



First American

Commitment

Commitment For Title Insurance T-7

ISSUED BY

First American Title Insurance Company

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

We FIRST AMERICAN TITLE INSURANCE COMPANY will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

Countersigned at Houston, Texas

BY:

A handwritten signature in black ink, appearing to read "Jan Ruiz". The signature is written in a cursive style with a large, prominent loop at the beginning.

Jan Ruiz

TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title. The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad. El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y enterarlo completamente antes de la fecha para finalizar su transacción.

Your Commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

- **MINERALS AND MINERAL RIGHTS** may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- **EXCEPTIONS** are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.
- **EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.
- **CONDITIONS** are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-888-632-1642 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.
- Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.
2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.



First American

Commitment For Title Insurance T-7

ISSUED BY

First American Title Insurance Company

SCHEDULE A

Effective Date: **June 16, 2017** at 7:00 a.m.

GF No. **NCS-854888TX1-PHX1**

Commitment No. **NCS-854888TX1-PHX1**, issued **July 20, 2017**, at 7:00 a.m.

1. The policy or policies to be issued are:
 - (a) OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
(Not applicable for improved one-to-four family residential real estate)
Policy Amount: \$TBD
PROPOSED INSURED: To Be Determined
 - (b) TEXAS RESIDENTIAL OWNER POLICY OF TITLE INSURANCE
ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
Policy Amount: \$
PROPOSED INSURED:
 - (c) LOAN POLICY OF TITLE INSURANCE (Form T-2)
Policy Amount: \$
PROPOSED INSURED:
Proposed Borrower:
 - (d) TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
Policy Amount \$
PROPOSED INSURED:
Proposed Borrower:
 - (e) LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
Binder Amount: \$
PROPOSED INSURED:
Proposed Borrower:
 - (f) OTHER
Policy Amount: \$
PROPOSED INSURED:
2. The interest in the land covered by this Commitment is: **Fee Simple**
3. **Record title to the land on the Effective Date appears to be vested in: Spirit Master Funding III, LLC, a Delaware limited liability company**
4. Legal description of land: LOT 3C, ED WOODALL SUBDIVISION NO. 3 (A REPLAT OF LOT 3A, ED WOODALL SUBDIVISION NO. 3 AND LOT 3, ED WOODALL SUBDIVISION NO. 2), AN ADDITION TO THE CITY OF WICHITA FALLS, WICHITA COUNTY, TEXAS, ACCORDING TO PLAT OF RECORD IN **VOLUME 26, PAGE 738**, WICHITA COUNTY PLAT RECORDS.

NOTE: THE COMPANY IS PROHIBITED FROM INSURING THE AREA OR QUANTITY OF THE LAND DESCRIBED HEREIN. ANY STATEMENT IN THE ABOVE LEGAL DESCRIPTION OF THE AREA OR QUANTITY OF LAND IS NOT A REPRESENTATION THAT SUCH AREA OR QUANTITY IS CORRECT, BUT IS MADE ONLY FOR INFORMATIONAL AND/OR IDENTIFICATION PURPOSES AND DOES NOT OVERRIDE ITEM 2 OF SCHEDULE B HEREOF.



First American

SCHEDULE B

Commitment For Title Insurance T-7

ISSUED BY

First American Title Insurance Company

G.F. No. or File No. **NCS-854888TX1-PHX1**

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below:
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
 - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
 - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
 - c. to filled-in lands, or artificial islands, or
 - d. to statutory water rights, including riparian rights, or
 - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

(Applies to the Owner's Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year 2017, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2017 and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a Binder is issued.)

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only). Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters:
 - a. An undivided mineral interest reserved as more fully described in deed from G. F. Ray, Jr. et al, to El Chico Realty Corporation, recorded December 17, 1986 in [Volume 1448, Page 729](#), Wichita County Deed Records.
 - b. Easement for Drainage and Utility from Harlan Ray et al, to City of Wichita Falls, dated September 13, 1968, recorded in [Volume 1066, Page 657](#), Wichita County Deed Records.
 - c. All leases, grants, exceptions or reservation of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the public records whether listed in Schedule B or not, there may be leases, grants, exceptions or reservations of mineral interest that are not listed.
 - d. Any claim that the title is subject to a trust or lien created under the perishable Agricultural Commodities Act, 1930 (7 U.S.C. §§181 ET SEQ.) or under similar state laws.
 - e. Right of way to Texas Electric Service Company dated February 17, 1979, recorded in [Volume 763, Page 537](#), Wichita County Deed Records.
 - f. Right of way to Wichita County Water District No. 6, dated December 14, 1959, recorded in [Volume 799, Page 227](#), Wichita County Deed Records.
 - g. Right of way to Wichita County Water District No. 6, dated December 25, 1959, recorded in [Volume 799, Page 455](#), Wichita County Deed Records.
 - h. Easement to Texas Electric Service Company, dated September 20, 1950, recorded in [Volume 541, Page 337](#), Wichita County Deed Records.
 - i. A 25 foot Building Limit line across the East and West property lines, as per recorded plat in [Volume 26, Page 738](#), Wichita County Plat Records.
 - j. A 10 foot Utility Easement running across the East and West property lines, as shown per recorded plat in [Volume 26, Page 738](#), Wichita County Plat Records.
 - k. A 15 foot Utility Easement running across the North and South property lines, as shown per recorded plat in [Volume 26, Page 738](#), Wichita County Plat Records.
 - l. A 60 foot Drainage & Utility Easement across the subject property, as shown per recorded plat in [Volume 26, Page 738](#), Wichita County Plat Records.
 - m. Rights of parties in possession.
 - n. All visible and apparent easements on or across the subject property, the existence of which does not appear of record.

"Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land."

(Note: Upon receipt of a survey acceptable to company, this exception will be deleted. Company reserves the right to add additional exceptions per its examination of said survey.)

Owner Policy:

Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the Insured against loss, if any, sustained by the Insured under this policy if such liens have been filed with the County Clerk of Wichita County, Texas prior to the date hereof.

Liability hereunder at the date is limited to \$_____. Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the Insured as improvements at the time the loss occurs. Any expenditures made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed provision of this policy.

(Owner policy only)

(Exception may be deleted if proposed transaction does not include cost of contemplated improvements, construction or repairs).

Loan Policy:

Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the Insured against loss, if any, sustained by the Insured under this Policy if such liens have been filed with the County Clerk of Wichita County, Texas, prior to the date hereof.

Pending disbursement of the full proceeds of the loan secured by the lien instrument set forth under Schedule A hereof, this policy insures only to the extent of the amount actually disbursed, but increases as each disbursement is made in good faith and without knowledge of any defects in, or objections to, the title up to the face amount of the policy. Nothing contained in this paragraph shall be construed as limiting any exception under Schedule B, or any printed provision of this policy.

(Loan policy only)

(Exception may be deleted if proposed transaction does not include cost of contemplated improvements, construction or repairs and loan proceeds are fully disbursed).



First American

SCHEDULE C

Commitment For Title Insurance T-7

ISSUED BY

First American Title Insurance Company

G.F. No. or File No. **NCS-854888TX1-PHX1**

Your Policy will not cover loss, costs, attorney's fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
 - no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
 - all standby fees, taxes, assessments and charges against the property have been paid,
 - all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers, and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
 - there is legal right of access to and from the land,
 - (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated February 26, 2007, filed March 7, 2007, executed by Spirit Master Funding III, LLC, a Delaware limited liability company to William Z. Fairbanks, Jr., Esquire, as Trustee securing CitiBank, N.A. in the payment as therein contained and other indebtedness, if any, recorded in [Volume 3084, Page 85](#), Official Public Records of Wichita County, Texas.
6. Require corporate resolution approving subject transaction and identifying parties authorized to execute documents.
7. Require verification that corporation is in Good Standing with the Secretary of State.
8. For chain of title purposes only: Special Warranty Deed dated February 26, 2007, filed March 7, 2007, executed by CRIDOM-III ELCH, LLC to Spirit Master Funding III, LLC, a Delaware limited liability company, recorded in [Volume 3084, Page 75](#), Official Public Records of Wichita County, Texas.



