

THE STATE OF TEXAS,

BY THIS AGREEMENT AND CONTRACT,

COUNTY OF McLennan

Parties

J.L. Pippin, Jr. & D.B. Pippin, Independent
Executors of the Pippin Estates

hereinafter called Seller,

acting through the undersigned and duly authorized Agent, hereby sells and agrees to convey unto

The City of Bellmead

, hereinafter called Purchaser,

Properties

the following described property: Lying and situated in McLennan County, Texas, being 15 acres out of the 472.7 acre tract out of the LaVega Eleven League Grant described in deed of Record in Vol. 525, Page 524, McLennan County, Texas Deed Records. Said 15 acre tract to begin at a point in the S.E. corner of the Pippin property known as Block 36 and extending north parallel with Wheeler Street to a point necessary to make up 15 acres, and said 15 acre tract to consist of all of Block 36 and part of Block 34 of the above described property.

the purchase price is \$6,750.00 , payable as follows:

\$ 6,750.00 Cash (of which Purchaser has deposited with the undersigned Agent

\$1,000.00 as part payment, receipt of which is hereby acknowledged by said Agent):

Balance of cash to be paid upon approval of Purchaser's Attorney and delivery of General Warranty Deed.

Terms

~~The said executed note to be secured by Vendor's Lien and Deed of Trust with power of sale and with the usual covenants as to taxes, insurance, and default.~~

Title

Seller agrees to furnish Marketable abstract of title to said property, which shall be conveyed free and clear of any and all encumbrances ~~except those named herein.~~

If abstract is furnished, Purchaser agrees, within ten days from the receipt of said abstract either to accept the title as shown by said abstract or to return it to the undersigned Agent with the written objections to the title. If said abstract is not returned to the Agent with the written objections noted within the time specified, it shall be construed as an acceptance of said title. If title policy is furnished, Purchaser agrees to consummate the sale within ten days from date title company approves title.

Closing

If any title objections are made, then the Seller or his Agent shall have a reasonable time to cure said objections and show good and marketable title. In the event of failure to furnish good and marketable title, the purchase money hereby receipted for is to be returned to Purchaser upon the cancellation and return of this contract, or Purchaser may enforce specific performance of same.

Seller agrees when the title objections have been cured, to deliver a good and sufficient General Warranty Deed properly conveying said property to said Purchaser, and Purchaser agrees, when said deed is presented, to pay the balance of the cash payment and ~~execute the note and Deed of Trust herein provided for.~~ Should the Purchaser fail to consummate this contract as specified for any reason, except title defects, Seller shall have the right to retain said cash deposits as liquidated damages for the breach of this contract, and shall pay to Agent therefrom the sum of \$ or Seller may enforce specific performance of this contract.

Taxes

Taxes for the current year, and current rents, insurance, and interest, (if any), are to be prorated to date of closing.

Seller agrees to pay the undersigned duly authorized agent a commission of \$ 337.50 in cash for negotiating this sale.

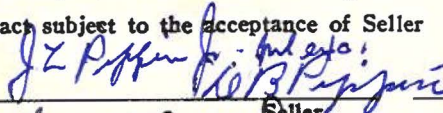
Special Conditions

Executed in triplicate this 10 day of September

19 59

This contract subject to the acceptance of Seller

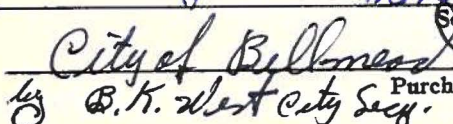
Accepted:



NIX & RICHARDS

Seller:

By



Purchaser.

Agent for

THE STATE OF TEXAS,
COUNTY OF

_____, in and for said County, Texas, on this day personally appeared _____ and _____, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said _____ wife of the said _____ having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said _____ acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

(L. S.)

CONTRACT OF SALE	
TO	
Address.....	
City.....	
To be Closed.....	19.....

URAN, SOULES & CO., INC.

CONSULTING ENGINEERS & LAND SURVEYORS

206 NORTH SIXTH STREET

WACO, TEXAS

C. H. URAN, PRESIDENT
W. F. SOULES, VICE-PRESIDENT
B. W. KITTRELL, SECRETARY

PHONE PLAZA 6-2118

September 28, 1959

For J. L. and D. B. Pippin

Fieldnotes for a survey of 15.036 acres of land out of Section 7, Range 9 of the Tomas de la Vega 11 League Grant in McLennan County, Texas, and being a part of Blocks 34 and 36 of a subdivision of said league lands as shown by map which is recorded in Volume 111, Page 110 of the McLennan County, Texas Deed Records, and being a part of that certain 472.7 acre tract conveyed to J. L. and D. B. Pippin by deed recorded in Volume 525, Page 524 of the said deed records.

Beginning at an iron stake at the SE corner of the said 472.7 acre tract for the SE corner of this.

Thence S $60^{\circ}49'$ W 669.44 feet with the South line of the said 472.7 acre tract, the South line of the said Block 36, to an iron stake at its SW corner, the lower SW corner of the said 472.7 acre tract and in the West line of Sections 7 and 8, Range 9 of the said Grant, said point being in the East line of Barlow Street in Bellmead, Texas.

Thence N $27^{\circ}58'$ W 791.15 feet with an old hedgerow, the East line of the said Barlow Street and as extended the West lines of said Blocks 34 and 36 to an iron stake for the NW corner of this.

Thence N $61^{\circ}27'$ E 882.9 feet to an iron stake for the NE corner of this in the West line of the M-K & T Railroad right-of-way (formerly the old H & T C Railroad).

Thence in a Southeasterly direction around a curve to the right, radius 3262.71 feet, a distance of 288.5 feet with the West line of the said right-of-way to an iron stake at its intersection with the main West line of the M K & T Railroad right-of-way in the East line of the said 472.7 acre tract

Thence S $02^{\circ}04'$ E 555.6 feet with an old fence line, the East line of the said 472.7 acre tract, the West line of said right-of-way to the place of beginning.

Surveyed September 24, 1959

URAN, SOULES AND COMPANY, INC.

B. W. Kittrell

B. W. Kittrell
Registered Public Surveyor



WACO, TEXAS

24	23	22	21	20	19
		4			
13	14	15	16	17	18

J. H. LIPPARD
TRACT

EAST LINE
FRACTIONS "C"

BARLOW ST.

N 27° 58' W
WEST LINE
SECTIONS 7 & 8
RANGE 9 AND
LOWER WEST
LINE 472.7 AC.

LOWER
S.W. COR
472.7 AC.

HATCHER ST.

HOUSE

STATE HIGHWAY #31

PLAT SHOWING SURVEY OF 15.036 ACRES OUT OF THE TOMAS DE LA VEGA II LEAGUE GRANT IN McLENNAN COUNTY, TEXAS, BEING A PART OF THAT CERTAIN 472.7 ACRE TRACT OF LAND CONVEYED TO J.L. PIPPIN AND D. PIPPIN BY DEED RECORDED IN VOL. 525, PAGE 524 OF McLENNAN COUNTY, TEXAS DEED RECORDS.

SCALE 1" = 200'