



Fidelity National Title
13105 Northwest Freeway, Suite 240
Houston, TX 77040

CITY PLANNING LETTER

Order No.: FAHCS26009146

Through an effective date of:
December 29, 2025

Property

Address:

City/State/Zip Code: Brazoria, Texas 77040

Legal Description:

A 15.02 acre tract of land, out of a 30.04 acre tract of land, comprising of a 7.00 acre tract and a portion of 20.00 and 13.00 acre tract, in the George Robinson League, Abstract 126, and the John Bradley League, Abstract 45, Brazoria County, Texas, and being more particularly described by metes and bounds:

Metes and Bounds:

Based on a search of the Public Records of the County of Brazoria County, Texas, the last instrument purporting to convey title to the land described above was:

RYAN EDWARD BIRDSONG, by virtue of Deed recorded under Brazoria County Clerks File No. 2025035058.

This report hereby reports that the instruments listed below have been filed of record in the office of the County Clerk of Brazoria County, Texas, and are affecting title to the property above described during the time frame as set out above:

RESTRICTIONS:

None of Record

EASEMENTS:

Subject to that certain Right of way and Easement as set forth and defined by instrument recorded under Brazoria County Clerks File No. 8500201.

LIENS:

Vendor's Lien retained in Deed, executed by Ralph Vincent Hamilton and Lynn Royce Henson to Ryan Edward Birdsong, dated July 23, 2025, filed July 24, 2025, recorded in/under Clerks File No. 2025035058 of the Real Property Records of Brazoria County, Texas, securing First State Bank in the payment of one note in the principal sum of \$132,000.00, due and payable and bearing interest as therein provided; said Note being additionally secured by Deed of Trust to Lonnie Key, Trustee, recorded in/under Deed of Trust Clerks File No. 2025035059 of the Real Property Records of Brazoria County, Texas; and all the terms,



CITY PLANNING LETTER

(Continued)

conditions and stipulations contained therein, including, but not limited to, any additional indebtedness, if any, secured by said instrument.

This report is issued for the use of and shall inure to the benefit of **Ryan Birdsong** and is issued in consideration of **\$541.25** paid by the benefited party named above, and no others, and to whom said sum shall be returned as agreed liquidated damages in the event of any mistakes herein. By accepting this search, the benefited party agrees that the said sum and no more shall constitute the full measure for damages against the issuing company.

SPECIAL NOTE AND LIMITATION OF LIABILITY: This report is issued with the express understanding, evidenced by the acceptance of same, that this report does not undertake to give or express any opinion as to the validity of the title hereinabove described or the authority of those executing the above listed instruments, but is simply reporting herein and hereby as to the recitals of instruments listed. The Company assumes no liability greater than the consideration paid for this certificate by reason of issuance, delivery and/or use of same, nor for any error or omissions herein.

This report does NOT reflect title to any of the oil, gas and other mineral interests affecting subject property, nor any documents creating and/or affecting said estates, nor the validity of any rights, privileges and immunities relating thereto.

Further, this report does not address and no search has been performed regarding the following: claims and rights of parties in possession; discrepancies in area and boundaries; unpaid bills for labor or material in connection with repairs or new improvements; unpaid taxes; change in marital or corporate status of owner(s) since date of purchase; homestead rights or claims; easements and restrictions.

Steve Barala



DEED

7260

VOL 1760 PAGE 734

WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BRAZORIA

That Bessie Prewitt Mack, Lillian Prewitt Samuels and Lois Prewitt Lawrence, of the County of Brazoria, and State of Texas, for and in consideration of the sum of Ten Dollars and No/100 (\$10.00) and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by the grantee herein of his one certain promissory note of even date herewith in the principal sum of Thirty-Seven Thousand Dollars and No/100 (\$37,000.00), payable to the order of Bessie Prewitt Mach, Lillian Prewitt Samuels and Lois Prewitt Lawrence, in the City of Houston, Harris County, Texas, in monthly installments of Four Hundred Fifty Dollars and No/100 (\$450.00), including interest for a period of Six (6) years beginning December 5, 1983, the sum total of Thirty-Two Thousand Four Hundred Dollars NO/100 (\$32,400.00), after which the unpaid balance due of Four Thousand Six Hundred Dollars No/100 (\$4,600.00) would be paid in full, as more fully set forth in the said promissory note, said note providing for acceleration and maturity in event of default and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to M. W. Plummer, Attorney at Law, Trustee, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto

