grantor, dated June 29, 2009, recorded as Document No. 2009110579 of the Official Public Records of Travis County, Texas. By error and mistake, the Property was conveyed to ERIC J. BEHRENS instead of the Grantee herein named. This Correction General Warranty Deed is made by Grantor and accepted by Grantee to correct said mistake and to replace the Prior Deed in its entirety with this Correction General Warranty Deed.

Grantee's Mailing Address: 1816 Kenwood Avenue
Austin, Texas 78704

Executed this 7th day of April, 2010.

GRANTOR:

Margaret L. Preston

Margaret L. Preston

THE STATE OF TEXAS §
§
COUNTY OF TRAVIS §

This instrument was acknowledged before me on the 7th day of April, 2010, by Margaret L. Preston.

AUSTIN JONES
My Commission Expires
August 14, 2013

Austin Jones
Notary Public - State of Texas
Print Name: Austin Jones
My commission expires: Aug. 14, 2013

After Recording Return To:
Eric Behrens
1816 Kenwood Avenue
Austin, Texas 78704

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Dana DeBeauvoir

2010 Apr 08 12:26 PM 2010048254

GONZALESM $20.00

DANA DEBEAUVOIR COUNTY CLERK

TRAVIS COUNTY TEXAS

Thrower Design
510 S. Congress Avenue, Ste. 207
P. O. Box 41957
Austin, Texas 78704
(512) 476-4456

May 15, 2017

Board of Adjustments
C/O Leane Heldenfels
City of Austin
PO Box 1088
Austin, Texas 78767

RE: Board of Adjustment, 1814, 1816, 1820 Kenwood Avenue

Members of the Board,

This firm represents the Owner of the property for the above referenced addresses located in the Travis Heights Neighborhood. The properties subject to this case consist of lots 7, 8, 9, 10 of Block 34 of the Travis Heights Subdivision, recorded in recorded in 1913. These 4 lots have only ever been developed as 3 single-family homes, each with a rear accessory structure.

While the properties have always existed in the configuration of 4 lots, according to deed history, ownership lines have not followed the plat lines since 1930 when the first house and accessory structure was built straddling two of the lots, now known as 1816 Kenwood Avenue. Similarly, 1820 Kenwood Avenue was built in 1947 straddling two lots. Improvements at 1814 Kenwood Avenue were built in 1950. The ownership lines of the three addresses have existed in this configuration, built atop lot lines and with accessory structures located in the present-day building setback areas.

The scenario is unique in that ownership and construction typically follows lot lines. Memorializing the ownership lines of the properties requires an amended plat to create 3 lots from the long standing, 4-lot configuration. However, the accessory structures challenge the approval of the amended plat since they are located within the rear and side-yard setbacks. Without an amended plat, future ownership transactions will be encumbered for these properties.

A successful variance to the rear and side-yard setbacks will allow the accessory structures to be maintained in the original, historic configuration on the lots with the amended plat.

We respectfully request a favorable review by the Board of Adjustment to allow for a variance in this scenario. Doing so will help maintain the character that the Travis Heights Neighborhood has known for decades.

Should you have any questions or need additional information, please contact me at my office.

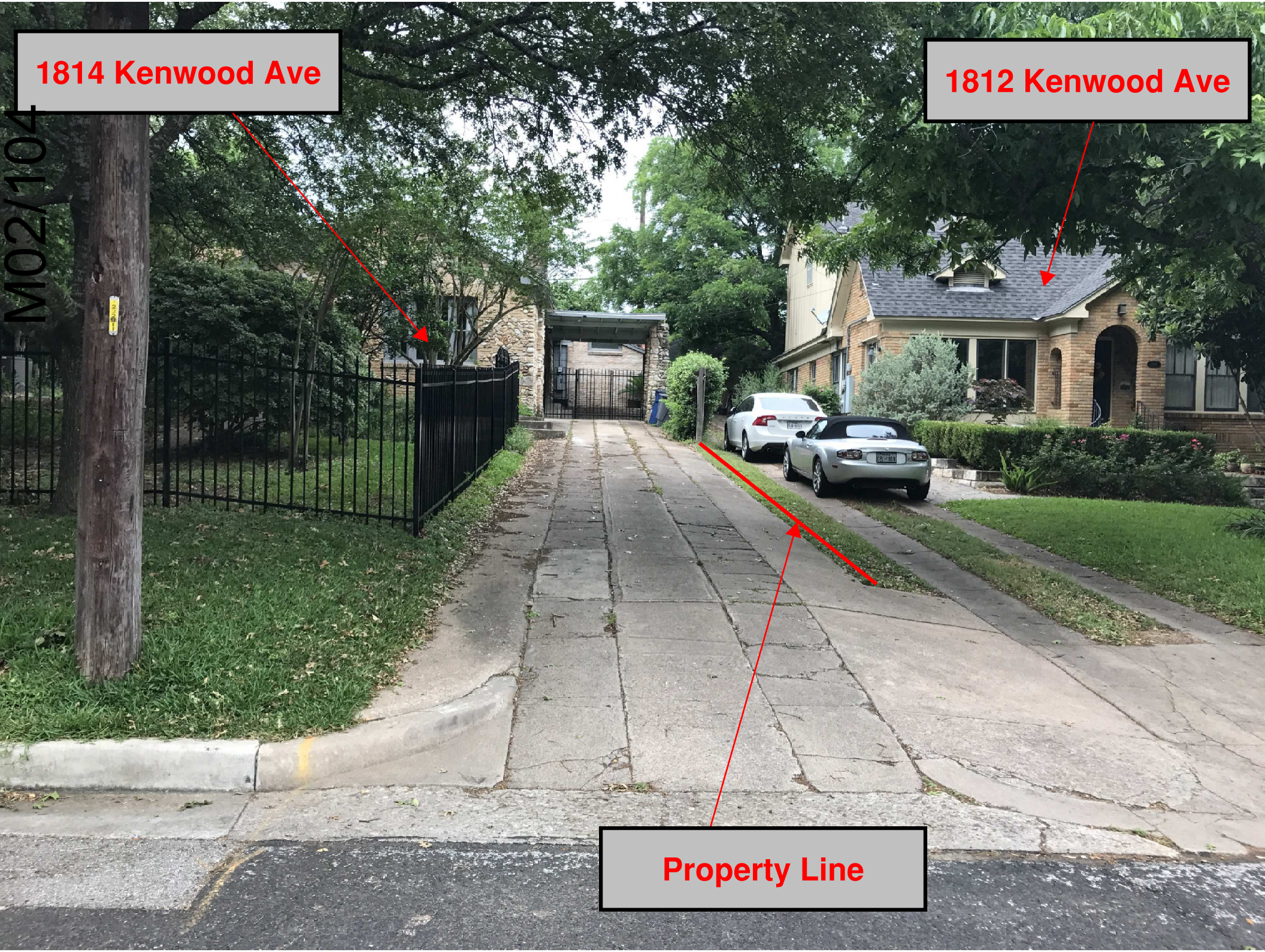
Sincerely,

A. Ron Thrower

1814 Kenwood Ave - Facade / East elevation

M02/102

1814 Kenwood Ave -
south elevation
M02/103



M02/104

M02/105

M02/106