First American

Commitment For Title Insurance T-7

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First American Title Insurance Company

SCHEDULE D

The following Disclosures are made pursuant to Procedural Rule P-21 promulgated by the Texas Department of Insurance.

1. The following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment

UNDERWRITER: First American Title Insurance Company, a Nebraska Corporation.

Shareholder owning or controlling, directly or indirectly, ten percent or more of the shares of the Underwriter: First American Title Insurance Company is a wholly owned subsidiary of First American Financial Corporation, a public company formed in Delaware.

Directors: Dennis J. Gilmore, Christopher M. Leavell, Jeffrey S. Robinson, Mark E. Seaton, Ellen C. Albrecht

Officers: President, Chief Executive Officer: Dennis J. Gilmore; Senior Vice President, Secretary: Jeffrey S. Robinson; and Chief Financial Officer: Mark E. Seaton

2. The following disclosures are made by the Title Insurance Agent issuing this Commitment:

AGENT: First American Title Insurance Company (Direct Operation)

Shareholder, owner, partner or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent:
First American Financial Corporation 100%

Shareholder, owner, partner or other person having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent:

NONE

If the Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors:

If the Title Insurance Agent is a corporation, the following is a list of its officers:

Robert C. Sherman, Vice President; Brian J. Watts, Vice President

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium* is:

Owner's Policy	\$TBD
Loan Policy	\$TBD
Endorsement Charges	\$TBD
Other	\$TBD
Total	\$TBD

Of this total amount \$_____ (or 15 %) will be paid to the policy issuing Title Insurance Company; \$_____ (or %) will be retained by the Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

Amount	To Whom	For Service
\$_____ (or 25 %)	Landmark Title Company	Title Evidence
\$_____ (or _____ %)	_____	_____
\$_____ (or _____ %)	_____	_____

** The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance."



FIRST AMERICAN TITLE INSURANCE COMPANY

Commitment for Title Insurance Form (T-7)

DELETION OF ARBITRATION PROVISION

(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

SIGNATURE

DATE



First American

Important Notice

ISSUED BY

First American Title Insurance Company

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call First American Title Insurance Company's toll-free telephone number for information or to make a complaint at:

1-888-632-1642

You may also write to First American Title Insurance Company at:

**1 First American Way
Santa Ana, California 92707**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

*P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov*

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact First American Title Insurance Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener información o para presentar una queja:

Usted puede llamar al número de teléfono gratuito de First American Title Insurance Company's para información o para presentar una queja al:

1-888-632-1642

Usted también puede escribir a First American Title Insurance Company:

**1 First American Way
Santa Ana, California 92707**

Usted puede comunicarse con el Departamento de Seguros de Texas para obtener información sobre compañías, coberturas, derechos, o quejas al:

1-800-252-3439

Usted puede escribir al Departamento de Seguros de Texas a:

*P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 490-1007
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov*

DISPUTAS POR PRIMAS DE SEGUROS O RECLAMACIONES:

Si tiene una disputa relacionada con su prima de seguro con una reclamación, usted debe comunicarse con el First American Title Insurance Company primero. Si la disputa no es resuelta, usted puede comunicarse con el Departamento de Seguros de Texas.

ADJUNTE ESTE AVISO A SU PÓLIZA:

Este aviso es solamente para propósitos informativos y no se convierte en parte o en condición del documento adjunto.

Form 50-TXNOTICE (5-27-15)

Page 1 of 1

Mandatory Complaint Notice (6-1-15)
Texas

WARRANTY DEED

Date: December , 1986

Grantor: G. F. RAY, JR., Individually and as Independent Executor of the Estate of
G. F. RAY, SR., Deceased, JANE RAY DIETRICH, JANE RAY DIETRICH AND REPUBLIC
BANK, DALLAS, as CO-TRUSTEES OF THE HARLAN RAY TRUST
Grantor's Mailing Address (including county): 1348 One Energy Square, Dallas, Texas, 75206

Grantee: EL CHICO REALTY CORPORATION

Grantee's Mailing Address (including county): WICHITA FALLS, WICHITA COUNTY, TEXAS

Consideration: TEN AND NO HUNDREDTHS (\$10.00) DOLLARS, and other valuable consideration
to the undersigned, paid by the grantee herein, the receipt of which is hereby
acknowledged.NOT A VALID INSTRUMENT UNTIL
RECORDED IN THE PUBLIC RECORDS
BY THE COUNTY CLERK OF WICHITA COUNTY, TEXAS

Property (including any improvements):

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Reservations from and Exceptions to Conveyance and Warranty:

SAVE AND EXCEPT an undivided 50% of all of the oil, gas and other minerals in and
under and that may be produced from the above described property, except that the
Grantors, their heirs, successors and assigns shall not have the right of ingress
and egress to said property for the purpose of mining, leasing, developing and
producing oil, gas and other minerals.THIS CONVEYANCE IS SUBJECT TO ALL: rights of way, easements, restrictions and mineral
reservations, if any, affecting the herein described property, as recorded in the
Office of the County Clerk, Wichita County, Texas.Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells,
and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to
have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor
and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to
Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully
claiming or to claim the same or any part thereof, ~~except as to the reservations from and exceptions to conveyance and warranty.~~
by through or under if not otherwise

When the context requires, singular nouns and pronouns include the plural.

G. F. Ray, Jr.
G. F. RAY, JR., Individually and as
Independent Executor of the Estate of
G. F. RAY, SR., Deceased.

Jane Ray Dietrich
JANE RAY DIETRICH, Individually

Jane Ray Dietrich
JANE RAY DIETRICH, as Co-Trustee of
the Harlan Ray Trust

REPUBLIC BANK DALLAS, N.A. CO-TRUSTEE
OF THE HARLAN RAY TRUST

BY: Kathaleen K. Bauer
Kathaleen K. Bauer, Trust Officer
as Co-Trustee of the Harlan Ray Trust

(Acknowledgment)

STATE OF TEXAS
COUNTY OF DALLAS

This instrument was acknowledged before me on the 12th day of December, 19 86
by G. F. RAY, JR., in the capacity therein stated.

Sharyl M. Chappell

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

Notary's commission expires:



SHARYL M. CHAPPELL
Notary Public, State of Texas
My Commission Expires Feb. 24, 1987

(Corporate Acknowledgment)

STATE OF TEXAS
COUNTY OF DALLAS

This instrument was acknowledged before me on the 11th day of December, 19 86
by Kathaleen K. Bauer, Trust Officer
of REPUBLIC BANK DALLAS, N.A.
a TEXAS corporation, on behalf of said corporation. IN THE CAPACITY THEREIN STATED

Linda M. Kattenberg

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

Notary's commission expires:

LINDA M. KATTENBERG
Notary Public, State of Texas
My Commission Expires 5-20-90

AFTER RECORDING RETURN TO:

PREPARED IN THE LAW OFFICE OF:



1448 358

(Acknowledgment)

STATE OF TEXAS
COUNTY OF DALLAS

This instrument was acknowledged before me on the 11th day of December, 1986, by JANE RAY DIETRICH, Individually.

