

7.550 +/- Acres

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

KNOW ALL MEN BY THESE PRESENTS:

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That for and in consideration of the sum of Thirty-Three Thousand Dollars (\$33,000.00) paid and to be paid to me by BILLY WRAY BARLOW and MONDA LYNN BARLOW, husband and wife, as hereinafter set out, LORENE HELEN FLETCHER, as survivor of an estate by the entirety with JOHN KARL FLETCHER, does hereby grant, bargain, sell and convey unto the said BILLY WRAY BARLOW and MONDA LYNN BARLOW, husband and wife, and unto their heirs and assigns forever, the following described real property situated in the County of Garland, State of Arkansas:



TRACT 10 LEGAL DESCRIPTION: A PART OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SECTION 20, TOWNSHIP 3 SOUTH, RANGE 20 WEST OF THE 5TH PRINCIPAL MERIDIAN, GARLAND COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHWEST CORNER OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF SAID SECTION 20; THENCE NORTH 00°00'32" EAST, ALONG THE WEST LINE OF SAID NORTHEAST ¼, NORTHEAST ¼, FOR A DISTANCE OF 290.00 FEET TO AN IRON PIN; THENCE NORTH 62°51'04" EAST, 613.86 FEET TO AN IRON PIN ON THE WESTERLY RIGHT-OF-WAY OF CANYON CREEK COURT; THENCE SOUTH 42°35'22" EAST ALONG SAID RIGHT-OF-WAY 180.00 FEET TO AN IRON PIN; THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 46°20'08" WEST 627.93 FEET TO AN IRON PIN ON THE SOUTH LINE OF THE SAID NORTHEAST ¼ OF THE NORTHEAST ¼; THENCE SOUTH 88°55'00" WEST ALONG SAID

FILED FOR RECORD ON THIS 29TH DAY OF December 94 AT 3:30
O'CLOCK P. M. VICKI E. THREADGILL, CLERK. *Scyler King* 0.3

SOUTH LINE 213.88 FEET TO THE POINT OF BEGINNING,
CONTAINING 4.5 ACRES MORE OR LESS.

TRACT 11 LEGAL DESCRIPTION: A PART OF THE NORTHEAST
¼ OF THE NORTHEAST ¼ OF SECTION 20, TOWNSHIP 3 SOUTH,
RANGE 20 WEST OF THE 5TH PRINCIPAL MERIDIAN, GARLAND
COUNTY, ARKANSAS, AND BEING MORE PARTICULARLY
DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST
CORNER OF THE NORTHEAST ¼ OF THE NORTHEAST ¼ OF
SAID SECTION 20; RUN NORTH 88°55'00" EAST ALONG THE
SOUTH LINE OF SAID NORTHEAST ¼ OF THE NORTHEAST ¼,
213.88 FEET TO AN IRON PIN AND THE POINT OF BEGINNING;
THENCE CONTINUE NORTH 88°55'00" EAST ALONG SAME SAID
SOUTH LINE, 555.44 FEET TO AN IRON PIN; THENCE NORTH
00°00'32" EAST 299.95 FEET TO THE SOUTHERLY
RIGHT-OF-WAY OF CANYON CREEK COURT; THENCE
NORTHWESTERLY, ALONG SAID RIGHT-OF-WAY THE
FOLLOWING COURSES AND DISTANCES: NORTHWESTERLY
ON A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF
107°08'35", RADIUS OF 50.0 FEET, A DISTANCE OF 93.73 FEET,
NORTH 42°35'22" WEST, 78.96 FEET TO AN IRON PIN; THENCE
LEAVING SAID RIGHT-OF-WAY SOUTH 46°20'08" WEST, 627.93
FEET TO THE POINT OF BEGINNING. CONTAINING 3.05 ACRES
MORE OR LESS.

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ACCORDING TO SURVEY DONE BY JOHN M. THORNTON, ARLS
#864, DATED NOVEMBER 1, 1994.

