

EXHIBIT C

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**SPECIAL WARRANTY DEED
WITH VENDOR'S LIEN**

Date: December 31, 1996

Grantor: AUSTIN HOUSING FINANCE CORPORATION, a Texas public, nonprofit corporation

Grantor's Mailing Address (including county):

c/o Austin Housing Finance Corporation
Attn: Welcome Home Program Manager
505 Barton Springs Road - Suite 600 (78704)
P.O. Box 1088
Austin, Travis County, Texas 78767-8828

Grantee: ANDERSON COMMUNITY DEVELOPMENT CORPORATION, a Texas non-profit corporation

Grantee's Mailing Address (including county):

c/o Ray Dell Galloway, President
1914-B East Twelfth Street
Austin, Travis County, Texas 78702

Consideration:

ONE AND NO/100 DOLLAR (\$1.00), other valuable consideration, and by the vendor's lien retained in this deed.

Property (including any improvements):

The real estate or interest therein described in **Exhibit "A"** attached to this deed and by this reference incorporated in it, all fixtures and improvements situated thereon and all rights, titles and interests appurtenant thereto.

Reservations from and Exceptions to Conveyance and Warranty:

1. The obligations set forth in that certain CBDO Grant Agreement dated July 17, 1995, amended on August 30, 1995, further amended on March 22, 1996, and further amended on December 20, 1996, between Grantor and Grantee (the "Grant Agreement").

FAILURE ON THE PART OF THE GRANTEE HEREIN TO FULFILL AND COMPLETE ALL OF ITS OBLIGATIONS AND COVENANTS IN THE GRANT AGREEMENT MAY, AT THE SOLE DISCRETION OF THE GRANTOR, RESULT IN A TERMINATION OF THE ESTATE CONVEYED HEREUNDER AND SHALL ENTITLE THE GRANTOR TO ENTER UPON AND TAKE POSSESSION OF THE PROPERTY.

2. The vendor's lien against and superior title to the property are retained until all obligations and covenants in the Grant Agreement are fully performed and the Grant Agreement has been terminated according to its terms, at which time this deed shall become absolute.
3. That certain Deed of Trust Securing Obligation, dated of even date with this deed, executed by Grantee, securing the obligations of Grantee in the Grant Agreement, and filed or to be filed for record in the real property records of Travis County, Texas.
4. Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments that affect the property; taxes for 1997, the payment of which Grantee assumes; and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.
5. **THE GRANTEE AGREES THAT NEITHER GRANTOR NOR CITY OF AUSTIN, TEXAS (THE "CITY") SHALL BE RESPONSIBLE OR LIABLE TO GRANTEE FOR ANY CONSTRUCTION DEFECTS, ERRORS, OMISSIONS, OR ON ACCOUNT OF ANY OTHER CONDITIONS AFFECTING THE PROPERTY AND OTHER ITEMS CONVEYED BY THIS CONDITIONAL DEED, AS GRANTEE IS PURCHASING THE SAME AS-IS, WHERE-IS, AND WITH ALL FAULTS. GRANTEE OR ANYONE CLAIMING, BY, THROUGH OR UNDER GRANTEE, HEREBY FULLY RELEASES GRANTOR AND CITY, THEIR EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS AND AGENTS FROM ANY AND ALL CLAIMS THAT IT MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST GRANTOR, CITY (IN ALL ITS CAPACITIES) AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS AND AGENTS FOR ANY COST, LOSS,**

LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM OR RELATED TO ANY CONSTRUCTION DEFECTS, ERRORS, OMISSIONS, OR OTHER CONDITIONS AFFECTING THE PROPERTY AND OTHER ITEMS CONVEYED HEREUNDER.

GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT THIS RELEASE SHALL BE GIVEN FULL FORCE AND EFFECT ACCORDING TO EACH OF ITS EXPRESSED TERMS AND PROVISIONS, INCLUDING, BUT NOT LIMITED TO, THOSE RELATING TO UNKNOWN AND UNSUSPECTED CLAIMS, DAMAGES AND CAUSES OF ACTION. THIS COVENANT RELEASING GRANTOR AND CITY SHALL BE A COVENANT RUNNING WITH THE PROPERTY AND SHALL BE BINDING UPON GRANTEE. GRANTOR HEREBY ASSIGNS WITHOUT RECOURSE OR REPRESENTATION OF ANY NATURE TO GRANTEE, EFFECTIVE UPON THE EXECUTION AND DELIVERY OF THIS CONDITIONAL DEED, ANY AND ALL CLAIMS THAT GRANTOR MAY HAVE FOR ANY SUCH ERRORS, OMISSIONS OR DEFECTS IN THE PROPERTY AND OTHER ITEMS CONVEYED HEREUNDER.