RALPH HAMILTON

of the County of Harris and State of Texas, all of the following described real property in Brazoria County, Texas, to-wit:

A 15.02 acre tract of land, out of a 30.04 acre tract of land, comprising all of a 7.00 acre tract and a portion of 20.00 and 13.00 acre tracts, in the George Robingson League, Abstract 126, and the John Bradley League, Abstract 45, Brazoria County, Texas, and being more particularly described as follows:

BEGINNING at an iron rod on the Southeast corner of Jas. Rucker 10.00 acre tract and the Southwest corner of the 15.02 acre tract herein described. Said 15.02 acre tract being the East portion of a 20.00 acre tract in the George Robinson League, Abstract #126 and the John Bradley League, Abstract #45, Brazoria County, Texas;

THENCE North 1037.14 feet along the West line of Jas. Rucker 10.00 acre tract to an axle for corner;

THENCE West 12.42 feet to an iron rod for corner;

THENCE North 1216.76 feet to an iron rod for corner in the North line of said 20.00 acre tract;

THENCE East 296.00 feet along the North line of said 20.00 acre tract and the South line of Masterson et al 900.00 acre tract to a point for corner in County Road No. 30;

THENCE South 2253.90 feet along said County Road No. 30 to a point for corner;

THENCE West 283.58 feet along the South line of said 20.00 acre tract and the North line of George Mirant 54.50 acre tract to the place of begining, containing 15.02 acres of land, more or less.

SAVE and EXCEPT, and there is hereby reserved unto Grantors, their heirs and assigns, an undivided 1/8 interest each, in the oil, gas and other minerals in and under and that may be produced from the above property, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas and other minerals and removing the same therefrom.

DEED

VOL 1760 PAGE 735

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 grantees, their heirs and assigns forever; and I do hereby bind myself and my successor to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantees, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed that the VENDOR'S LIEN, as well as the Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute. The said Vendor's Lien and Superior Title herein retained are hereby transferred, assigned, sold and conveyed to Bessie Prewitt Mack, Lillian Prewitt Samuels and Lois Prewitt Lawrence, their successors and assigns, the payee named in said note.

EXECUTED this 14th day of October, A.D. 1983.

Grantor's address:
5031 Bricker St.
Houston, TX 77033

Bessie Prewitt Mack
Bessie Prewitt Mack

Lillian Prewitt Samuels
Lillian Prewitt Samuels

Lois Prewitt Lawrence
Lois Prewitt Lawrence

(Acknowledgment)

THE STATE OF TEXAS

COUNTY OF BRAZORIA

Before me, the undersigned authority, on this day personally appeared Bessie Prewitt Mack, Lillian Prewitt Samuels and Lois Prewitt Lawrence, 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, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the 14th day of October, A.D. 1983.

Harold M. Moore
Notary Public in and for the State
of Texas
My Commission Expires 12/31/84

HAROLD M. MOORE
Notary Public in State of Texas
My Commission Expires December 31, 1984
Bonded by Alexander Lovett, Lawyers Surety Corp.

FILED FOR RECORD

FEB 29 4 28 PM '84

Billy D. King
COUNTY CLERK
BRAZORIA COUNTY, TEXAS

DEED

7260

VOL 1760 PAGE 734

WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS

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COUNTY OF BRAZORIA

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RALPH HAMILTON

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BEGINNING at an iron rod on the Southeast corner of Jas. Rucker 10.00 acre tract and the Southwest corner of the 15.02 acre tract herein described. Said 15.02 acre tract being the East portion of a 20.00 acre tract in the George Robinson League, Abstract #126 and the John Bradley League, Abstract #45, Brazoria County, Texas;

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SAVE and EXCEPT, and there is hereby reserved unto Grantors, their heirs and assigns, an undivided 1/8 interest each, in the oil, gas and other minerals in and under and that may be produced from the above property, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas and other minerals and removing the same therefrom.