Jackie Johnson
NOTARY PUBLIC, STATE OF TEXAS

(Acknowledgment)

STATE OF TEXAS
COUNTY OF ~~WICHITA~~ DALLAS

This instrument was acknowledged before me on the 11th day of December, 1986, by JANE RAY DIETRICH, as Co-Trustee of the Harlan Ray Trust.

Jackie Johnson
NOTARY PUBLIC, STATE OF TEXAS

Unofficial Copy

FIELD NOTES

BEING A 0.999 ACRE TRACT OF LAND OUT OF LOT 3, ED WOODALL SUBDIVISION NO. 2, WICHITA FALLS, TEXAS, DESCRIBED AS FOLLOWS:

BEGINNING at an iron rod at the Northwest corner of Lot 3, Ed Woodall Subdivision No. 2 according to plat recorded in Volume 5, Page 144, Wichita County Plat Records, said iron rod being in the East line of Kenley Lane and also being the Southwest corner of Lot 3B, Ed Woodall Subdivision No. 3, according to plat recorded at Volume 22, Page 367, Wichita County Plat Records;

THENCE S 89° 39' E with the North line of said Lot 3, at 83.7 feet pass an iron rod at the Southeast of Lot 3B and the Southwest corner of Lot 3A Ed Woodall Subdivision No. 3, and continuing S 89° 39' E in all a distance of 342.1 feet to an iron rod;

THENCE N 58° 58' E 16.2 feet to a nail in the West right-of-way line of Central Freeway, the Southeast corner of said Lot 3A, for the Northeast corner of this tract;

THENCE S 22° 32' E with the West right-of-way line of Central Freeway 44.1 feet to nail, the intersection of said right-of-way and the East line of said Lot 3;

THENCE South with East line of said Lot 3, a distance of 84.9 feet to an iron rod, the Southeast corner of Lot 3, for the Southeast corner of this tract;

THENCE N 89° 39' W with South line of Lot 3, a distance 372.9 feet to an iron rod in the East line of Kenley Lane, the Southwest corner of Lot 3;

THENCE North with the West line of Lot 3 and the East line of Kenley Lane 117.1 feet to the PLACE OF BEGINNING and containing 0.999 acre, (43,521 square feet) of land.

Ret to: El Chico Realty
P.O. Box 819017
Dallas, TX 75234

23410

Deed

D. J. Ray, Jr et al

El Chico Realty Corp

FILED FOR RECORD
at 3:08 P.M.

DEC 17 1986

VERNON CANNON, County Clerk
Wichita County, Texas

By _____ Deputy

Filed for Record _____ A.D. 19 ____ at _____ o'clock ____ M
Recorded Dec. 19 A.D. 19 86

VERNON CANNON, Clerk, County Court
Wichita County, Texas

By _____ Deputy

Plum Creek

Plats # 42-46 & 50

Harlan Ray et al

IN VOL. 1066 PAGE 657

EASEMENT FOR DRAINAGE AND UTILITY

36034

City of Wichita Falls

STATE OF TEXAS) (

COUNTY OF Wichita) (

KNOW ALL MEN BY THESE PRESENT:

That Harlan Ray, G. F. Ray and G. F. Ray, Jr.

of the County of Dallas, State of Texas hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of Thirty Dollars (\$30.00) Dollars, to Grantors in hand paid by the City of Wichita Falls, Texas, receipt of which is hereby acknowledged, and in further consideration of the benefits accruing to us and our property by virtue of the construction, reconstruction and maintenance of drainage facilities and public utilities, do by these present grant, bargain, sell and convey unto the City of Wichita Falls, Texas, its successors and assign, an easement for drainage and utility purposes in, along, upon and across the following described property in the County of Wichita, State of Texas and being more particularly described as follows; to wit:

TRACT I

The herein described land is within and a part of Block 7 of the Ed Woodall Subdivision as described in Volume 780, Page 495 of the Wichita County, Texas, Deed Records.

Our intent is to describe that portion of Block 7 owned by Harlan Ray et al,

Beginning at a point 103.96 feet East of the Northwest corner of the Ray property, with that corner being the Southwest corner of the Chain property and also in the East right-of-way line of Ridgeway Drive,

THENCE, S49°55'W, 130.70 feet to a point on the West line of the Ray property, also being the East right-of-way line of Ridgeway Drive,

THENCE, S01°30'E, 64.50 feet along the West line of the Ray property to a point,

THENCE, N49°55'E, 176.00 feet to a point,

THENCE, N38°01'E, 46.20 feet to a point in the North line of the Ray property, also being on the South line of the Chain property,

THENCE, S89°52'W, 63.58 feet along the North line of the Ray property to the place of beginning and containing 0.202 acres more or less.

TRACT II

The herein described land is within and a part of Block D, of Ray Massie Subdivision No. 1 of Ed Woodall subdivision of Wichita Falls suburban farms and other lands; as described in Volume 460, Page 207 and Volume 460, Page 218 of the Wichita County, Texas, Deed Records.

Our intent is to describe those portions of Lot 8, Block D as follows:

Beginning at the Southeast corner of Lot 8 being the Northeast corner of Lot 7 and on the West line of the Harlan Avenue R.O.W.,

THENCE, S89°52'W, 131.54, feet along the South lot line to a point,

THENCE, N66°04'E, 143.68 feet to a point on the East lot line,

THENCE, Southerly 57.98 feet along the East lot line to the place of beginning and containing .087 acres.

ALSO, the West 75.00 feet of the South 58 feet of lot 8 and containing 0.1 acres, with a total area of 0.187 acres from Lot 8.

EASEMENT FOR DRAINAGE AND UTILITY
(Continued)

TRACT III

The herein described land is within and a part of the Ed Woodall Subdivision No. 2 and described in Volume 1022, Page 198 and Volume 293 and Page 569 of the Wichita County, Texas, Deed Records.

Our intent is to describe by metes and bounds that portion of Lots 3, 4, and 5 as follows:

Beginning at the Northeast corner of Lot 3, being the Southeast corner of Lot 2 and on the West R.O.W. line of the Expressway,

THENCE, S22°44'E, 34.20 feet along the Expressway R.O.W. to a point,

THENCE, Southerly 24.14 feet along the East line of Lot 3 to a point,

THENCE, S54°13'W, 458.52 feet to a point on the West line of Lot 5,

THENCE, Northerly 73.78 feet along the West line of Lot 5 to a point,

THENCE, N54°13'E, 431.60 feet to a point on the North line of Lot 3,

THENCE, Easterly 13.80 feet along the North line of Lot 3 to the place of beginning and containing .62 acres.

For the purpose of opening, constructing and maintaining a permanent channel or drainage and utilities easement in, along upon and across said premises, with the right and privilege at all times of the grantee herein, its agents, employees and representatives to ingress and egress to and from said premises for the purposes of making any improvements, modifications or repairs which the City of Wichita Falls, Texas, deems necessary.

As a part of the grant hereby made it is agreed between the parties hereto that any stone, earth, gravel or caliche which may be excavated in the opening, construction or maintenance of said channel or drainage easement may be removed from the premises and utilized by the City of Wichita Falls, Texas.

TO HAVE AND TO HOLD for said purposes together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said City of Wichita Falls, Texas, forever.

IN WITNESS WHEREOF, Grantors have caused this instrument to be executed on this 13th Day of September, 1968.