AS A MATERIAL COVENANT AND CONDITION OF THIS CONVEYANCE, GRANTEE AGREES THAT IN THE EVENT OF ANY SUCH CONSTRUCTION DEFECTS, ERRORS, OMISSIONS OR ON ACCOUNT OF ANY OTHER CONDITIONS AFFECTING THE PROPERTY, GRANTEE SHALL LOOK SOLELY TO GRANTOR'S PREDECESSORS OR TO SUCH CONTRACTORS AND CONSULTANTS, OTHER THAN GRANTOR OR CITY, AS MAY HAVE CONTRACTED FOR OR PROVIDED WORK IN CONNECTION WITH THE PROPERTY AND OTHER ITEMS CONVEYED UNDER THIS CONDITIONAL DEED FOR ANY REDRESS OR RELIEF. UPON THE ASSIGNMENT BY GRANTOR OF ITS CLAIMS, GRANTEE RELEASES GRANTOR AND CITY OF ALL RIGHTS, EXPRESS OR IMPLIED, GRANTEE MAY HAVE AGAINST GRANTOR OR CITY ARISING OUT OF OR RESULTING FROM ANY ERRORS, OMISSIONS OR DEFECTS IN THE PROPERTY AND OTHER ITEMS CONVEYED HEREUNDER. GRANTEE FURTHER UNDERSTANDS THAT SOME OF GRANTOR'S PREDECESSORS IN INTEREST MAY BE OR BECOME INSOLVENT, BANKRUPT, JUDGMENT PROOF OR OTHERWISE INCAPABLE OF RESPONDING IN DAMAGES, AND GRANTEE MAY HAVE NO REMEDY AGAINST SUCH PREDECESSORS, CONTRACTORS OR CONSULTANTS.

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, when the claim is by, through, or under Grantor but not otherwise.

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

EXECUTED AND DELIVERED as of the day and year first above written.

GRANTOR: AUSTIN HOUSING FINANCE CORPORATION

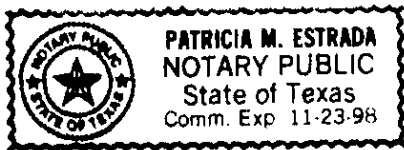
By: Candelerio Moreno
Name: Candelerio Moreno
Title: Authorized Representative

ATTACHED EXHIBIT A - Legal Description of Property

(Grantor's Corporate Acknowledgment)

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on December 30, 1996, by Candalerio Moreno, Authorized Representative of the Austin Housing Finance Corporation, a Texas public, nonprofit corporation, on behalf of said corporation.



Pat M Estrada

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Austin Housing Finance Corporation
% City of Austin, Neighborhood Housing and
Community Development Office
Attn: SCIP II Program Manager
505 Barton Springs Road - Suite 600 (78704)
P.O. Box 1088
Austin, Texas 78767-8828

PREPARED IN THE LAW OFFICE OF:

City of Austin
Law Department

APPROVED AS TO FORM:

James M. Williams
Assistant City Attorney

J:\HOUSING\CITY\CONTRACT\CDBG\CBD0\AND_SW.D.SC2

Exhibit D

RESTRICTIVE COVENANT RUNNING WITH THE LAND

Date: December 31, 1996

Owner: ANDERSON COMMUNITY DEVELOPMENT CORPORATION, a Texas non-profit corporation

Address: 1914-B East Twelfth Street (78702)
Austin, Travis County, Texas

Consideration: ONE AND NO/100 DOLLAR (\$1.00) and other good and valuable consideration paid by the Austin Housing Finance Corporation to the Owner, the receipt and sufficiency of which is acknowledged.

Affordability Period: If for rental use, twenty (20) years following completion of the project and issuance of a Certificate of Occupancy; if for homeownership use, 5 years where the amount of HOME funds provided is less than \$15,000, 10 years where the amount of HOME funds provided is \$15,000 to \$40,000, and 15 years where the amount of HOME funds provided is greater than \$40,000 following completion of the improvements to the Property and issuance of a Certificate of Occupancy.

Property: The certain real property more particularly described on Exhibit "A" attached to this Restrictive Covenant and by this reference incorporated in it, all fixtures and improvements situated thereon and all rights, titles and interests appurtenant thereto.

WHEREAS, the Owner of the Property and the Austin Housing Finance Corporation (the "Austin HFC") have agreed that the Property should be impressed with certain covenants and restrictions as conditions of entering into a CBDO Grant Agreement with City of Austin, dated July 17, 1995, amended on August 30, 1995, further amended on March 22, 1996, and further amended on December 20, 1996, (the "CHDO Agreement"), secured by the Property under Title I of the United States Housing and Community Development Act of 1974 (codified at 42 U.S.C. 3535(d) and 5301, *et seq.*), and Title II of the Cranston Gonzalez National Affordable Housing Act, Public Law 101-625 (codified at 42 U.S.C. 12701, *et seq.*), as approved November 28, 1990, and any subsequent amendments thereto;

NOW, THEREFORE, it is declared that the Owner of the Property, for the consideration, shall hold, sell and convey the Property, subject to the following covenants and restrictions impressed upon the Property by this restrictive covenant. These covenants and restrictions shall run with the land, and shall be binding on the Owner of the Property, its heirs, successors, and assigns.