DEED

VOL 1760 PAGE 735

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 grantees, their heirs and assigns forever; and I do hereby bind myself and my successor to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantees, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed that the VENDOR'S LIEN, as well as the Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute. The said Vendor's Lien and Superior Title herein retained are hereby transferred, assigned, sold and conveyed to Bessie Prewitt Mack, Lillian Prewitt Samuels and Lois Prewitt Lawrence, their successors and assigns, the payee named in said note.

EXECUTED this 14th day of October, A.D. 1983.

Grantor's address:
5031 Bricker St.
Houston, TX 77033

Bessie Prewitt Mack
Bessie Prewitt Mack

Lillian Prewitt Samuels
Lillian Prewitt Samuels

Lois Prewitt Lawrence
Lois Prewitt Lawrence

(Acknowledgment)

THE STATE OF TEXAS

COUNTY OF BRAZORIA

Before me, the undersigned authority, on this day personally appeared Bessie Prewitt Mack, Lillian Prewitt Samuels and Lois Prewitt Lawrence, 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, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the 14th day of October, A.D. 1983.

Harold M. Moore
Notary Public in and for the State
of Texas
My Commission Expires 12/31/84

HAROLD M. MOORE
Notary Public in State of Texas
My Commission Expires December 31, 1984
Bonded by Alexander Lovett, Lawyers Surety Corp.

FILED FOR RECORD

FEB 29 4 28 PM '84

Billy D. King
COUNTY CLERK
BRAZORIA COUNTY, TEXAS

85 93 382

Form 601
(Rev. 8-81)

2201

ELECTRIC LINE EASEMENT

B
DM

THE STATE OF TEXAS
COUNTY OF BRAZORIA

Authorization No. 6004-84351

KNOW ALL MEN BY THESE PRESENTS:

That RALPH HAMILTON and
_____ (Grantor, whether one or more)

of HARRIS County, Texas, for and in

consideration of the sum of ONE Dollars (\$ 1.00) to it in hand paid by TEXAS-NEW MEXICO POWER COMPANY (a corporation), have granted, sold and conveyed and by these presents does grant, sell and convey unto TEXAS-NEW MEXICO POWER COMPANY, hereinafter called "Grantee", and its successors and assigns, an easement or right of way for an electric transmission line, together with all necessary appurtenant facilities in, on, upon, through, over, across, under and along the following described lands

located in BRAZORIA County, Texas, to-wit:

A 15.02 ACRE TRACT OF LAND, OUT OF A 30.04 ACRE TRACT OF LAND, COMPRISING ALL OF A 7.00 ACRE TRACT AND A PORTION OF 20.00 AND 13.00 ACRE TRACTS IN THE GEORGE ROBINSON LEAGUE, ABSTRACT 126, AND THE JOHN BRADLEY LEAGUE, ABSTRACT 45, BRAZORIA COUNTY, TEXAS.

SAID 15.02 ACRE TRACT BEING MORE FULLY DESCRIBED IN DEED TO RALPH HAMILTON RECORDED IN VOLUME 1760, PAGE 734 OF DEED RECORDS OF BRAZORIA COUNTY, TEXAS.

THE POINT OF ENTRY OF THE CENTERLINE OF A 10 FEET WIDE EASEMENT, COMMENCING 1,387.28 FEET EAST OF A FIVE-EIGHTHS INCH IRON ROD FOUND AT THE SOUTHWEST CORNER OF LOT 30, SECTION 1 OF PLANTERS POINT SUBDIVISION ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 17, PAGES 103-108 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS;

THENCE SOUTH 1° 38' 43" EAST ALONG SAID CENTERLINE A DISTANCE OF 886.89 FEET TO A ONE-HALF INCH IRON ROD SET AT AN ANGLE POINT IN SAID CENTERLINE;

THENCE SOUTH 0° 40' 55" EAST ALONG SAID CENTERLINE, AT 23 FEET PAST THE CENTERLINE OF AN ASPHALT ROAD (COUNTY ROAD 613) AND CONTINUING ALONG SAID CENTERLINE (WHICH LIES 10.00 FEET WEST OF A PARALLEL WITH AN EXISTING FENCE ALONG THE WEST SIDE OF COUNTY ROAD 30) A TOTAL DISTANCE 1,301.80 FEET TO A ONE-HALF INCH IRON ROD SET AT THE END OF THE HEREIN DESCRIBED 10.00 FEET WIDE EASEMENT; SAID IRON ROD BEING SET IN AN EXISTING FENCE AT THE NORTHWEST CORNER OF SAID COUNTY ROAD 30 AND COUNTY ROAD 611.