This conveyance shall be subject to the following covenants and restrictions which shall run with
the land:

1. This property shall be used only for residential purposes and shall not be
subdivided for any purpose. No retail business of any nature or kind shall be conducted in any
dwelling or outbuilding or upon the premises of subject property. No building shall be erected,
altered, placed or permitted to remain on this property other than one detached single family
dwelling together with an attached double carport or double garage. No more than two

outbuildings shall be placed on this property and same shall be compatible to the architecture of the dwelling.

2. No dwelling shall be constructed on the above described property containing less than 2000 square feet of heated area for a one-story dwelling or in the alternative less than 1700 square feet of heated area for the first story for a dwelling of more than one story, such requirement exclusive of a one-story open porch, carport or garage. Any residence constructed on subject property shall have no less than a double carport or a double garage in connection therewith and attached thereto. Such residence shall be completed within 12 months of commencement of construction and the driveway from the carport or garage extending to the street or road shall be paved or constructed in such a way as not to detract from the subdivision.

3. No building of any kind shall be located on subject property nearer than 20 feet from the East, West, South or North property lines. For the purpose of this covenant, eaves, steps and open porches shall not be considered as a part of the building but a carport or garage will be considered to be part of the building.

4. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or may become an annoyance or nuisance to the neighborhood. No inoperative or unlicensed automobile or motor vehicle shall be allowed.

5. No structure of a temporary character, mobile home, "double-wide" trailer, basement, tent, shack, garage, barn, or other out-building shall be used on subject property at any time as a residence, either temporarily or permanently.

6. No sign of any kind shall be displayed to the public view on subject property except one sign of not more than five square feet advertising the property for sale or rent or signs used by a builder to advertise the property during the construction and sale period.

7. No animals, livestock or poultry of any kind shall be raised, bred or kept on subject property, except that ponies, horses, dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose. VOL 1590 PAGE 162

8. Subject property shall not be maintained as a dumping ground for rubbish. Trash, garbage and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition.

9. No individual sewage disposal system shall be permitted on any lot unless such system is designed, located and constructed in accordance with the requirements, standards, and recommendations of the Arkansas State Board of Health. Approval of such system as installed shall be obtained from such authority.

10. No building shall be placed nor shall any material or refuse be placed or stored on subject property within 20 feet of the property line or any part of the edge of any open water course, except that clean fill may be placed nearer provided that the natural water course is not altered or blocked by such fill.

11. Enforcement of these covenants shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenants herein either to retrain or to recover damages.

12. Invalidation of any of these covenants by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.

TO HAVE AND TO HOLD the same unto the said BILLY WRAY BARLOW and MONDA LYNN BARLOW, husband and wife, and unto their heirs and assigns forever, together with all tenements, appurtenances and hereditaments thereunto belonging. 1590.163

And I do hereby covenant with the said Grantees, BILLY WRAY BARLOW and MONDA LYNN BARLOW, husband and wife, their heirs and assigns, that I will forever warrant and defend the title to said property against the lawful claims of all persons whomsoever.

And for the consideration and purposes herein mentioned and set forth, LORENE HELEN FLETCHER, does hereby release and relinquish unto the said BILLY WRAY BARLOW and MONDA LYNN BARLOW, husband and wife, their heirs and assigns, all of my right, title, claim and possibility of dower and homestead in and to the above-described real property.

Provided, however, that all of the aforesaid purchase price has not been paid, but only the sum of TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) thereof has been paid in cash, the receipt of which is hereby acknowledged, and the balance of TWENTY-THREE THOUSAND AND NO/100 DOLLARS (\$23,000.00) with interest thereon at the rate of nine percent (9%) per annum from date until paid is to be paid in successive monthly installments of TWO HUNDRED NINETY-ONE AND 35/100 DOLLARS (\$291.35) each, as evidenced by the promissory note of the of even date herewith for the said sum of TWENTY-THREE THOUSAND AND NO/100 DOLLARS (\$23,000.00), bearing interest from date until paid at the rate of nine percent (9%) per annum and payable to the order of the said LORENE HELEN

FLETCHER, in successive monthly installments of \$291.35 each, beginning on the 15TH day of January, 1995, and payable on the 15TH day of each succeeding month thereafter until the said principal and interest are fully paid.