G. F. Ray, Jr.
G. F. Ray, Jr.

Harlan Ray
Harlan Ray

G. F. Ray
G. F. Ray

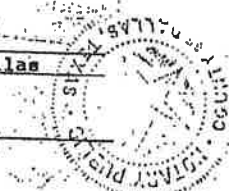
SINGLE ACKNOWLEDGMENT

STATE OF TEXAS I
COUNTY OF Dallas I

Before me, Reland S. Carmichael, a notary public in and for said County and State, on this day personally appeared G. F. Ray, Harlan Ray and G. F. Ray, Jr., known to me (or proved to me on the oath of _____, a credible witness) to be the persons whose names subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 13th day of September 19 68.

Reland S. Carmichael
Notary Public in and for Dallas
County, Texas.
Reland S. Carmichael



SINGLE ACKNOWLEDGMENT

STATE OF TEXAS I
COUNTY OF _____ I

Before me, _____, a notary public in and for said County and State, on this day personally appeared _____, known to me (or proved to me on the oath of _____, a credible witness) to be the person whose name 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 the _____ day of _____ 19 _____.

Notary Public in and for _____
County, Texas.

SINGLE ACKNOWLEDGMENT

STATE OF TEXAS I
COUNTY OF _____ I

Before me, _____, a notary public in and for said County and State, on this day personally appeared _____, known to me (or proved to me on the oath of _____, a credible witness) to be the person whose name 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 the _____ day of _____ 19 _____.

Notary Public in and for _____
County, Texas

Filed for Record Sept 2 A.D. 1969 at 4:00 o'clock P
Recorded Sept 9 A.D. 1969 at 10:20 o'clock A

DORA DAVIS CLERK, County Court
Wichita County, Texas
By Mary Rose Gray Deputy

DISTRIBUTION EASEMENT AND RIGHT-OF-WAY

THE STATE OF TEXAS
COUNTY OF Wichita

KNOW ALL MEN BY THESE PRESENTS:

That: R. W. Bacon and wife, Beulah Bacon

(herein referred to in the singular, whether one or more) of Wichita County, Texas, for and in consideration of one and no/100 Dollars (\$1.00) to me in hand paid by Texas Electric Service Company have granted, sold and conveyed and by these presents do grant, sell and convey unto the said Company, an easement of right-of-way for an electric distribution line, consisting of variable numbers of wires, and all necessary or desirable appurtenances (including poles made of wood, metal or other materials, telephone and telegraph wire, props, guys and anchorages), at or near the location and along the general course now located and staked out by said Company, along, over, under, across and upon the following described lands located in Wichita County, Texas, to wit:

Being described as a tract of land out of Block 1, of the Woodall Subdivision #2, Abstract 481 and 298, Wichita County, Texas, and being more particularly described in that certain deed as recorded in Volume 461, Page 429, Deed Records of Wichita County, Texas.

The center line of said distribution line being located and described as follows:

BEGINNING at a point on the West line, said point being three feet South of the North line of above said Block 1;

THENCE in an Easterly direction 77 feet to a point.

One pole only.

Grantor recognizes that the general course of said line, as above described, is based upon preliminary surveys only, and hereby agrees that the easement hereby granted shall apply to the actual location of said line when constructed.

Together with the right of ingress and egress over my adjacent lands to or from said right-of-way for the purpose of inspecting, maintaining, constructing and removing said line and appurtenances; the right to relocate along the same general direction of said line; the right to relocate said line in the same relative position to any adjacent road if and as such road is widened in the future; the right to issue pole space for the purpose of permitting others to string wire or other desirable appurtenances on said line; the right to prevent the construction of, for a distance of 8 feet on each side of the actual center of said line, any or all buildings, structures or other obstructions which, in the sole judgment of the Company, may endanger or interfere with the efficiency, safety, and/or convenient operation of said line and its appurtenances; and the right to trim or cut down trees or shrubbery within, but not limited to, said 10-foot space, to the extent, in the sole judgment of the Company, as may be necessary to prevent possible interference with the operation of said line or to remove possible hazard thereto.

TO HAVE AND TO HOLD the above described easement and rights unto the said Company, its successors and assigns, until said line shall be abandoned.

And I do hereby bind myself, my heirs and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto the said Company, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS my hand and seal this 17 day of FEBRUARY, 1959.

GANTY, HANSEN, JONES, SANDERSON & GOOD
Company Agent or
Employer Securing Easement

R. W. Bacon
Beulah Bacon

Neither the value of the rights herein conveyed
nor the consideration paid therefor exceeds \$100.00.

VOL 763 PAGE 538

THE STATE OF TEXAS
COUNTY OF Wichita

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
R. W. Bacon

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 the 17 day of February A. D. 1959

[Signature]
Notary Public in and for Wichita County, Texas.

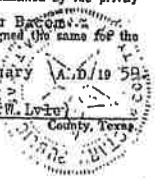


THE STATE OF TEXAS
COUNTY OF Wichita

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
Beulah Bacon, wife of R. W. Bacon, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Beulah Bacon, 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 17 day of February A. D. 1959

[Signature]
Notary Public in and for Wichita County, Texas.



THE STATE OF TEXAS
COUNTY OF

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 the day of A. D. 19

Notary Public in and for County, Texas.

3701

R-2505W

FILE
THE STATE OF TEXAS
Wichita
1959
SHUSSE
County

DISTRIBUTION EASEMENT
AND RIGHT-OF-WAY

FROM
R. W. Bacon, Et ux
TO
TEXAS ELECTRIC SERVICE COMPANY.

THE STATE OF TEXAS
County
I, County Clerk in and for said County, hereby certify that the above described instrument was filed in my office for record on 17th day of February 1959 at 12:30 p.m. and duly responded by me on the day of March 5 1959 in Book 251-000 of said County, at 4:20 p.m. DAVIS, Texas. Given above the seal of said County and year last aforesaid.

By *[Signature]*
County Clerk
County, Texas
Deputy.

TEXAS 251-000
REVISED 1958

Filed for Record March 31 A.D. 1959 at 12:30 o'clock P M
Recorded April 8 A.D. 1959 at 4:20 o'clock P M
DORA DAVIS Clerk, County Court
Wichita County, Texas
By Lois Anderson Deputy

W 7474



E.W.

Dan Baucom, Jr.

*Wichita Co. Water Control
& Imp Dist #6*

VOL 799 PAGE 227

RECORDED FOR RECORD

INDEXED

JUN 6 1960

DORA DAVIS, County Clerk
Wichita County, Texas

By *[Signature]*

THE STATE OF TEXAS }
COUNTY OF WICHITA }

That We, Dan Baucom, Jr., and wife, Marlene Baucom, Jr.

for and in consideration of the sum of One and No/100ths
(\$ 1.00) dollars, cash to us in hand paid by Wichita County Water Control
and Improvement District No. 6, receipt of which is hereby acknowledged, and
further consideration of being allowed to connect our premises with the sanitary
sewer line hereinafter described, and in further consideration of the benefits to
be derived by us on account of the construction, operation and maintenance by
Wichita County Water Control and Improvement District No. 6 of said sanitary
sewer line through our premises hereinafter described, do hereby give and grant
to Wichita County Water Control and Improvement District No. 6 the right to
construct, service and perpetually maintain a sanitary sewer line, together with
all necessary appurtenances thereto, in, upon and across that certain lot, tract
or parcel of land situated in Wichita County, Texas, described as follows to-wit:

Lot 8, Hairston - Best Subdivision, Block 10,
Woodall 1 Subdivision.