THE EASEMENT HEREIN GRANTED COVERS A STRIP OF LAND 5 FEET EITHER SIDE OF THE ABOVE DESCRIBED CENTERLINE FOR A TOTAL WIDTH OF 10 FEET.

THE SKETCH ATTACHED HERETO IS INCORPORATED BY REFERENCE AS A PART OF THIS EASEMENT.

together with the right of ingress and egress to or from said right of way for the purpose of constructing, reconstructing, inspecting, maintaining, adding to, and removing said line and appurtenances; the right to relocate along the same general direction of said lines; the right to remove from said lands all trees and parts thereof or other obstructions, which endanger or may interfere with the efficiency of said line, or its appurtenances; and the right of exercising all other rights hereby granted.

Grantor reserves the right to use the land under and near Grantee's electric line not physically occupied by Grantee's electric transmission line and other facilities, but Grantor agrees that he will maintain minimum horizontal and vertical clearances required by the National Electrical Safety Code between his own future structures and the nearest electric conductor of Grantee.

TO HAVE AND TO HOLD the above described easement and rights unto the said Company, its successors and assigns, until said line shall be abandoned.

FWD

WITNESS my HAND(S) this 27th day of December, 1984.

Ralph Hamilton
RALPH HAMILTON

85 93 383

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS }
COUNTY OF BRAZORIA

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 27 day of December 1984



Bessie Lewis
Notary Public in and for Brazoria County, Texas
my Commission Expires 11-30-88

ACKNOWLEDGMENT BY ATTORNEY IN FACT

THE STATE OF TEXAS }
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument as attorney in fact for _____, the party thereto, and acknowledged to me that he executed the same as attorney in fact for the said _____ and that the said _____ executed the same by and through him (her), for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____ 19 _____

Notary Public in and for _____ County, Texas

JOINT ACKNOWLEDGMENT

THE STATE OF TEXAS }
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____ 19 _____

Notary Public in and for _____ County, Texas

THE STATE OF TEXAS }
COUNTY OF

I HEREBY CERTIFY that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office on the _____ day of _____, 19 _____ at _____ o'clock _____ M., and was duly recorded by me on the _____ day of _____, 19 _____, in Vol. _____, page _____, of the Deed Records of said County.