1. If the Property is used as rental housing and provided paragraph 3.A of this restrictive covenant does not apply, the Property shall remain affordable housing as required by 24 Code of Federal Regulations (the "C.F.R.") §92.252 (the "rental affordability requirements") for the affordability period. To remain affordable rental housing under the affordability requirements the property:
 - A. shall bear rents not greater than the lesser of:
 - (1) the fair market rent for existing housing for comparable units in the area as established by the United States Department of Housing and Urban Development (the "HUD") under 24 C.F.R. §888.111, less the monthly allowance for the utilities and services (excluding telephone) to be paid by the tenant; or

- (2) a rent that does not exceed 30 percent of the adjusted income of a family whose gross income equals 65 percent of the median income for the area, as determined by HUD, with adjustment for number of bedrooms in the unit, except that HUD may establish income ceilings higher or lower than 65 percent of the median for the area on the basis of HUD's findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes. In determining the maximum monthly rent that may be charged for a unit that is subject to this limitation, the owner or participating jurisdiction must subtract a monthly allowance for any utilities and services (excluding telephone) to be paid by the tenant. HUD will provide average occupancy per unit and adjusted income assumptions to be used in calculating the maximum rent allowed under this paragraph A.(2); and
- the qualifying rent established for the property under this paragraph may be adjusted by HUD only if HUD finds: (x) that an adjustment is necessary to support the continued financial viability of the property and (y) only by an amount that HUD determines is necessary to maintain continued financial viability of the property;
- B. has, if the property has three or more rental units, or if the owner has multiple one or two unit properties with three or more rental units, not less than 20 percent of the rental units:
- (1) occupied by very low-income families (which is defined by 24 C.F.R. §92.2 as families whose annual as defined by 24 C.F.R. part 813 do not exceed 50 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 50 percent of the median for the area on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes) who pay as a contribution toward rent (excluding any federal or state rental subsidy provided on behalf of the family) not more than 30 percent of the gross income of a family whose income equals 50 percent of the median income for the area, as determined by HUD, with adjustment for smaller and larger families, except that HUD may establish income ceilings higher or lower than 50 percent of the median for the area on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes. In determining the maximum monthly rent that may be charged for a unit that is subject to this limitation, the owner must subtract a monthly allowance for any utilities and services (excluding telephone) to be paid by the tenant. HUD will provide Austin HPC, and Austin HPC will provide Owner average occupancy per unit assumptions to be used in calculating the maximum rent allowed under this paragraph;
- C. is occupied only by households that qualify as low-income families (which is defined by 24 C.F.R. §92.2 as families whose annual as defined by 24 C.F.R. part 813 do not exceed 80 percent of the median family income for the area, as determined by HUD with adjustments for smaller and larger families, except that HUD may establish income ceilings higher or lower than 80 percent of the median for the area on the basis of HUD findings that such variations are necessary because of prevailing levels of construction costs or fair market rents, or unusually high or low family incomes);
- D. is not refused for leasing to a holder of a certificate of family participation under 24 C.F.R. part 882 (HUD's Rental Certificate Program) or a rental voucher under 24 C.F.R. part 887 (HUD's Rental Voucher Program) or to the holder of a comparable document evidencing participation in a HUD HOME tenant-based assistance program because of the status of the prospective tenant as a holder of such certificate of family participation, rental voucher, or comparable HUD HOME tenant-based assistance document; and
- E. Austin HPC must review and approve rents proposed by owner for units subject to maximum rent limitations in paragraphs 1.A.(1), 1.A.(2), and 1.B.(2) of this restrictive covenant, and, if applicable, must review and approve, for all units subject to paragraph 1.A, the monthly allowances, proposed by owner, for utilities and services to be paid by tenant. The owner must re-examine the income of each tenant household living on the property at least annually. The maximum monthly rent must be recalculated by owner and reviewed and approved by Austin HPC annually, and may change as changes in the applicable gross rent amounts, the

income adjustments, or the monthly allowance for utilities and services warrant. Any increase in rents for lower-income units is subject to the provisions of outstanding leases, and before owner implements any increase in rents, owner must provide tenants of those units notice before implementing any increase in rents.