TO HAVE AND TO HOLD said easement perpetually to Wichita County
Water Control and Improvement District No. 6, its successors and assigns, to-
gether with the right and privilege at any and all times to enter said premises,
or part thereof, for purposes of constructing, servicing, maintaining and oper-
ating said sewer line; all upon the condition that Wichita County Water Control
and Improvement District No. 6 will, after doing any work in connection with
the construction, maintaining and operation of said sewer line, restore said

premises to the condition in which they were found before such work was undertaken.

Witness our hands this the 11 day of November 1959.

Dan Baucom Jr
Marlene Baucom

THE STATE OF TEXAS }
COUNTY OF WICHITA }

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared _____ 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 _____ day of _____ A. D. 1959.

Notary Public, Wichita County, Texas

THE STATE OF TEXAS }
COUNTY OF WICHITA }

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared Dan Baucom, Jr. and Marlene Baucom, Jr. his wife, 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 Marlene Baucom, Jr. wife of the said Dan Baucom, Jr. having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Marlene Baucom, Jr. 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 11 day of November, A. D. 1959.



James L. Antre
Notary Public, Wichita County, Texas

Filed for Record June 10 A.D. 1960 at 1 o'clock PM
Recorded June 10 A.D. 1960 at 1:53 o'clock PM

DORA DAVIS Clerk, County Court
Wichita County, Texas

By *Dein Anderson* Deputy

7587

W. C. Water Gen. & Imp. Dist. No. 6
K. R. Joyce & wife
Wichita County, Texas

FILED FOR RECORD
JUN 6 1960
DORA DAVIS, County Clerk
Wichita County, Texas
By *[Signature]* 799 PAGE 455

THE STATE OF TEXAS }
COUNTY OF WICHITA }

That We, K. R. Joyce; and wife, Georgia M. Joyce

for and in consideration of the sum of One and No/100ths
(\$1.00) dollars, cash to us in hand paid by Wichita County Water Control and Improvement District No. 6, receipt of which is hereby acknowledged, and further consideration of being allowed to connect our premises with the sanitary sewer line hereinafter described, and in further consideration of the benefits to be derived by us on account of the construction, operation and maintenance by Wichita County Water Control and Improvement District No. 6 of said sanitary sewer line through our premises hereinafter described, do hereby give and grant to Wichita County Water Control and Improvement District No. 6 the right to construct, service and perpetually maintain a sanitary sewer line, together with all necessary appurtenances thereto, in, upon and across that certain lot, tract or parcel of land situated in Wichita County, Texas, described as follows to-wit:

Tract 1-B & 2 A, 165 x 200 Feet, Blocks 1-2
Woodall 2 Subdivision

TO HAVE AND TO HOLD said easement perpetually to Wichita County Water Control and Improvement District No. 6, its successors and assigns, together with the right and privilege at any and all times to enter said premises, or part thereof, for purposes of constructing, servicing, maintaining and operating said sewer line; all upon the condition that Wichita County Water Control and Improvement District No. 6 will, after doing any work in connection with the construction, maintaining and operation of said sewer line, restore said

premises to the condition in which they were found before such work was undertaken.

Witness our hands this the 25 day of ~~September~~ October 1959.

Georgie M. Joyce
Kenneth R. Joyce

THE STATE OF TEXAS }
COUNTY OF WICHITA }

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared *Kenneth R. Joyce* 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 25 day of October, A. D. 1959.

Wm M Beck
Notary Public, Wichita County, Texas



THE STATE OF TEXAS }
COUNTY OF WICHITA }

BEFORE ME, the undersigned authority, in and for said County, Texas, on this day personally appeared K. R. Joyce and Georgie M. Joyce his wife, 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 Georgie M. Joyce, wife of the said K. R. Joyce having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Georgie M. Joyce 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 25 day of ~~September~~ October, A. D. 1959.

Wm M Beck
Notary Public, Wichita County, Texas



Filed for Record June 6 A.D. 19 60 at 1 o'clock P M
Recorded June 11 A.D. 19 60 at 10:15 o'clock A M

DORA DAVIS Clerk, County Court
Wichita County, Texas

By *Dorah Doyle* Deputy

VOL 541 PAGE 377

It is further ordered that report of such sale be returned to the court in accordance with the law.

Earl Sharp
 Judge of the Court Court,
 Gregg County, Texas.

(Endorsed) No. 1925 IN THE COUNTY COURT GREGG COUNTY, TEXAS. GUARDIANSHIP OF PRESHIA JANE CHAUNCEY, A MINOR ORDER OF SALE FILED The 3 day of Feb. 1950 Lewis H. Richardson, County Clerk, Gregg County, Texas. By T. D. Brewer Deputy

REPORT OF SALE

GUARDIANSHIP OF PRESHIA JANE CHAUNCEY, : IN THE COUNTY COURT
 A MINOR. No. 1925 : GREGG COUNTY, TEXAS.

TO THE HONORABLE JUDGE OF SAID COURT:

W. B. Chauncey, Guardian of the said minor would respectfully report that, in obedience to an order of this court made and entered in said guardianship on the 2 day of February A.D. 1950, and now appearing of record in Volume _____ pp., _____ of the Probate minutes of such court, he sold in accordance with such order of sale at private sale on the 2 day of February A.D. 1950, at Longview, Gregg County, Texas, where this guardianship is pending the said tract of land described in said order of court, to-wit: Lot No. Two (2) in Block No. Two (2) in Indian Heights Addition to the City of Wichita Falls, Wichita County, Texas, and that W. E. Thompson became the purchaser of said land at the sum of Twenty One Hundred Dollars (\$2100.00). Subject to life estate of Marie Chauncey.

Said land was sold wholly for cash, and the purchaser has not as yet complied with such sale but is ready to comply with said terms of sale whenever the same shall have been confirmed.

Said Guardian reports that his General Bonds, which he here now exhibits to the court are good, solvent, adequate and sufficient, as the law in such cases requires and should be so adjudged in the confirmation of such sale.

W. B. Chauncey

VOL 541 PAGE 378

Sworn to and subscribed before me, by the said W. B. Chauncey, this 2 day of February A.D. 1950, to certify which witness my hand and seal.

(LS) J. E. Davis J. E. DAVIS
Notary Public, Gregg County Texas.

(Endorsed) No. 1925 FILED The 3 day of Feb. 1950 Lewis H. Richardson County Clerk, Gregg County, Texas. By T. D. Brewer Deputy

THE STATE OF TEXAS I
COUNTY OF GREGG I

I, LEWIS H. RICHARDSON, Clerk of the County Court in and for Gregg County, Texas, do hereby certify that the above and foregoing is a true and correct copy of the following:

	Vol.	Page
Application to Sell Real Estate	47	460
Order of Sale	Filed 2-3-50	
Report of Sale	Filed 2-3-50	

in the Estate of Preshia Jane Chauncey, a Minor, No. 1925 as the same appears from the originals now on file and/or of record in the Probate Court, Gregg County, Texas.

GIVEN under my hand and seal of office this 3rd day of February, A. D. 1950.