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By accepting this deed, the said Grantees covenant and agree that until the said note is paid in full they will promptly pay off and discharge, as and when the same shall become due and payable, all taxes and legal charges hereafter becoming due on said real property and that they will keep the buildings thereon insured against loss or damage by fire, windstorm, cyclone, tornado, lightning, hail, explosion, smoke and aircraft, and each of such perils, in good and solvent insurance companies, subject to grantor's approval in at least the amount of the unpaid principal balance of the said purchase money note, with proper clauses in the policies of insurance making the loss, if any, payable to grantor as my interest may appear, and that said grantee will deliver the said policies of insurance to grantor.

It is further covenanted and agreed that if the said Grantees shall fail to pay any taxes or legal charges on said real property when due or to keep the said property insured as herein provided, grantor shall have the right, at my option, to pay any such taxes or legal charges or the premiums for any such insurance and that the said Grantee shall repay to me on demand any and all amounts so expended by me with interest thereon from the date of any such expenditure by Grantor until repaid at the rate of nine percent (9%) per annum, and all such amounts advanced by Grantor shall be secured by the vendor's lien hereinafter retained on said real property.

It is understood and agreed that if any installment of the said purchase money note is not paid when due or if default is made in the payment of any taxes or legal charges on the said real

property when due or in keeping the improvements on said real property insured as herein provided, Grantor shall have the right, at my option, to declare the entire unpaid balance of the said purchase money note with the interest which has accrued thereon due and payable at once and to enforce the payment thereof.

1590.165

It is further understood and agreed that all rights and privileges hereby granted to or reserved by Grantor shall inure to the benefit of and may be exercised by my heirs or assigns or by any legal holder of the said purchase money note.

In order to secure the payment of said purchase money note and the compliance on the part of the said Grantee with the terms, conditions and covenants hereof, a vendor's lien in the nature of a mortgage is hereby retained on the said real property by the said LORENE HELEN FLETCHER, and this deed shall not become absolute until the said purchase money note and interest thereon as herein provided and any and all other amounts due to Grantor or to the legal holder of said note as herein provided shall have been fully paid off and discharged.

WITNESS my hand and seal this 26 day of December, 1994.

Lorene Helen Fletcher
LORENE HELEN FLETCHER, GRANTOR

ACKNOWLEDGMENT

STATE OF ARKANSAS)
)SS
COUNTY OF GARLAND)

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On this day personally appeared before me, the undersigned, a Notary Public within and for the State and County aforesaid, duly qualified, commissioned and acting, **LORENE HELEN FLETCHER**, to me well known as the Grantor to the foregoing Warranty Deed with Vendor's Lien Retained and stated that she had executed the same for the considerations, purposes and uses therein contained and set forth.

WITNESS my hand and official seal as such Notary Public on this 26th day of December, 1994.

Robert L. Simpson
Notary Public

My Commission Expires:

5-23-2004

I, _____, certify under penalty of false swearing that at least the legally correct amount of documentary stamps have been placed on this instrument.

CERTIFICATE OF RECORD
I, Vicki E. Threadgill, Circuit Clerk and Ex-officio Recorder for Garland County, Arkansas, do hereby certify that this instrument was filed for record in my office as indicated hereon and the same is now duly recorded with the acknowledgement and certificate thereon in Record Book and Page as indicated thereon.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said Court on the date indicated hereon.

Vicki E. Threadgill
Circuit Clerk
Ex-officio Recorder

By Joyce S. [Signature]

Billy [Signature]
GRANTEE/GRANTEES' AGENT