2. If the Property is used as homeownership housing and provided paragraph 3.A of this restrictive covenant does not apply, the Property shall remain affordable housing as required by 24 Code of Federal Regulations (the "C.F.R.") §92.254 (the "homeownership affordability requirements") for the affordability period. To remain affordable homeownership housing under the affordability requirements the property:

- A.
 - (1) shall have an initial purchase price that does not exceed 95% of the median purchase price for the type of single-family housing (1- to 4-family residence, condominium unit, cooperative unit, combination manufactured home and lot, or manufactured home lot) for the jurisdiction as determined by HUD, and
 - (2) shall have an estimated appraised value at sale, if standard, or after any repair needed to meet property standards in 24 CFR §92.251, that does not exceed the limit described in 2.A.(1);
 - B. is, at the time of subsequent purchase, the principal residence of an owner whose family qualifies as a HUD low-income family as defined at 24 CFR §92.2;
 - C. is made available for initial purchase only to a first-time buyers as defined at 24 CFR §92.2; and
 - D. is subject to resale restrictions or recapture provisions for the affordability period that either:
 - (1) make the property available for subsequent purchase only to a low-income family that will use the property as its principal residence; and
 - (a) provide the previous owner with a fair return on their investment, including any improvements, as determined by Austin HPC in its sole discretion, and
 - (b) ensure that the housing will remain affordable to a reasonable range of low-income homebuyers, as determined by Austin HPC in its sole discretion; or
 - (2) recapture the full HOME investment out of the net proceeds (net proceeds means the sales price minus loan repayment and closing costs), except if the net proceeds are not sufficient to recapture the full HOME investment, which in such event the HOME investment amount may be reduced pro rata based on the time the homeowner owned and occupied the property measured against the required affordability period, provided the recapture so calculated will not result in the homeowner recovering more than the amount of homeowner's downpayment, principal payments, and any capital improvements made to the Property.
3. A. Upon foreclosure by a lender or other transfer in lieu of foreclosure, the affordability period shall be suspended if the foreclosure by a lender or other transfer in lieu of foreclosure recognizes any contractual or legal rights of public agencies, non-profit sponsors, or others to take actions that would avoid termination of low-income affordability. However, if at any time following transfer by foreclosure or transfer in lieu of foreclosure, but still during the term of the affordability period, the owner, any newly formed entity that includes owner, or those whom owner has or had family or business ties, obtains an ownership interest in the property, the affordability period shall be revived according to its original terms.
- B. Despite a temporary non-compliance with paragraphs 1.B and 1.C of this restrictive covenant, if the non-compliance is caused by increases in the incomes of existing tenants and if actions satisfactory to HUD, as evidenced in writing, are being taken to ensure that all vacancies are filled in accordance with this restrictive covenant until the non-compliance is corrected, the property will continue to qualify as affordable housing. Unless the property has been allocated low-income housing tax credit by a housing credit agency pursuant

to section 42 of the Internal Revenue Code of 1986 (26 United States Code 42), tenants who no longer qualify as low-income families must pay as rent the lesser of:

- (1) the amount payable by the tenant under state or local law, or
 - (2) 30 percent of the family's adjusted monthly income, as defined in 24 C.F.R. part 883 and as re-certified annually.
- C. Purchase and/or rehabilitation of a manufactured housing unit qualifies as affordable rental or homeownership housing only if, at the time of project completion, the unit:
- (1) is situated on a permanent foundation;
 - (2) is connected to permanent utility hook-ups;
 - (3) is located on land that is held in a fee-simple title, land-trust, or long-term ground lease with a term at least equal to that of the affordability period;
 - (4) meets the construction standards established under 24 C.F.R. 3280; and
 - (5) meets all requirements of this restrictive covenant.
4. If there are any changes in applicable laws or authorities, it is expressly understood and agreed that the changes are automatically incorporated in this Restrictive Covenant without specific reference.
 5. If any person or entity shall violate or attempt to violate this agreement and covenant, it shall be lawful for the Owner or Austin HPC to prosecute proceedings at law or in equity against such person or entity violating or attempting to violate such agreement or covenant, to prevent the person or entity from such actions, and to collect damages for such actions.
 6. If any part of this agreement or covenant is declared invalid, by judgment or court order, the same shall in no way affect any of the other provisions of this agreement, and such remaining portion of this agreement shall remain in full effect.
 7. If at any time the Owner or Austin HPC fails to enforce this agreement, whether or not any violations of it are known, such failure shall not constitute a waiver or estoppel of the right to enforce it.
 8. This agreement may be modified, amended, or terminated only by joint action of both (a) a majority of the members of the Board of Directors of the Austin HPC, and (b) by the owner(s) of the Property at the time of such modification, amendment or termination, and provided any modification, amendment, or termination is in compliance with the affordability requirements.

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

EXECUTED, DELIVERED, AND EFFECTIVE as of the date first above written.

OWNER: ANDERSON COMMUNITY DEVELOPMENT CORPORATION

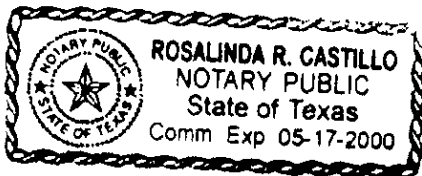
By: Randy H. Conway

Name: Ray Dell Galloway
Title: President

(Owner's Acknowledgment)

STATE OF TEXAS
COUNTY OF TRAVIS

This instrument was acknowledged before me on December 31st, 1996 by Ray Dell Galloway, President,
ANDERSON COMMUNITY DEVELOPMENT CORPORATION, on behalf of the corporation.