LEWIS H. RICHARDSON
Clerk, County Court
Gregg County, Texas

By T. D. Brewer Deputy
T. D. Brewer



*4c Probate - 22244
Preshia Jane Chauncey
Estate*

FILED FOR RECORD
NOV 29 1950
DORA DAVIS, County Clerk
Wichita County, Texas

*4-50
Walter Nelson Jr
Stacy Blodgett*

Filed for Record Nov 29, A.D., 1950 at 12 o'clock 4 M.
Recorded Dec. 11, A.D., 1950 at 10:10 o'clock 2 M.
DORA DAVIS, Clerk, County Court
Wichita County, Texas
By Gene Anderson Deputy

- 8135

Final Plat
Ed Woodall Subd
No 3, Lot 3-C

26
738

FILED FOR RECORD
AT 4:50 O'CLOCK P M

MAY 4 1993 *nr*

VERNON CANNON, County Clerk
Wichita County, Texas
By *nr* Deputy

1400

Carlett, Probst & Boye
inside

STATE OF TEXAS
COUNTY OF WICHITA

WHEREAS, El Chico Realty, Corp. is the owner of Lot 3A, Ed Woodall Subdivision No. 3 and Lot 3, Ed Woodall Sub'd. No. 2, additions to the City of Wichita Falls, Texas, described as follows:

BEGINNING at the Northeast corner of Lot 3A, Ed Woodall Sub'd. No. 3 according to plat recorded in Volume 22, Page 367, of Wichita County Plat Records, said point being in the Southwest Right-of-way line of Central Freeway;

THENCE S 22°32' E with East line of said Lot 3A and Southwest Right-of-way of Central Freeway, a distance of 216.0 feet to a point for the most Northernly corner of Lot 4A, Ed Woodall Sub'd. No. 2 according to plat recorded in Volume 26, Page 404, Wichita County Plat Records;

THENCE along the Northernly line of said Lot 4A as follows:

S 00°06' W 23.5 feet;

S 53°53' W 103.1 feet to a point in the South line of said Lot 3;

N 89°39' W with the South line of Lot 3 a distance of 290.0 feet to a point in the East line of Kenley Lane for the Southwest corner of Lot 3;

THENCE North with the East line of Kenley Lane, a distance of 117.1 feet;

THENCE S 89°39' E with said North line of Lot 3 a distance of 83.7 feet to a point for the Southwest corner of aforementioned Lot 3A;

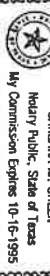
THENCE North with the West line of Lot 3A a distance of 165.5 feet to a point for its Northwest corner, THENCE East with the North line of Lot 3A a distance of 206.5 feet to the place of beginning and containing 1.86 acres of land.

THEREFORE, the Owner of the land shown on this plat and whose name is subscribed thereon and in person or through a duly authorized agent, hereby dedicates to the use of the public forever all streets, alleys, parks, water courses, drains, easements and public places thereon shown for the purposes and considerations therein expressed.

STATE OF TEXAS
COUNTY OF WICHITA

BEFORE ME, the undersigned authority, on this day personally appeared Charles Cooper, 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 considerations therein expressed and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 1993.



The Director of Public Works of the City of Wichita Falls, Texas, hereby certifies that this Plat conforms to all the requirements of the subdivision regulations as to which his approval is required.

This Plat of LOT 3C, ED WOODALL SUB'D. NO. 3, Wichita Falls, Texas, has been submitted to and considered by the Planning Board of the City of Wichita Falls, Texas, and is hereby approved by such Board. Dated this _____ day of _____, 1993.

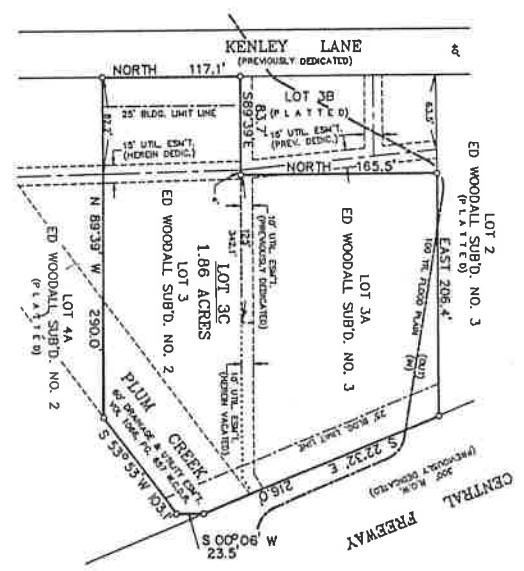
By _____ Chairman

By _____ Secretary

I hereby certify that this plat has been prepared from an actual survey of the land made under my supervision and direction in FEBRUARY, 1993, and that all information shown is true and correct to the best of my knowledge, and that all monuments, markers, or other physical placed in accordance with the Subdivision Regulations of the City of Wichita Falls, Texas.



Registered Professional Land Surveyor No. 36672
Richard K. Boyd



FINAL PLAT

LOT 3C
ED WOODALL SUB'D. NO. 3

A REPLAT OF LOT 3A, ED WOODALL SUB'D. NO. 3
AND LOT 3, ED WOODALL SUB'D. NO. 2
FEBRUARY, 1993

OWNER:
EL CHICO REALTY, CORP
12200 STIMMONS FREEMWAY
DALLAS, TEXAS 75234
PHONE: 800-275-1337

PREPARED BY:
CORLETT, PROBST, & BOYD, INC.
ENGINEERS & SURVEYORS
WICHITA FALLS, TEXAS 76309
PHONE: 817-723-1455

- 8135

Final Plat
Ed Woodall Subd
No 3, Lot 3-C

26
738

FILED FOR RECORD
AT 4:50 O'CLOCK P M

MAY 4 1993 *nr*

VERNON CANNON, County Clerk
Wichita County, Texas
By *nr* Deputy

1400

Carlett, Probst & Boye
inside

STATE OF TEXAS
COUNTY OF WICHITA

WHEREAS, El Chico Realty, Corp. is the owner of Lot 3A, Ed Woodall Subdivision No. 3 and Lot 3, Ed Woodall Subd. No. 2, additions to the City of Wichita Falls, Texas, described as follows:

BEGINNING at the Northeast corner of Lot 3A, Ed Woodall Subd. No. 3 according to plat recorded in Volume 22, Page 367, of Wichita County Plat Records, said point being in the Southwest Right-of-way line of Central Freeway;

THENCE S 22°32' E with East line of said Lot 3A and Southwest Right-of-way of Central Freeway, a distance of 216.0 feet to a point for the most Northernly corner of Lot 4A, Ed Woodall Subd. No. 2 according to plat recorded in Volume 26, Page 404, Wichita County Plat Records;

THENCE along the Northernly line of said Lot 4A as follows:

S 00°06' W 23.5 feet;

S 53°53' W 103.1 feet to a point in the South line of said Lot 3;

N 89°39' W with the South line of Lot 3 a distance of 290.0 feet to a point in the East line of Kenley Lane for the Southwest corner of Lot 3;

THENCE North with the East line of Kenley Lane, a distance of 117.1 feet;

THENCE S 89°39' E with said North line of Lot 3 a distance of 83.7 feet to a point for the Southwest corner of aforementioned Lot 3A;

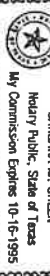
THENCE North with the West line of Lot 3A a distance of 165.5 feet to a point for its Northwest corner, THENCE East with the North line of Lot 3A a distance of 206.5 feet to the place of beginning and containing 1.86 acres of land.

THEREFORE, the Owner of the land shown on this plat and whose name is subscribed thereon and in person or through a duly authorized agent, hereby dedicates to the use of the public forever all streets, alleys, parks, water courses, drains, easements and public places thereon shown for the purposes and considerations therein expressed.

STATE OF TEXAS
COUNTY OF WICHITA

BEFORE ME, the undersigned authority, on this day personally appeared Charles Cooper, 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 considerations therein expressed and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 1993.



