

Control Number: 49442



Item Number: 24

Addendum StartPage: 0



Angelina County Amy Fincher County Clerk Lufkin, Texas 75901

Instrument Number: 2020-00389964

As

Recorded On: January 06, 2020

RECORDINGS

Parties: OREAL INC

Billable Pages: 4

To HARLOW RAY

Number of Pages: 5

Comment: WARRANTY DEED

(Parties listed above are for Clerks reference only)

** Examined and Charged as Follows: **

RECORDINGS

38.00

Total Recording:

38.00

******* DO NOT REMOVE. THIS PAGE IS PART OF THE INSTRUMENT *********

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.

File Information:

Record and Return To:

Document Number: 2020-00389964

Receipt Number: 343609

SKELTON SLUSHER BARNHILL WATKINS WELLS P

Recorded Date/Time: January 06, 2020 02:11:53P

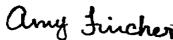
1616 SOUTH CHESTNUT

LUFKIN TX 75901

User / Station: M Ojeda - Cashiering Workstation 2



STATE OF TEXAS
COUNTY OF ANGELINA
I hereby certify that this instrument was FILED on the date and at the time stamped hereon by me and was duly RECORDED in the Official Public Records of Angelina County, Texas.



Amy Fincher, County Clerk, Angelina County Texas

SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

| STATE OF TEXAS | § | WHOM ALL MENT DV THEOR DD FORNITO |
|--------------------|---|-----------------------------------|
| | § | KNOW ALL MEN BY THESE PRESENTS: |
| COUNTY OF ANGELINA | Ş | |

THAT, effective as of <u>December 17</u>, 2019 (the "<u>Effective Date</u>") OREAL, Inc., a Texas corporation ("<u>Grantor</u>"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) cash in hand paid by Ray Harlow ("<u>Grantee</u>"), whose address is P.O. Box 1176, Pinehurst, Texas 77362, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor, subject to the Permitted Exceptions (as defined herein) and the other exceptions, reservations and restrictions as set forth below, has GRANTED BARGAINED, SOLD AND CONVEYED, and by these presents does GRANT, BARGAIN, SELL AND CONVEY unto Grantee, that certain tract of real property situated in Angelina County, Texas, as specified and described in <u>Exhibit "A"</u> attached hereto and made a part hereof for all purposes, together with a like interest in and to any and all improvements and fixtures situated thereon, and all the rights, privileges, hereditaments and appurtenances pertaining to such real property, improvements and fixtures (the "<u>Property</u>").

TO HAVE AND TO HOLD the Property unto Grantee, and its successors and assigns forever. Grantor binds Grantor and Grantors successors and assigns to warrant and forever defend all and singular the Property to Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, and except as to the following matters: (a) validly existing easements, rights-of-ways, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions and water interests outstanding, all other instruments, other than the conveyance of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; and without limiting the foregoing, all prior reservations and conveyances of oil, gas and other minerals and leases of such minerals, outstanding of record covering the Property or any part thereof (the "Permitted Exceptions") and (b) standby fees, taxes and assessments by any taxing authority, which Grantee assumes and agrees to pay.

EXCEPT FOR THE SPECIAL WARRANTY OF TITLE CONTAINED IN THIS DEED, GRANTOR HEREBY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES OR EXPRESS OR IMPLIED COVENANTS THAT MAY OTHERWISE BE CREATED HEREBY. WITHOUT LIMITING THE FOREGOING, THE PROPERTY IS CONVEYED "AS IS, WHERE

IS, WITH ALL FAULTS" WITHOUT ANY WARRANTIES, EXPRESS OR IMPLIED. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (1) THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, INCLUDING. WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY, OR THE PRESENCE OR ABSENCE OF ANY POLLUTANT, HAZARDOUS WASTE, GAS OR SUBSTANCE OR SOLID WASTE ON OR ABOUT THE PROPERTY, (II) THE INCOME TO BE DERIVED FROM THE PROPERTY, (III) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY INTEND TO CONDUCT THEREON, (IV) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY GOVERNMENTAL AUTHORITY OR BODY HAVING JURISDICTION, (V) THE HABITABILITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF THE PROPERTY, AND (VI) ANY OTHER MATTER RELATED TO OR CONCERNING THE PROPERTY.

