



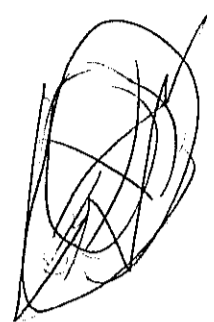
# Warranty Deed with Vendor's Lien

**Date:** August 1, 2002

**Grantor:** ALAN BEARD, a single man

**Grantor's Mailing Address:**

ALAN BEARD  
P.O. Box 277  
Rule, TX 79547  
Haskell County



**Grantee:** JOHN W. DENISON and wife, SONIA DENISON

**Grantee's Mailing Address:**

JOHN W. DENISON and SONIA DENISON  
Rt. 1, North FM 617  
Rule, TX 79547  
Haskell County

**Consideration:**

Cash and a note of even date executed by Grantee and payable to the order of Grantor in the principal amount of FIFTY-EIGHT THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$58,500.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed and by a first-lien deed of trust of even date from Grantee to L. W. Jones, III, trustee.

**Property (including any improvements):**

Ten (10) acres of land, more or less, located in Haskell County, Texas, and being a strip of land lying 1000' North and South by 435.6' East and West and being off of the Southeast corner of a 100 acre tract of land more particularly described below:

Situated in Haskell County, Texas, being the Northwest one-fourth of Subdivision No. Seven of the Red River County School Land, League No. Seventy-One, Abstract No. 349, and patented to the Commissioners of Red River County, Texas, on February 22nd, 1875, by Patent No. 545, Vol. 20, as shown by a map or plat of the Subdivisions of the Red River County School Land, League No. 71 of record in Volume 2, Pages 189 to 195, both inclusive of the Surveyors Records of Haskell County, Texas, to which reference is hereby made, containing 100 acres of land, and being the same land conveyed to Ollie May Beard by H. O.

Cassle, et als, by deed dated September 3rd, 1941, duly recorded in Volume 151, Page 107, of the Haskell County Deed Records, to which deed and the record thereof reference is hereby made for all legal purposes.

**Reservations from Conveyance:**

None

**Exceptions to Conveyance and Warranty:**

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2002, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the 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 way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and 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 will become absolute.

As a material part of the Consideration for this deed, Grantor and Grantee agree that Grantee is taking the Property "AS IS" with any and all latent and patent defects and that there is no warranty by Grantor that the Property has a particular financial value or is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Grantee's examination of the Property. Grantee takes the Property with the express understanding and stipulation that there are no express or implied warranties except for limited warranties of title set forth in this deed.

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

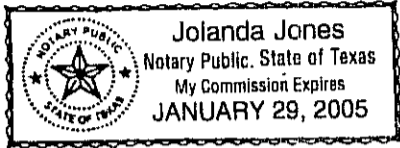
  
\_\_\_\_\_  
**ALAN BEARD**

Acknowledgment

STATE OF TEXAS )

COUNTY OF HASKELL )

This instrument was acknowledged before me on October 1, 2002, by ALAN BEARD.



Jolanda Jones  
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

L. W. (Bill) Jones, III  
Attorney at Law  
P.O. Box 1085  
Haskell, Texas 79521  
Tel: (940) 864-8531  
Fax: (940) 864-3184

AFTER RECORDING RETURN TO:

L. W. (Bill) Jones, III  
Attorney at Law  
P.O. Box 1085  
Haskell, Texas 79521  
Tel: (940) 864-8531  
Fax: (940) 864-3184

Filed for record this 3 day of October, 2002 at 1:10 o'clock P.M.  
Recorded this 4 day of October, 2002 at 1:25 o'clock P.M.  
Rhonda Moller, County Clerk, Haskell County, Texas.

## Release of Lien

400601

**Date:** August 1, 2002

**Holder of Note and Lien:** ALAN BEARD

**Holder's Mailing Address:**

ALAN BEARD  
P.O. Box 277  
Rule, TX 79547  
Haskell County

### Note

**Date:** August 1, 2002

**Original principal amount:** \$58,500.00

**Borrower:** John W. Denison and wife, Sonia Denison

**Lender:** ALAN BEARD

**Note and Lien Are Described in the Following Documents:** Vendors' Lien retained in Deed dated August 1, 2002 and recorded in Volume 531, Page 139, Official Public Records of Haskell County, Texas. Further being secured by a Deed of Trust dated August 1, 2002 and recorded in Volume 531, Page 142, Official Public Records of Haskell County, Texas.

### Property (including any improvements):

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Holder of Note and Lien is the owner and holder of the Note and Lien described above.

Holder of Note and Lien acknowledges payment in full of the Note and releases the Property from the Lien and from all liens held by Holder of Note and Lien, without regard to how they were created or evidenced.

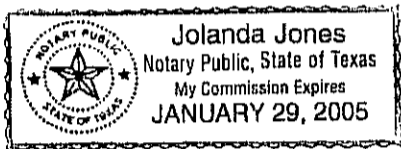
When the context requires, singular nouns and pronouns include the plural.

Alan Beard  
ALAN BEARD

STATE OF TEXAS )

COUNTY OF HASKELL )

This instrument was acknowledged before me on March 31, 2004, by ALAN BEARD.



Jolanda Jones  
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:

L. W. (Bill) Jones, III  
Attorney at Law  
P.O. Box 1085  
Haskell, TX 79521  
Tel: (940) 864-8531  
Fax: (940) 864-2840

AFTER RECORDING RETURN TO:

L. W. (Bill) Jones, III  
Attorney at Law  
P.O. Box 1085  
Haskell, TX 79521  
Tel: (940) 864-8531  
Fax: (940) 864-2840

Filed for record this 13 day of April, 2004 at 2:35 P.M.  
Recorded this 14 day of April, 2004 at 3:05 P.M.  
Rhonda Moeller, County Clerk, Haskell County, Texas.