

MCKINNON PLACE ADDITION

RESTRICTIONS

Volume 62, Page 489, Volume 112, Page 538 and Volume 116, Page 162, Deed Records of Kerr County, Texas, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.

Reversionary rights as described in deed dated March 30, 1938, recorded in Volume 62, Page 489, Deed Records, Kerr County, Texas.

OTHER EXCEPTIONS

- Easement and Right-Of-Way dated May 13, 1926 to Texas Public Utilities Co., recorded in Volume 45, Page 458, Deed Records of Kerr County, Texas.
- Building Set Back Lines as per the Restrictions in deed recorded in Volume 62, Page 489, Deed Records of Kerr County, Texas.
- Easement dated June 26, 1939 to Texas Power & Light Company, recorded in Volume 64, Page 529, Deed Records of Kerr County, Texas.
- Easement dated May 17, 1948 to the City of Kerrville, recorded in Volume 84, Page 215, Deed Records of Kerr County, Texas.
- Easement dated January 22, 1964 to L.C.R.A., recorded in Volume 3, Page 541, Easement Records of Kerr County, Texas. (AS PER BLOCK 2 ONLY)
- Any visible and/or apparent roadways or easements over or across the subject property.
- Rights of Parties in Possession. (AS PER OWNER POLICY ONLY)

62/489

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SPECIAL WARRANTY DEED

THE STATE OF TEXAS:

COUNTY OF KERR : KNOW ALL MEN BY THESE PRESENTS: That The KERRVILLE DEVELOPMENT AND LOAN COMPANY, a private corporation, duly incorporated under the laws of the State of Texas, domiciled at Kerrville, in said County and State, for and in consideration of the sum of Twenty-five Hundred (2,500) and no/100 DOLLARS, cash to is paid by J. E. Cowden of Kerrville, Texas, receipt of which is hereby acknowledged; and upon the further consideration and conditions that no building or structure of any kind shall be erected on the lots hereinafter described nearer than 30 feet to the street on the front thereof, and no garage, barn or any other structure than a residence shall be erected nearer than 75 feet from the street in front of said lots. All dwelling houses erected thereon shall face the street in front thereof, as shown by the map and plat of the Westland Place Addition. No dwelling house shall be erected on the said property which cost less than \$5,000.00 to build and finish. Not more than one residence shall be built on any one lot 50 feet in width within 50 years from September 10, 1927, without Grantor's consent first had thereto. No part of the property hereinafter described shall be used for business purposes, and no Sanatorium for the care or treatment of tuberculosis or any infectious or contagious disease shall be erected or maintained on the said property, and no boarding house boarding or keeping tubercular persons, or persons suffering from any infectious or contagious disease for profit, shall be erected or operated on said land. None of the said land shall be sold, leased or rented to colored persons, nor occupied by colored persons except as servants of white persons living on the said land and then the said colored persons shall live in houses provided by the grantee on the land hereinafter described for said colored persons; HAS GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY, unto the said J. E. Cowden, of the County of Kerr, State of Texas, all those certain tracts or parcels of real estate situated, lying and being in the County of Kerr, State of Texas, more particularly known and described as follows, to-wit: All of Sites Nos. 1, 2, 3, 4, 5 and 6, in Block No. 55, being all of said block, of Westland Place Addition to Kerrville, Texas, also, All of Sites Nos. 1, 2 and 3 in Block No. 56, being all of said Block No. 56, of Westland Place Addition to Kerrville, Texas, and, All of Sites Nos. 1, 2 and 3, in Block No. 65, being all of said Block No. 65, of Westland Place Addition to Kerrville, Texas. For a more particular description of said Blocks Nos. 55, 56 and 65 of said Addition herein conveyed, and/or the Sites therein contained, reference is here made to the plan and plat of said Westland Place Addition to the City of Kerrville, recorded in Vol. 45, page 335, et seq. of the Deed Records of Kerr 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 J. E. Cowden, his heirs and assigns, forever. And it is expressly understood and agreed herein that should any of the conditions above mentioned, constituting a part of the consideration for this conveyance, be violated or breached by the said J. E. Cowden, his heirs, assigns or grantees or any one else succeeding in any manner to his title, then in that event, the said above described and conveyed property is to revert in grantor, THE KERRVILLE DEVELOPMENT AND LOAN COMPANY, its successors and assigns, and this deed is to become null and void; and grantor, THE KERRVILLE DEVELOPMENT AND LOAN COMPANY, its successors or legal representatives, shall then have the right to re-enter and take possession of said above described premises, as the owner thereof in fee simple and hold the same entirely free from the operation of this conveyance, and grantor here, THE KERRVILLE DEVELOPMENT AND LOAN COMPANY, in consideration of the foregoing, does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND all and singular, the said land and premises unto the said J. E. Cowden, and his heirs and assigns, against every person whomsoever lawfully claiming,

or to claim the same, or any part thereof.