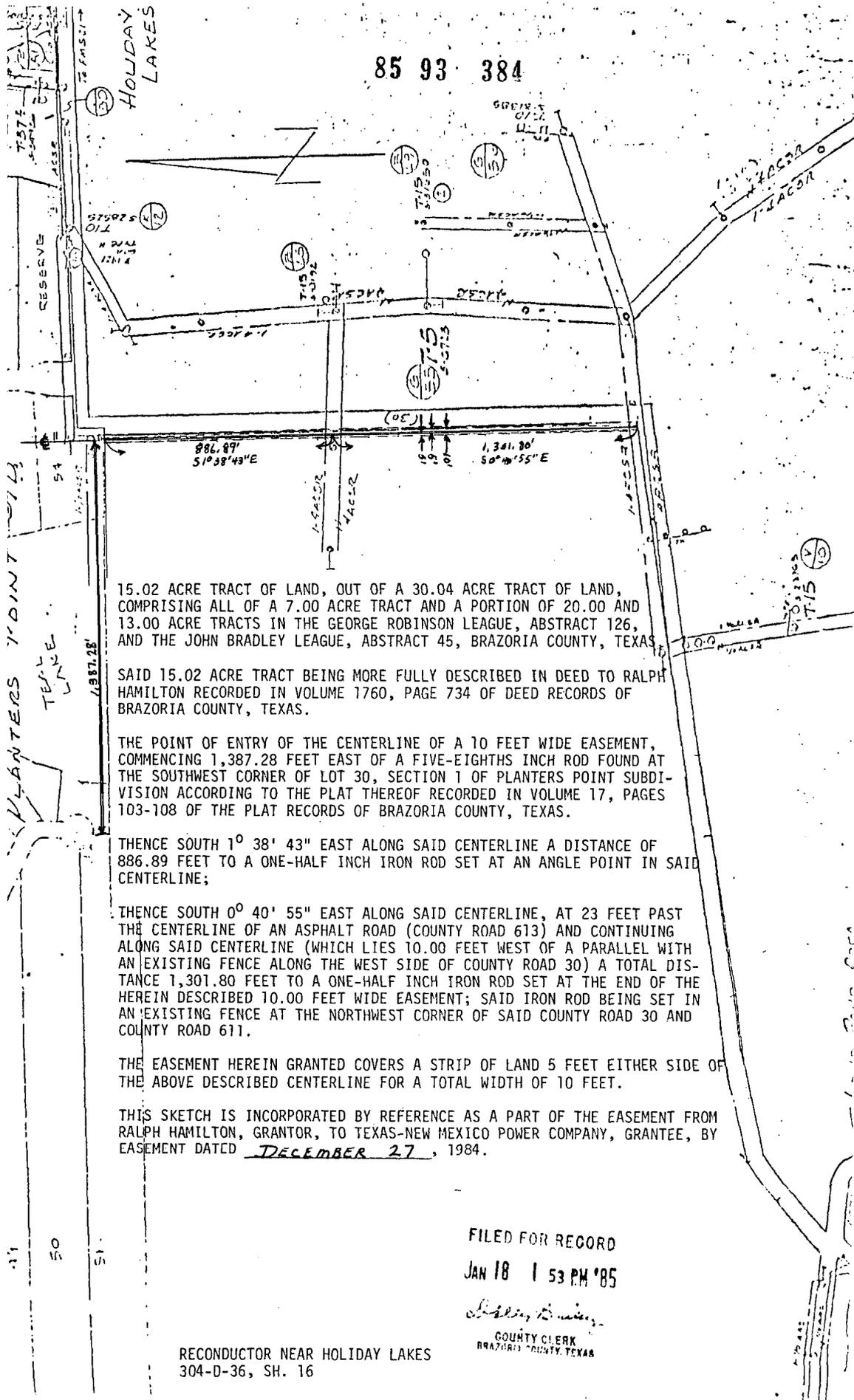
WITNESS MY HAND and the Seal of the County Court of said County, at my office in _____, the day and year last above written.

County Clerk _____ County, Texas

By _____, Deputy

THE STATE OF TEXAS	_____ County
BRAZORIA	_____ County
EASEMENT AND RIGHT OF WAY	
From	
To	
TEXAS-NEW MEXICO POWER COMPANY	
Recording Fee \$	
Return to Texas-New Mexico Power Company at	
P. O. BOX 2190	
TEXAS CITY	77590, Texas

85 93 384



15.02 ACRE TRACT OF LAND, OUT OF A 30.04 ACRE TRACT OF LAND, COMPRISING ALL OF A 7.00 ACRE TRACT AND A PORTION OF 20.00 AND 13.00 ACRE TRACTS IN THE GEORGE ROBINSON LEAGUE, ABSTRACT 126, AND THE JOHN BRADLEY LEAGUE, ABSTRACT 45, BRAZORIA COUNTY, TEXAS

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THENCE SOUTH 0° 40' 55" EAST ALONG SAID CENTERLINE, AT 23 FEET PAST THE CENTERLINE OF AN ASPHALT ROAD (COUNTY ROAD 613) AND CONTINUING ALONG SAID CENTERLINE (WHICH LIES 10.00 FEET WEST OF A PARALLEL WITH AN EXISTING FENCE ALONG THE WEST SIDE OF COUNTY ROAD 30) A TOTAL DISTANCE 1,301.80 FEET TO A ONE-HALF INCH IRON ROD SET AT THE END OF THE HEREIN DESCRIBED 10.00 FEET WIDE EASEMENT; SAID IRON ROD BEING SET IN AN EXISTING FENCE AT THE NORTHWEST CORNER OF SAID COUNTY ROAD 30 AND COUNTY ROAD 611.