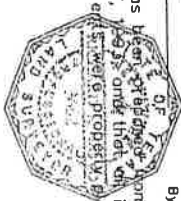
The Director of Public Utilities, Wichita Falls, Texas, hereby certifies that this Plat conforms to all the requirements of the subdivision regulations as to which his approval is required.

This Plat of LOT 3C, ED WOODALL SUBD. NO. 3, Wichita Falls, Texas, has been submitted to and considered by the Planning Board of the City of Wichita Falls, Texas, and is hereby approved by such Board. Dated this _____ day of _____, 1993.

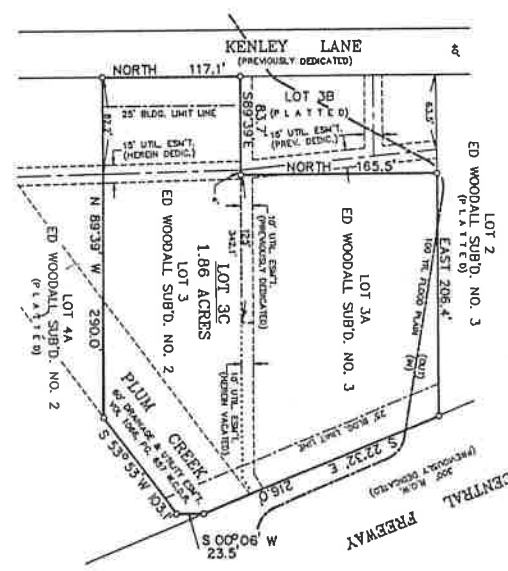
By: _____
Chairman

By: _____
Secretary

I hereby certify that this plat has been prepared from an actual survey of the land made under my supervision and direction in FEBRUARY, 1993, and that all information shown is true and correct to the best of my knowledge, and that all monuments, markers, or other physical placed in accordance with the Subdivision Regulations of the City of Wichita Falls, Texas.



By: _____
Richard K. Boyd
Registered Professional Land Surveyor No. 36672



FINAL PLAT

LOT 3C
ED WOODALL SUB'D. NO. 3

A REPLAT OF LOT 3A, ED WOODALL SUBD. NO. 3
AND LOT 3, ED WOODALL SUBD. NO. 2
FEBRUARY, 1993

OWNER:
EL CHICO REALTY, CORP
12200 STIMMONS FREEMWAY
DALLAS, TEXAS 75234
PHONE: 800-275-1337

PREPARED BY:
CORLETT, PROBST, & BOYD, INC.
ENGINEERS & SURVEYORS
WICHITA FALLS, TEXAS 76309
PHONE: 817-723-1455

- 8135

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VERNON CANNON, County Clerk
Wichita County, Texas

By *nr* Deputy
1400

Carlett, Probst & Boye
inside

STATE OF TEXAS
COUNTY OF WICHITA

WHEREAS, El Chico Realty, Corp. is the owner of Lot 3A, Ed Woodall Subdivision No. 3 and Lot 3, Ed Woodall Subd. No. 2, additions to the City of Wichita Falls, Texas, described as follows:

BEGINNING at the Northeast corner of Lot 3A, Ed Woodall Subd. No. 3 according to plat recorded in Volume 22, Page 367, of Wichita County Plat Records, said point being in the Southwest Right-of-way line of Central Freeway;

THENCE S 22°32' E with East line of said Lot 3A and Southwest Right-of-way of Central Freeway, a distance of 216.0 feet to a point for the most Northernly corner of Lot 4A, Ed Woodall Subd. No. 2 according to plat recorded in Volume 26, Page 404, Wichita County Plat Records;

THENCE along the Northernly line of said Lot 4A as follows:

S 00°06' W 23.5 feet;

S 53°53' W 103.1 feet to a point in the South line of said Lot 3;

N 89°39' W with the South line of Lot 3 a distance of 290.0 feet to a point in the East line of Kenley Lane for the Southwest corner of Lot 3;

THENCE North with the East line of Kenley Lane, a distance of 117.1 feet;

THENCE S 89°39' E with said North line of Lot 3 a distance of 83.7 feet to a point for the Southwest corner of aforementioned Lot 3A;

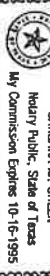
THENCE North with the West line of Lot 3A a distance of 165.5 feet to a point for its Northwest corner, THENCE East with the North line of Lot 3A a distance of 206.5 feet to the place of beginning and containing 1.86 acres of land.

THEREFORE, the Owner of the land shown on this plat and whose name is subscribed thereon and in person or through a duly authorized agent, hereby dedicates to the use of the public forever all streets, alleys, parks, water courses, drains, easements and public places thereon shown for the purposes and considerations therein expressed.

STATE OF TEXAS
COUNTY OF WICHITA

BEFORE ME, the undersigned authority, on this day personally appeared Charles Cooper, 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 considerations therein expressed and in the capacity therein stated.

Given under my hand and seal of office this _____ day of _____, 1993.



The Director of Public Works of the City of Wichita Falls, Texas, hereby certifies that this Plat conforms to all the requirements of the subdivision regulations as to which his approval is required.

This Plat of LOT 3C, ED WOODALL SUBD. NO. 3, Wichita Falls, Texas, has been submitted to and considered by the Planning Board of the City of Wichita Falls, Texas, and is hereby approved by such Board. Dated this _____ day of _____, 1993.

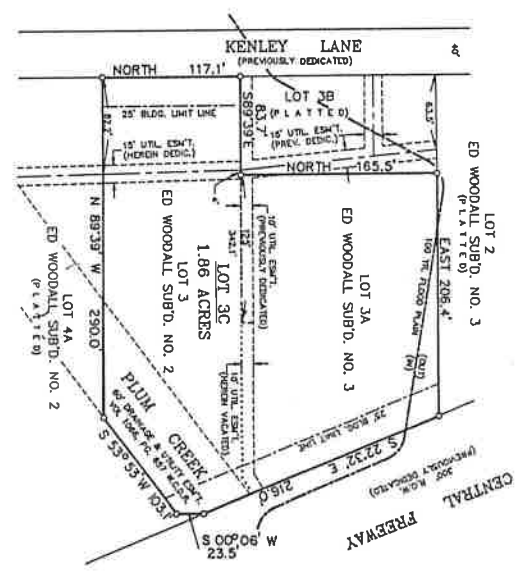
By: _____
Chairman

By: _____
Secretary

I hereby certify that this plat has been prepared from an actual survey of the land made under my supervision and direction in FEBRUARY, 1993, and that all information shown is true and correct to the best of my knowledge, and that all monuments, markers, or other physical placed in accordance with the Subdivision Regulations of the City of Wichita Falls, Texas.



Richard K. Boyd
Registered Professional Land Surveyor No. 36672



FINAL PLAT

LOT 3C
ED WOODALL SUBD. NO. 3

A REPLAT OF LOT 3A, ED WOODALL SUBD. NO. 3
AND LOT 3, ED WOODALL SUBD. NO. 2
FEBRUARY, 1993

OWNER:
EL CHICO REALTY, CORP
12200 STIMMONS FREEMAN
SUITE 100
DALLAS, TEXAS 75234
PHONE: 800-275-1337

PREPARED BY:
CORLETT, PROBST, & BOYD, INC.
ENGINEERS & SURVEYORS
WICHITA FALLS, TEXAS 76309
PHONE: 817-723-1455

- 8135

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Carlett, Probst + Boye
inside

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S 53°53' W 103.1 feet to a point in the South line of said Lot 3;

N 89°39' W with the South line of Lot 3 a distance of 290.0 feet to a point in the East line of Kenley Lane for the Southwest corner of Lot 3;

THENCE North with the East line of Kenley Lane, a distance of 117.1 feet;

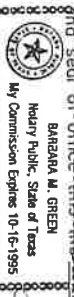
THENCE S 89°39' E with said North line of Lot 3 a distance of 83.7 feet to a point for the Southwest corner of aforementioned Lot 3A;

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STATE OF TEXAS
COUNTY OF WICHITA

BEFORE ME, the undersigned authority, on this day personally appeared Charles Cooper, 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 considerations therein expressed and in the capacity therein stated.