IN WITNESS WHEREOF, THE KERRVILLE DEVELOPMENT AND LOAN COMPANY has caused these presents to be signed by W. A. FAWCETT, its PRESIDENT, thereunto duly authorized, and its Corporate Seal hereunto affixed, at Kerrville, Texas, this the 30th day of March, A. D. 1938.

(CORPORATE SEAL)

THE KERRVILLE DEVELOPMENT AND LOAN COMPANY

By W. A. Fawcett, Its President

ATTEST:
J. L. Pampell

(Revenue stamps \$2.50 cancelled -- K.D.&L.Co., 3/30/38)

THE STATE OF TEXAS:

COUNTY OF KERR :

Before me, the undersigned authority, in and for Kerr County, State of Texas, on this day personally appeared W. A. FAWCETT, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act and deed of THE KERRVILLE DEVELOPMENT AND LOAN COMPANY, of Kerrville, Texas, and as the President thereof, and for the purposes and considerations therein expressed.

Given under my hand and seal of office, this 30th day of March, A. D. 1938.

(SEAL)

Milton L. Pampell

Notary Public, Kerr County, Texas

Filed for record March 30, 1938, at 4:35 o'clock P. M.

Recorded March 31, 1938, at 3:30 o'clock P. M.

WARRANTY DEED V/L

THE STATE OF TEXAS:

COUNTY OF KERR : KNOW ALL MEN BY THESE PRESENTS: That Guaranteed Home Financing Co., Inc., a corporation of the County of Kerr State of Texas, for and in consideration of the sum of Three Thousand and no/100 DOLLARS to it paid, and secured to be paid, by Frank Gilbert Wade as follows: \$100.00 cash, the receipt of which is hereby acknowledged, and 2000.00 note, bearing interest from date at the rate of six per centum per annum, payable monthly as it accrues, said note being payable in monthly installments of \$22.50, or more at payers option, the first installment being due May 1st, 1938, and an installment shall be due on the first day of each and every month thereafter till the entire principal and interest thereon, taxes and other public charges that may be assessed against the hereinafter described land are fully paid; and the further consideration of the restrictions set out below:

RESTRICTIONS

And upon the further consideration and conditions that no sanatorium for the care or treatment of tuberculosis or any infectious or contagious disease shall be erected or maintained on the herein described property, and no part of the said land shall be sold, leased or rented to colored persons, nor occupied by colored persons except as servants of white persons living on the said land and then the said colored persons shall live in houses provided by the grantees on the land hereinafter described for said colored persons. Any building erected thereon for business purposes or for rental purposes such as tourist cottages to be of hollow tile finished with stucco or some permanent construction of better grade such as brick or rock. No building shall be erected on the said property as a home or dwelling which costs less than \$2500.00 to build and finished. No trees on the herein described land to be cut nor damaged.

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said Frank Gilbert Wade of the County of Harris, State of Texas, all that certain tract or parcel of land situated in Kerr County Texas, being a part of Survey No. 118, Jno. Young, out of "21d

Buyer shall assume all responsibility for the safe delivery of goods until they are received by Seller's agent or carrier, and shall indemnify Seller against loss or damage incurred by Seller or its agent or carrier unless the assistance is rendered upon or pursuant to this contract, and unless the name and address of the assignee is furnished by Buyer. If the assignee signs a written assumption of the contract and agrees to all of its

10. General Warranty Deed will be given to buyer at such time that total payment is received. Page No. 2

This contract is executed in duplicate, one copy being retained by the Seller and one copy by the buyer, on this the 27th day of April, A. D., 1969.