Rosalinda R. Castillo
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Austin Housing Finance Corporation
% Austin HFC Manager
505 Barton Springs Road - Suite 600 (78704)
P.O. Box 1088
Austin, Texas 78767-8828

PREPARED IN THE LAW OFFICE OF:

City of Austin
Law Department

APPROVED AS TO FORM:

James M. Williams
Assistant City Attorney

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS
12843 0101

EXHIBIT 'A'

1. 1162 Curve Street, Tax Parcel No. 0208061210, also known as:

The most Southerly portion of Lot 9, George L. Robertson's Subdivision of Outlot 55, Division "B", City of Austin, Travis County, Texas, according to the map or plat thereof recorded in Volume Z, Page 599, Deed Records of Travis County, Texas, being the same property conveyed to Robert Brown by deed recorded in Volume 338, Page 625, of the Deed Records of Travis County, Texas.

2. 900 Juniper Street, Tax Parcel No. 0208061214, also known as:

The South one-half (S 1/2) of Lot 1, Resubdivision of Lots 10 and 11, of George L. Robertson's Subdivision of Outlot 55, Division "B", a subdivision of Travis County, Texas, according to the map or plat of record in Volume 144, Page 419, Deed Records of Travis County, Texas, being the same property conveyed to Minnie Hughes by Deed dated August 6, 1970, recorded in Volume 3911, Page 2194, Deed Records of Travis County, Texas.

3. 908 Juniper Street, Tax Parcel No. 0208061211, also known as:

The South portion of Lot 6, Resubdivision of Lots 10 and 11, George L. Robertson's Subdivision of Outlot 55, Division "B", City of Austin, Travis County, Texas, a subdivision in Travis County, according to the map or plat of record in Volume 144, Page 419, Deed Records of Travis County, Texas, being the same property conveyed to Cleora Ross Parker by deed dated May 11, 1953, recorded in Volume 1344, Page 345, Deed Records of Travis County, Texas.

4. 1002 Juniper Street, Tax Parcel No. 0208061317, also known as:

The Southeast portion of Lot 8, George L. Robertson's Subdivision of Outlot 55, Division "B", City of Austin, Travis County, Texas, according to the map or plat thereof recorded in Volume Z, Page 599, Deed Records of Travis County, Texas, being the same property described in deed recorded in Volume 2271, Page 388, Deed Records of Travis County, Texas.

5. 1006 Juniper Street, Tax Parcel No. 0208061315, also known as:

The Southeast portion of Lot 7, George L. Robertson's Subdivision of Outlot 55, Division "B", City of Austin, Travis County, Texas, according to the map or plat of record in Volume Z, Page 599, Deed Records of Travis County, Texas, being the same property described in deed recorded in Volume 2874, Page 587, and Volume 538, Page 549, Deed Records of Travis County, Texas.

6. 1112 Juniper Street, Tax Parcel No. 0208061509, also known as:

The South 77 feet, more or less, of Lot 51, George L. Robertson's Subdivision of Outlot 55, Division "B", City of Austin, Travis County, Texas, according to the map or plat thereof recorded in Volume Z, Page 599, Deed Records of Travis County, Texas, being the same property described in deed recorded in Volume 6153, Page 2058, Deed Records of Travis County, Texas.

7. 1110 Juniper Street, Tax Parcel No. 0208061510, also known as:

The South 96 feet of Lot 50, Outlot 55, Division "B", an addition in the City of Austin, Travis County, Texas, according to the map or plat thereof, recorded in Book Z, Page 599, Deed Records of Travis County, Texas.

8. 908 Catalpa Street, Tax Parcel No. 0208060511, also known as:

The Southwest one-quarter (SW 1/4), more or less, of Lot 18, George L. Robertson's Subdivision of Outlot 55, Division "B", City of Austin, Travis County, Texas, according to the map or plat thereof recorded in Volume Z, Page 599, Deed Records of Travis County, Texas, being the same property described in deed recorded in Volume 614, Page 156, Deed Records of Travis County, Texas.

9. 910 Catalpa Street, Tax Parcel No. 0208060510, also known as:

The Southeast one-quarter (SE 1/4), more or less, of Lot 18, George L. Robertson's Subdivision of Outlot 55, Division "B", City of Austin, Travis County, Texas, according to the map or plat thereof recorded in Volume Z, Page 599, Deed Records of Travis County, Texas, being the same property described in deed recorded in Volume 490, Page 320, Deed Records of Travis County, Texas.

