

**WARRANTY DEED WITH VENDOR'S LIEN**

**DATE:** February 5, 1998

**GRANTOR:** Warren E. Chapman and wife, Edna B. Chapman

**GRANTOR'S MAILING ADDRESS (including County):** 308 S. Main St., Winnsboro,  
Wood County, Texas 75494

**GRANTEE:** Carl D. Hodges and wife, Frances K. Hodges

**GRANTEE'S MAILING ADDRESS (including County):** 309 Black Jack St., Winnsboro,  
Wood County, Texas 75494

**CONSIDERATION:** Ten and No/100 (\$10.00) Dollars, and a note dated February 5, 1998, that is in the principal sum of Fifty Thousand and 00/100 (\$50,000.00) DOLLARS, and is executed by Grantee, payable to FIRST NATIONAL BANK OF WINNSBORO. It is secured by a vendor's lien retained in this deed and by a Deed of Trust dated February 5, 1998 from Grantee to George S. Lemon, Jr., Trustee.

**PROPERTY (including any improvements):**

*All that certain lot, tract or parcel of land located in the GRAY B. KING, A-3, being situated in the City of Winnsboro, Wood County, Texas, and being Lot 3 of Block B of the LAWRENCE ADDITION as described on a plat duly recorded in Vol. V, Page 521, of the Deed Records of Wood County, Texas, and being more particularly described as follows:*

**BEGINNING** at a stake set in the intersection of the South right-of-way of Cedar Street and the West right-of-way of Beech Street and being the Northeast corner of said Block B. Said stake being the Northeast corner of Lot 3;

***THENCE West along and with the South right-of-way of Cedar Street and the North line of Block B, in all a total distance of 96.0 feet to a stake set for the Northwest corner of Lot 3 and the Northeast corner of Lot 2;***

**THENCE South 18 deg. 13 min. West, along and with the East line of the said Lot 2, in all a total distance of 176.0 feet to a stake set at the Southwest corner of Lot 3;**

**THENCE South 82 deg. 48 min. East, along and with the North line of Lot 4, in all a total distance of 94.6 feet to a stake set in the West right-of-way of Beech Street, for the Southeast corner of Lot 3;**

**THENCE North 18 deg. 40 min. East, along and with the West right-of-way of Beech Street and the East line of Block B, in all a total distance of 188.0 feet to the PLACE OF BEGINNING, as surveyed by David Pollard, County Surveyor of Wood County, Texas, on the 19th day of March 1965.**

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*BEING the same land described in Guardian's Deed from Barbara Ann Michael, Guardian of the Estate of Mary Nell Hilburn, NCM, to John Henry Welch and wife, Millie Lee Welch, dated May 5, 1976, recorded in Vol. 720, Page 101 of the Deed Records of Wood County, Texas.*

*AND BEING the same land as described in Deed from Billy Frank Welch et ux Becky Welch, David Lee Welch et ux Sherry S. Welch, Connan R. Welch et ux Shelley Welch, Carlinda (Welch) Rex et vir Joseph Rex, and Chad Welch, a single man, all heirs of Carl Eugene Welch, Deceased, to Warren E. Chapman et ux Edna B. Chapman, dated October 11, 1994, recorded in Vol. 1410, Page 465 of the Real Property Records of Wood County, Texas.*

**RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:**

This conveyance is made subject to all oil, gas and mineral reservations and conveyances, royalty interests, oil, gas and mineral leases, rights-of-way, easements and restrictions, affecting the property hereby conveyed that may appear of record in the office of the County Clerk of Wood 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 to hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby 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 warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

FIRST NATIONAL BANK OF WINNSBORO has advanced and paid to Grantor in cash that portion of the purchase price of the property that is evidenced by the first-lien note. In consideration of that payment, Grantor retains a first and superior vendor's lien against and superior title to the property and transfers them to FIRST NATIONAL BANK OF WINNSBORO without recourse on Grantor.

**THE IMPROVEMENTS ON THE PROPERTY ARE SOLD "AS IS", WITHOUT ANY WARRANTY, EXPRESS OR IMPLIED, OF HABITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IT BEING UNDERSTOOD AND AGREED THAT GRANTEE ACQUIRES THE SAID IMPROVEMENTS ON THE PROPERTY SUBJECT TO ANY AND ALL DEFECTS.**

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

Warren E. Chapman

Warren E. Chapman

Edna B. Chapman

Edna B. Chapman

**ACKNOWLEDGMENT**

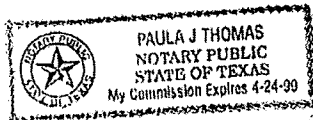
STATE OF TEXAS )  
COUNTY OF WOOD )

This instrument was acknowledged before me on the 5th day of February, 1998, by Warren E. Chapman and wife, Edna B. Chapman.