GRANTEE HEREBY FULLY AND FINALLY RELEASES, ACQUITS, AND FOREVER DISCHARGES GRANTOR (AND GRANTOR'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES) FROM, AND GRANTEE FURTHER COVENANTS NOT TO ASSERT IN ANY MANNER AGAINST GRANTOR (OR ANY OF GRANTOR'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES), ANY AND ALL ACTUAL OR POTENTIAL CLAIMS OR DAMAGES HELD BY GRANTEE AGAINST GRANTOR, AND/OR ANY SUITS, DEMANDS, ACTIONS, CAUSES OF ACTION, CHARGES OR GRIEVANCES OF ANY KIND OR CHARACTER WHATSOEVER, HERETOFORE OR HEREAFTER ACCRUING FOR OR BECAUSE OF ANY MATTER DONE, OMITTED OR SUFFERED TO BE DONE BY ANYONE, WHETHER KNOWN OR UNKNOWN, AND IN ANY MANNER (WHETHER DIRECTLY OR INDIRECTLY) ARISING FROM OR RELATED TO THE PROPERTY.

GRANTEE HEREBY ASSUMES AND AGREES TO SATISFY AND DISCHARGE WHEN DUE ANY AND ALL LIABILITIES, AGREEMENTS AND OBLIGATIONS RELATED TO THE PROPERTY AND AGREES TO INDEMNIFY AND HOLD GRANTOR AND GRANTOR'S OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS HARMLESS FROM AND AGAINST ANY CLAIMS, DAMAGES, ACTIONS OR CAUSES OF ACTION ARISING OUT OF ANY OF THE FOREGOING.

This Special Warranty Deed is being executed and recorded in replace of the Special Warranty Deed recorded September 24, 2019 under Instrument No. 2019-00386657, Real Property Records, Angelina County, Texas.

[signature page(s) to follow]

IN WITNESS WHEREOF, this Deed is thus executed on the dates set forth below, but to be effective as of and from the Effective Date set forth above.

By: Brandon Hill, Vice President

ACCEPTED AND AGREED:

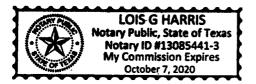
Ray Harlow

STATE OF TEXAS

§ 8

COUNTY OF Montague

This instrument was acknowledged before me on the 11 day of 2019, by Brandon Hill, Vice President of OREAL, Inc.



Notary Public in and for the State of Texas

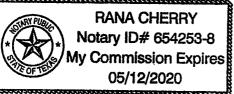
STATE OF TEXAS

8

COUNTY OF ANGELINA

_ §

This instrument was acknowledged before me on the 17th day of 12019, by Ray Harlow.



Notary Public in and for

the State of Texas

AFTER RECORDING RETURN TO:

John D. Stover 1616 S. Chestnut Lufkin, Texas 75901 ND 4846-2052-2670 v l

EXHIBIT A

to

SPECIALWARRANTYDEED Description of Property

Being 0.50 acres, more or less, out of the John Evans Surrey, Abstract No. 221, Angelina County, Texas, more particularly described as follows:

FIELD NOTES FOR 0.50 ACRE TRACT AROUND SANITARY SEWER IN MOFFETT TWIN OAKS SUBDIVISION

BEING all that 'certain tract or parcel of land lying and situated in Angelina County, Texas out of the JOHN EVANSSURVEY, ABSTRACT NO. 221 and being a part or portion of that certain 96.4 acre tract described in a deed from Bernard Callaway to Callaway and Seville, Inc., dated March 21, 1973 and recorded in Volume 398, on Page 345 of the Deed Records of Angelina County, Texas to Which reference is hereby made for all purposes and the said part or portion being described by metes and bounds as follows, to-wit:

BEGINNING at the Southeast corner of that certain 2.000 acre tract described in a deed from Callaway and Seville, Inc. to Leon Tillman, dated August, 1978 and recorded in Volume 480, on Page 642 of the Deed Records of Angelina County, Texas, a ½" iron pin found for corner on the most Northern East boundary line of the aforesaid referred to 6.4 acre tract;

THENCE S 1° 10' 00" E; with the most Northern East boundary line of the said 96.4 acre tract; at 147.68 feet a ½" iron pin set for corner;

THENCE N 89°11' 00" W, at 150.06 feet a 1/2" iron pin set for corner;

THENCE N 0° 45' 48" E, at 147.59 feet intersect the South boundary line of the said 2.000 acre tract, a ½" iron pin set for corner;

THENCE S 89° 11' 00" E, with the South boundary line of the said 2.000 acre tract, at 145.08 feet the point and place of beginning and containing 0.50 acre of land, more or less.

Accepted for Filins in: Anselina County On: Jan 06:2020 at 02:11P