10. 1008 Catalpa Street, Tax Parcel No. 0208060612, also known as:

The East 16.3 feet of the South 104 feet of Lot 15, and the South 104 feet of Lot 32, George L. Robertson's Subdivision of Outlot 55, Division "B", City of Austin, Travis County, Texas, according to the map or plat thereof recorded in Volume Z, Page 599, Deed Records of Travis County, Texas, being the same property described in deed to John F. McNamara dated March 22, 1916, recorded in Volume 290, Page 364, Deed Records of Travis County, Texas.

11. 1010 Catalpa Street, Tax Parcel No. 0208060611, also known as:

The East 40' of the South 104 feet, more or less, of Lot 32, George L. Robertson's Subdivision of Outlot 55, Division "B", City of Austin, Travis County, Texas, according to the map or plat thereof recorded in Volume Z, Page 599, Deed Records of Travis County, Texas, being the same property described in deed recorded in Volume 507, Page 105, Deed Records of Travis County, Texas.

12. 1012 Catalpa Street, Tax Parcel No. 0208060610, also known as:

The South portion of Lot 33, George L. Robertson's Subdivision of Outlot 55, Division "B", City of Austin, Travis County, Texas, according to the map or plat thereof recorded in Volume Z, Page 599, Deed Records of Travis County, Texas, being the same property described in deed recorded in Volume 1990, Page 510, Deed Records of Travis County, Texas.

13. 1003 Catalpa Street, Tax Parcel No. 0208060916, also known as:

Lot 5, Resubdivision of Lots 14, 30, 31, The East 50' of Lot 13, and the West 50' of Lot 29, of George L. Robertson Subdivision of Outlot 55, Division "B", of the City of Austin, according to the map or plat thereof recorded in Volume 95, Page 14, of the Plat Records of Travis County, Texas.

14. 1005 Catalpa Street, Tax Parcel No. 0208060917, also known as:

Lot 6, Resubdivision of Lots 14, 30, 31, The East 50' of Lot 13, and the West 50' of Lot 29, of George L. Robertson Subdivision of Outlot 55, Division "B", of the City of Austin, according to the map or plat thereof recorded in Volume 95, Page 14, of the Plat Records of Travis County, Texas.

15. 1007 Catalpa Street, Tax Parcel No. 0208060918, also known as:

Lot 7, Resubdivision of Lots 14, 30, 31, The East 50' of Lot 13, and the West 50' of Lot 29 of George L. Robertson Subdivision of Outlot 55, Division "B", of the City of Austin, Texas, according to the map or plat of record in Volume 95, Page 14, of the Plat Records of Travis County, Texas.

16. 1009 Catalpa Street, Tax Parcel No. 0208060904, also known as:

Lot 8, Resubdivision of Lots 14, 30, 31, The East 50' of Lot 13, and the West 50' of Lot 29, of George L. Robertson Subdivision of Outlot 55, Division "B", of the City of Austin, Texas, according to the map or plat of record in Volume 95, Page 14, of the Plat Records of Travis County, Texas.

17. 1011 Catalpa Street, Tax Parcel No. 0208060919, also known as:

Lot 9, Resubdivision of Lots 14, 30, 31, The East 50' of Lot 13, and the West 50' of Lot 29, of George L. Robertson Subdivision of Outlot 55, Division "B", of the City of Austin, Texas, according to the map or plat of record in Volume 95, Page 14, of the Plat Records of Travis County, Texas.

18. 1002 Olive Street, Tax Parcel No. 0208060925, also known as:

Lot 4, Resubdivision of Lots 14, 30, 31, The East 50' of Lot 13, and the West 50' of Lot 29, of George L. Robertson Subdivision of Outlot 55, Division "B", of the City of Austin, Texas, according to the map or plat of record in Volume 95, Page 14, of the Plat Records of Travis County, Texas.

19. 1004 Olive Street, Tax Parcel No. 0208060924, also known as:

Lot 3, Resubdivision of Lots 14, 30, 31, The East 50' of Lot 13, and the West 50' of Lot 29, of George L. Robertson Subdivision of Outlot 55, Division "B", of the City of Austin, Texas, recorded in Volume 95, Page 14, of the Plat Records of Travis County, Texas.

20. 1006 Olive Street, Tax Parcel No. 0208060923, also known as:

Lot 2, Resubdivision of Lots 14, 30, 31, The East 50' of Lot 13, and the West 50' of Lot 29, of George L. Robertson Subdivision of Outlot 55, Division "B", of the City of Austin, Texas, according to the map or plat of recorded in Volume 95, Page 14, of the Plat Records of Travis County, Texas.

21. 1008 Olive Street, Tax Parcel No. 0208060922, also known as:

Lot 1, Resubdivision of Lots 14, 30, 31, The East 50' of Lot 13, and the West 50' of Lot 29, of George L. Robertson Subdivision of Outlot 55, Division "B", of the City of Austin, Texas, according to the map or plat of recorded in Volume 95, Page 14, of the Plat Records of Travis County, Texas.