Paula J. Thomas  
NOTARY PUBLIC, STATE OF TEXAS

My commission expires: \_\_\_\_\_

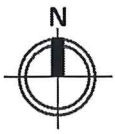
(Notary's name typed/printed)



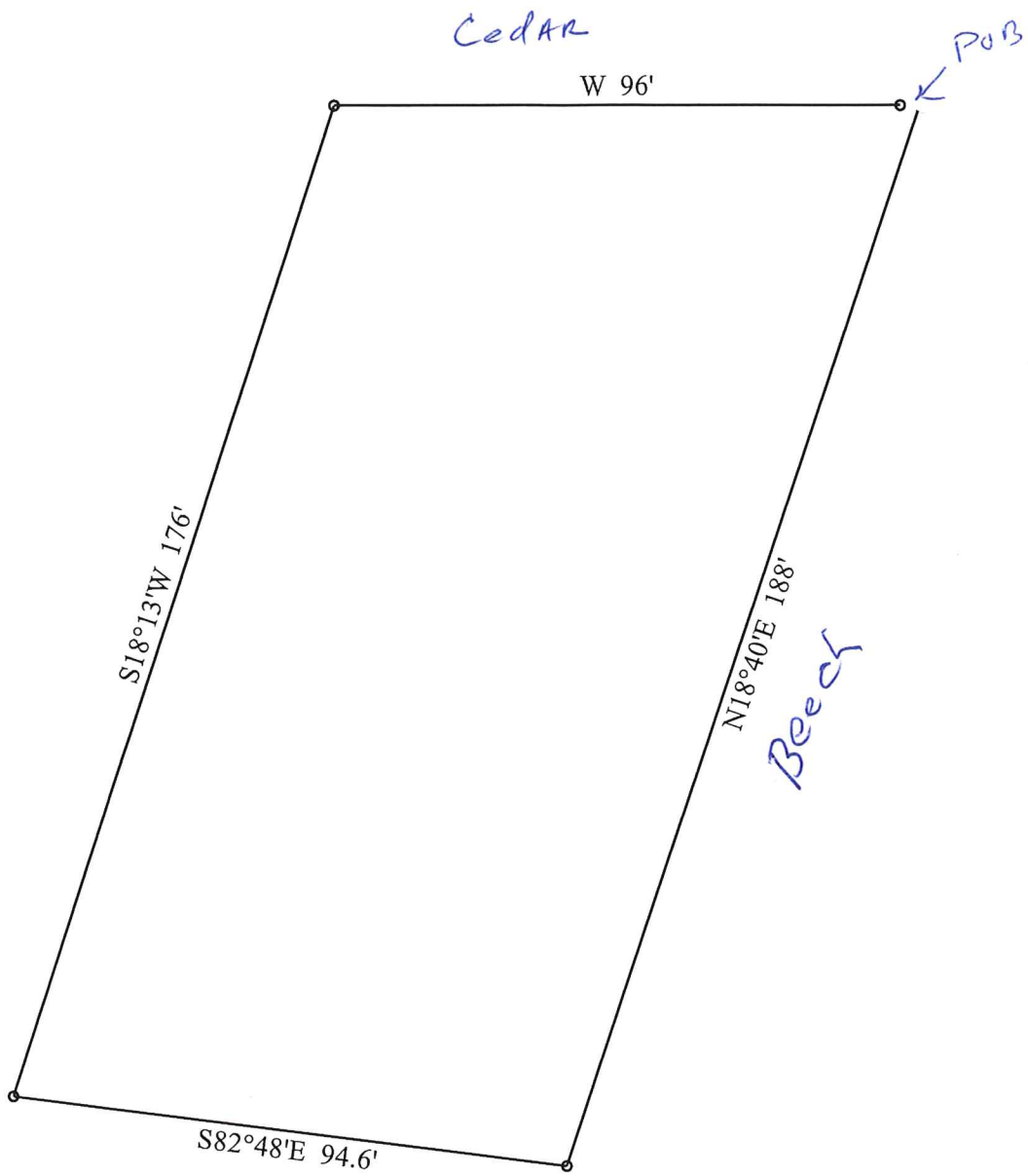
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FILED AND RECORDED THE 9th DAY OF Feb, 1998 AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ H  
BRENDA TAYLOR, COUNTY CLERK WOOD COUNTY, TEXAS

BY \_\_\_\_\_ DEPUTY



Scale: 1 inch = 31.59451 feet  
Area: 0.392 acres (17,060.63 square feet)



1. W 96'
2. S18°13'W 176'
3. S82°48'E 94.6'
4. N18°40'E 188'