Given under my hand and seal of office this _____ day of _____, 1993.

The Director of Public Utilities, Wichita Falls, Texas, hereby certifies that this Plat conforms to all the requirements of the subdivision regulations as to which his approval is required.

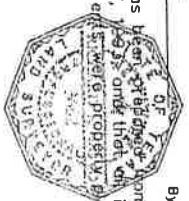
Director of Public Works

This Plat of LOT 3C, ED WOODALL SUBD. NO. 3, Wichita Falls, Texas, has been submitted to and considered by the Planning Board of the City of Wichita Falls, Texas, and is hereby approved by such Board. Dated this _____ day of _____, 1993.

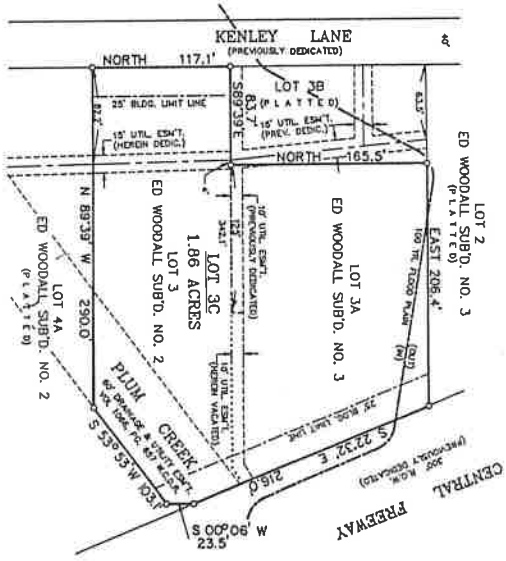
By _____
Chairman

By _____
Secretary

I hereby certify that this plat has been prepared from an actual survey of the land made under my supervision and direction in FEBRUARY, 1993, and that all information shown is true and correct to the best of my knowledge, and that all monuments, markers, or other physical placed in accordance with the Subdivision Regulations of the City of Wichita Falls, Texas.



Registered Professional Land Surveyor No. 3662
Richard K. Boyd



LOT 3C
ED WOODALL SUBD. NO. 3

A REPLAT OF LOT 3A, ED WOODALL SUBD. NO. 3
AND LOT 3, ED WOODALL SUBD. NO. 2
FEBRUARY, 1993

OWNER:
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12200 STIMMONS FREEMWAY
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PREPARED BY:
CORLETT, PROBST, & BOYD, INC.
ENGINEERS & SURVEYORS
WICHITA FALLS, TEXAS 76309
PHONE: 817-723-1455

021500-20
Return to (closer 327)
LANDAMERICA AMERICAN
TITLE COMPANY
6029 Beltline Road, Suite 250
Dallas TX 75254

Doc
00005877 Bk
OR

Vol
3084 Pg
75

~~UPON RECORDATION RETURN TO:~~
~~LANDAMERICA COMMERCIAL SERVICES~~
1850 N. Central Avenue, Suite 300
Phoenix, Arizona 85004
Attn: Allen Brown

07-50987
THIS INSTRUMENT WAS PREPARED BY:
LAURA A. DROSSMAN, ESQUIRE
Kutak Rock LLP
1801 California Street, Suite 3100
Denver, Colorado 80202
(303) 297-2400

SPACE ABOVE THIS LINE FOR RECORDER'S USE

SPECIAL WARRANTY DEED

CRICDOM-III ELCH, LLC, a Delaware limited partnership, whose address is One Exeter Plaza, 11th Floor, Boston, Massachusetts 02116 ("Grantor") for and in consideration of the sum of Ten Dollars (\$10.00) cash and other good and valuable considerations to it in hand paid by **SPIRIT MASTER FUNDING III, LLC**, a Delaware limited liability company, whose address is 14631 N. Scottsdale Road, Suite 200, Scottsdale, Arizona 85254 ("Grantee") the receipt and sufficiency of which are hereby acknowledged and confessed has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL and CONVEY unto Grantee the land described on Exhibit "A" attached hereto and made a part hereof for all purposes, together with all improvements thereon ("Property"), subject to matters of record, if any, to the extent the same are valid, subsisting and affect the property ("Permitted Encumbrances").

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Grantee, its successors and assigns, forever, subject to the Permitted Encumbrances, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the said Property, subject to the Permitted Encumbrances unto the said Grantee, its successors and assigns, against Grantor and every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

[Signatures on Next Page]

Page 1 of 2

4833-0587-4177.1
Spirit / El Chico
1028 Central Expressway
Wichita Falls, TX
6208/02-1016

LTC/50562

EXECUTED as of the 26th day of February, 2007.

Signed and Delivered in the presence of:

CRICDOM-III ELCH, LLC, a Delaware limited liability company

Michelle C. Pal
Name: MICHELLE C. PAL

By: *Marjorie S. Palace*
Name: Marjorie S. Palace
As Its: Authorized Person

Andrea M. Mullen
Name: Andrea M. Mullen

COPY

STATE OF MASSACHUSETTS
COUNTY OF SUFFOLK

Before me *Ioana Pal* on this day personally appeared Marjorie S. palace known to me (or proved to me on the oath of *driver license proof*) to be the person whose name is subscribed to the foregoing instrument, and known to me to be the Authorized Person of CRICDOM-III ELCH, LLC, a Delaware limited liability company, and acknowledged to me that he/she executed said instrument for the purposes and consideration therein expressed, and as the act of said company.

Given under my hand and seal of office this 20 day of February, 2007.

(NOTARY SEAL)



IOANA PAL
Notary Public
Commonwealth of Massachusetts
My Commission Expires
April 20, 2012

Ioana Pal
Notary Public, State of Massachusetts

Printed Name: IOANA PAL
Notary Commission No. _____
My Commission Expires: April 20, 2012

Attachments:
Exhibit "A" - Property Description

This document prepared by:
LAURA DROSSMAN, ESQUIRE
Kutak Rock LLP
1801 California Street, Suite 3100
Denver, Colorado 80202

EXHIBIT "A"
Property Description

Unofficial Copy

LEGAL DESCRIPTION

Lot 3C, Ed Woodall Subdivision No. 3 (A Replat of Lot 3A, Ed Woodall Subdivision No. 3 and Lot 3, Ed Woodall Subdivision No. 2) an Addition to the City of Wichita Falls, Wichita County, Texas, according to Plat of record in Volume 26, Page 738, Wichita County Plat Records.

1028 Central Expressway
Wichita Falls, Texas 76305

Filed for Record in:
Wichita County

On: Mar 07, 2007 at 04:11P

As a
Recording

Document Number: 00005877

Amount: 28.00

Receipt Number - 65815
By
Mondia Rice

STATE OF TEXAS COUNTY OF WICHITA
I hereby certify that this instrument was
filed on the date and time stamped hereon by me
and was duly recorded in the volume and page
of the named records of:

Wichita County

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.

Mar 07, 2007

Lori Bohannon, County Clerk
Wichita County

Unofficial Copy

4 - 2/3/2007