22. 1184 Waller Street, Tax Parcel No. 0208060921, also known as:

Lot 11, Resubdivision of Lots 14, 30, 31, The East 50' of Lot 13, and the West 50' of Lot 29, of George L. Robertson Subdivision of Outlot 55, Division "B", of the City of Austin, Texas, according to the map or plat of recorded in Volume 95, Page 14, of the Plat Records of Travis County, Texas.

23. 1186 Waller Street, Tax Parcel No. 0208060920, also known as:

Lot 10, Resubdivision of Lots 14, 30, 31, The East 50' of Lot 13, and the West 50' of Lot 29, of George L. Robertson Subdivision of Outlot 55, Division "B", of the City of Austin, Texas, according to the map or plat of recorded in Volume 95, Page 14, of the Plat Records of Travis County, Texas.

24. 1012 Olive Street, Tax Parcel No. 0208060914, also known as:

The West portion of the South 110 feet, more or less, of Lot 28, George L. Robertson's Subdivision of Outlot 55, Division "B", City of Austin, Travis County, Texas, according to the map or plat thereof recorded in Volume Z, Page 599, Deed Records of Travis County, Texas, being the same property described in deed recorded in Volume 4740, Page 741, Deed Records and Volume 11844, Page 2498, Real Property Records of Travis County, Texas.

25. 1014 Olive Street, Tax Parcel No. 0208060913, also known as:

The East portion of the South 110 feet, more or less, of Lot 28, George L. Robertson's Subdivision of Outlot 55, Division "B", City of Austin, Travis County, Texas, according to the map or plat thereof recorded in Volume Z, Page 599, Deed Records of Travis County, Texas, being the same property described in Volume 3315, Page 2075, Deed Records and in Volume 11844, Page 2511, Real Property Records of Travis County, Texas.

26. 904 Olive Street, Tax Parcel No. 0208060803, also known as:

Lot 12, of the Resubdivision of Lots 10 and 11, of George L. Robertson's Subdivision of Outlot 55, Division "B", City of Austin, Travis County, Texas, according to the map or plat thereof recorded in Volume 144, Page 419, Deed Records of Travis County, Texas.

27. 906 Olive Street, Tax Parcel No. 0208060804, also known as:

Lot 11, of the Resubdivision of Lots 10 and 11, of George L. Robertson's Subdivision of Outlot 55, Division "B", City of Austin, Travis County, Texas, according to the map or plat thereof recorded in Volume 144, Page 419, Deed Records of Travis County, Texas.

28. 908 Olive Street, Tax Parcel No. 0208060805, also known as:

Lot 10, of the Resubdivision of Lots 10, and 11, of George L. Robertson's Subdivision, of Outlot 55, Division "B", in the City of Austin, Travis County, Texas, according to the map or plat thereof recorded in Volume 144, Page 419, Deed Records of Travis County, Texas.

29. 911 Olive Street, Tax Parcel No. 0208061206, also known as:

The North portion of Lot 6, of the Resubdivision of Lots 10 and 11, of George L. Robertson's Subdivision of Outlot 55, Division "B", City of Austin, Travis County, Texas, according to the map or plat record in Volume 144, Page 419, Deed Records of Travis County, Texas, being the same property described in deeds recorded in Volume 3832, Page 505, and Volume 1341, Page 520, of Deed Records of Travis County, Texas.

30. 1164 Curve Street, Tax Parcel No. 0208061209, also known as:

The South 50 feet of the North 100 feet of Lot 9, George L. Robertson's Subdivision of Outlot 55, Division "B", City of Austin, Travis County, Texas, according to the map or plat thereof recorded in Volume Z, Page 599, Deed Records of Travis County, Texas, being the same property described in deed recorded in Volume 3586, Page 151, Deed Records of Travis County, Texas.

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

31. 1169 Curve Street, Tax Parcel No. 0208061319, also known as:

The South 45 feet , more or less, of the Northwest 1/4 of Lot 8, George L. Robertson's Subdivision of Outlot 55, Division "B", City of Austin, Travis County, Texas, according to the map or plat of record in Volume Z, Page 599, Deed Records of Travis County, Texas, being the same property described in deeds recorded in Volume 11064, Page 39, and Volume 10032, Page 474, Real Property Records of Travis County, Texas .

32. 1003 Olive Street, Tax Parcel No. 0208061302, also known as:

The Northeast portion of Lot 8, George L. Robertson's Subdivision of Outlot 55, Division "B", City of Austin, Travis County, Texas, according to the map or plat of record in Volume Z, Page 599, Deed Records of Travis County, Texas, being the same property more particularly described by metes and bounds in deed recorded in Volume 9729, Page 723, Real Property Records of Travis County, Texas .