SELLER:

/s/ Winola Moore Downey

/s/ Harry L. Downey

BUYER:

/s/ Joel Switzer

/s/ Jacqueline Switzer

THE STATE OF TEXAS
COUNTY OF KERR

BEFORE ME, the undersigned authority, on this day personally appeared Joe Switzer and wife, Jacqueline Switzer, 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 Jacqueline Switzer, wife of the said Joel Switzer, having been examined by me privily and apart from her husband and having the same fully explained to her by me, she, the said Jacqueline Switzer, 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 23rd day of June, A. D., 1962.

/s/ EMMIE M. MUENKER
County Clerk in and for Kerr County, Texas.

Seal

Filed for record June 22, 1962 at 10:10 o'clock A. M.
Recorded June 26, 1962 at 1:10 o'clock P. M. (ms)
Volume 112, page 536
LEMMIE M. MUENKER, County Clerk

By Wendell Smith Deputy

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WARRANTY DEED WITH V/L

THE STATE OF TEXAS)
COUNTY OF KERR)

KNOW ALL MEN BY THESE PRESENTS:

That I, Lorene Cowden, a widow, of the County of Kerr State of Texas for and in consideration of the sum of Ten & No/100 (\$10.00) Dollars and other good and valuable consideration, to me paid and secured to be paid by R. B. McKINNON, AND THE FURTHER CONSIDERATION of the execution and delivery by Grantor herein of his one certain promissory note, dated of even date herewith, in the principal sum of \$14,200.00, payable to the order of Grantor, herein, bearing interest at the rate of 6 1/2 per annum, and due and payable on or before one (1) year from date, together with the interest due thereon; said note containing the usual and customary accelerated maturity, attorneys fee and probate court clauses; have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said R. B. McKINNON, of the County of Kerr State of Texas all that certain tract or parcel of Land, lying and being situated in Kerr County, Texas, described as follows: (and)

[illegible]

And being the identical property conveyed to J. E. Cowden by deed dated March 30, 1939, recorded in Volume 62 at page 489, of the Deed Records of Kerr County, Texas, SAVE AND EXCEPT HOWEVER Lots Nos. 1 and 2 and parts of Lots Nos. 4 and 5, in Block No. 55, Westland Place Addition conveyed by Mrs. Lorene Cowden to Robert P. Keldel, et. ux., by deed recorded in Volume 111, at page 479, of the Deed Records of Kerr County, Texas, to which deeds and their record, reference is here made for all purposes. SUBJECT TO THE RESTRICTION IN THE CHAIN OF TITLE. It is expressly agreed and understood that no house shall be constructed on any lot created out of the property hereinabove described containing less than 1200 square feet of living area; and that no replat of said lands above described shall contain any lot having a width less than 60 feet.

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 R. B. McKinnon, his 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 R. B. McKinnon, 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, and all interest thereon, are fully paid according to its face and tenor, effect and reading, when this deed shall become absolute.

WITNESS my hand at Kerrville, Texas, this 22nd day of June, A. D. 1962.

(Revenue Stamps \$22.00 Cancelled)
(6-22-62 LC)

/s/ Lorene Cowden
/t/ (Lorene Cowden)

THE STATE OF TEXAS)
COUNTY OF KERR)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Lorene Cowden, a widow, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 22nd day of June, A. D., 1962.

Soul

Carrie Schilling
Notary Public in and for Kerr County, Texas

Filed for record June 25, 1962 at 1:10 o'clock P. M.
Recorded June 26, 1962 at 1:30 o'clock P. M. (ms)
Volume 112, page 538
EMILIE M. MURNKBER, County Clerk

By Wm. E. Smith Deputy

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WARRANTY DEED WITH V/L

THE STATE OF TEXAS
COUNTY OF TARRANT

KNOW ALL MEN BY THESE PRESENTS:

That I, L. L. DAVIS (not joined hereby by my wife, Pearl Davis, by reason of the fact that the property herein conveyed does not constitute any part of our residence or business home- stead) of the County of Kerr State of Texas for and in consideration of the sum of ten and 00/100 (\$10.00) Dollars and other good and valuable consideration to me paid and secured to be paid by ROBERT W. WILSON, single man, AND FOR THE FURTHER CONSIDERATION of the execution and delivery of certain notes of that date and to the original principal sum of \$1,000.00, or over, and interest, payable to the order of L. L. DAVIS, Federal Savings and Loan Association of Dallas,