33. 1005 Olive Street, Tax Parcel No. 0208061303, also known as:

0.181 acre of land, more or less, being the Northwest portion of Lot 7, George L. Robertson's Subdivision of Outlot 55, Division "B", City of Austin, Travis County, Texas, according to the map or plat of record in Volume Z, Page 599, Deed Records of Travis County, Texas, being the same property described as the West 1/2 of the North 1/2 of Lot 7 in deeds recorded in Volume 1094, Page 54, and Volume 4545, Page 2344, Deed Records of Travis County, Texas, and in Volume 12282, Page 644, of the Real Property Records of Travis County, Texas .

34. 1108 Olive Street, Tax Parcel No. 0208061103, also known as:

Part of Lot 41, of the Subdivision of Outlot 55, Division "B", in the City of Austin, Travis County, Texas, according to the map or plat of said subdivision recorded in Book Z, Page 599, Plat Records of Travis County, Texas, and being the same property described in a Warranty Deed recorded in Volume 7650, Page 947, Real Property Records of Travis County, Texas , and being more particularly described by metes and bounds in Warranty Deed recorded in Volume 11849, Page 1864, Real Property Records of Travis County, Texas.

35. 1164 Waller Street, Tax Parcel No. 0208061312, also known as:

Part of Lot 24, George L. Robertson's Subdivision of Outlot 55, Division "B", City of Austin, Travis County, Texas, according to the map or plat thereof recorded in Volume Z, Page 599, Deed Records of Travis County, Texas; being the same property described in deed recorded in Volume U, Page 563, Deed Records of Travis County, Texas, LESS, SAVE and EXCEPT that portion conveyed to the City of Austin by Street Deed dated October 4, 1976, recorded in Volume 5597, Page 403, Deed Records of Travis County, Texas.

36. 901 East 12th Street, Tax Parcel No. 0208060501, also known as:

The North portion of Lot 20, George L. Robertson's Subdivision of Outlot 55, Division "B", City of Austin, Travis County, Texas, according to the map or plat thereof recorded in Volume Z, Page 599, Deed Records of Travis County, Texas; being the same property described in deed recorded in Volume 939, Page 104, Deed Records of Travis County, Texas, LESS, SAVE and EXCEPT that portion conveyed to the City of Austin by Street Deed dated April 29, 1976, recorded in Volume 5421, Page 1415, Deed Records of Travis County, Texas.

37. 1115 East 12th Street, Tax Parcel No. 0208060608, also known as:

A part of Lot 34, George L. Robertson's Subdivision of Outlot 55, Division "B", City of Austin, Travis County, Texas, according to the map or plat of record in Volume Z, Page 599, Deed Records of Travis County, Texas; being the same property described in deed recorded in Volume 722, Page 632, Deed Records of Travis County, Texas, LESS, SAVE and EXCEPT that portion conveyed to Sebron Smith by deed dated December 15, 1949, recorded in Volume 1041, Page 267, Deed Records of Travis County, Texas.

38. 1400 East 12th Street, Tax Parcel No. 0207081211, also known as:

Lot 1, Block "3", of James O'Reilly's Subdivision of Outlot 38, Division "B", in the City of Austin, Travis County, Texas, according to the map or plat thereof, recorded in Book 1, Page 39, Plat Records of Travis County, Texas.

39. 1328 East 12th Street, Tax Parcel No. 0207080811, also known as:

The East 49 feet of Lot 6, Block "2", of James O'Reilly's Subdivision of Outlot 38, Division "B", an addition in Travis County, Texas, according to the map or plat thereof recorded in Book 1, Page 39, of the Plat Records of Travis County, Texas.

40. 1320 East 12th Street, Tax Parcel No. 0207080813, also known as:

The East 65 feet of Lot 4, Block "2", of James O'Reilly's Subdivision of Outlot 38, Division "B", an addition to the City of Austin, Travis County, Texas, according to the map or plat thereof recorded in Book 1, Page 39, of the Plat Records of Travis County, Texas.

41. 1322 East 12th Street, Tax Parcel No. 0207080812, also known as:

Lot 5, and the West 20 feet of Lot 6, Block "2", of James O'Reilly's Subdivision of Outlot 38, Division "B", an addition to the City of Austin, Travis County, Texas, according to the map or plat thereof recorded in Volume 1, Page 39, of the Plat Records of Travis County, Texas.

FILED

96 DEC 31 AM 11:49

STATE OF TEXAS

COUNTY OF TRAVIS

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 Volume and Page of the named RECORDS of Travis County, Texas, on

DEC 31 1996



COUNTY CLERK
TRAVIS COUNTY, TEXAS

RECORDER'S MEMORANDUM-At the time of recordation this instrument was found to be inadequate for the best photographic reproduction, because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts, additions and changes were present at the time the instrument was filed and recorded.

RECEIPT#: A00057340 TRANS#: A5871 DEPT: REGULAR RECORD \$37.00

CASHIER: BATUE FILE DATE: 12/31/96 TRANS DATE: 12/31/96
PAID BY: CASH, CHECK# 1131

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

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