THE EASEMENT HEREIN GRANTED COVERS A STRIP OF LAND 5 FEET EITHER SIDE OF THE ABOVE DESCRIBED CENTERLINE FOR A TOTAL WIDTH OF 10 FEET.

THIS SKETCH IS INCORPORATED BY REFERENCE AS A PART OF THE EASEMENT FROM RALPH HAMILTON, GRANTOR, TO TEXAS-NEW MEXICO POWER COMPANY, GRANTEE, BY EASEMENT DATED DECEMBER 27, 1984.

FILED FOR RECORD
JAN 18 1 53 PM '85

Shirley D. ...
COUNTY CLERK
BRAZORIA COUNTY, TEXAS

RECONDUCTOR NEAR HOLIDAY LAKES
304-D-36, SH. 16

CORRECTION WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS §
§
§
§
§
COUNTY OF BRAZORIA §

KNOWN ALL MEN BY THESE PRESENTS

That BESSIE PREWITT MACK, LILLIAN PREWITT SAMUELS and LOIS PREWITT LAWERENCE, of the County of Harris, and the State of Texas, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by the grantee herein of his one certain promissory note of even date with the original Deed being October 14, 1983 in the principal sum of THIRTY-SEVEN THOUSAND AND NO/100 DOLLARS (\$37,000.00), payable to the order of BESSIE PREWITT MACK, LILLIAN PREWITT SAMUELS, and LOIS PREWITT LAWERENCE, in the City of Houston, Harris County, Texas, in monthly installments of FOUR HUNDRED FIFTY AND NO/100 DOLLARS (\$450.00), including interest for a period of six (6) years beginning December 5, 1983, the sum total of THIRTY-TWO THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$32,400.00), after which the unpaid balance due of FOUR THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$4,600.00) would be paid in full, as more fully set forth in the said Promissory Note, said note providing for acceleration and maturity in event of default and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained; and restated and is additionally secured by a Deed of Trust dated October 14, 1983 to M. W. PLUMMER, Attorney at Law, Trustee, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto

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THENCE South 2253.90 feet along said County Road No. 30 to a point for corner;

THENCE West 283.58 feet along the South line of said 20.00 acre tract and the North line of GEORGE MIRANT 54.50 acre tract to the place of beginning, containing 15.02 acres of land, more of less.

This Deed is being refiled as a Correction Deed to take the place of the original Deed as it is recorded in Volume 1760, Page 734 in the official records of Brazoria County, Texas. As originally executed and filed, the original Deed mistakenly reserved to the grantors therein, being the same grantors herein, an undivided one-eighth interest each in the oil gas and other minerals in and under the real property made the subject of said prior Deed and this Deed. It was the intention of the grantors and grantees, that a total of one-eighth mineral interest be reserved to the undersigned three grantors being a one twenty-fourth mineral interest rather than an one-eighth interest each. In all other respects this Correction Deed is the same as the original Deed. Accordingly said original Deed is corrected to read as follow:

SAVE and EXCEPT, and there is hereby reserved to Grantors, their heirs and assigns, a undivided 1/24 interest each, in the oil, gas and other minerals in and under that may be produced from the above property, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas and other minerals and removing the same therefrom.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging unto the said grantees, their heirs and assigns forever; and I do hereby bind myself and my successor to WARRANT AND FOREVER DEFEND all and singular the said premises into the said grantees, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed that the VENDOR'S LIEN, as well as the Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to

the face, tenor, effect and reading thereof, when this Deed shall become absolute. The said Vendor's Lien and Superior Title herein retained are hereby transferred, assigned, sold and conveyed to BESSIE PREWITT MACK, LILLIAN PREWITT SAMUELS and LOIS PREWITT LAWERENCE, their successors and assigns, the payee named in said note.

EXECUTED this 25 day of August, A.D. 1995.

Grantee's Address:
5031 Bricker St.
Houston, TX 77033

Bessie Prewitt Mack
Bessie Prewitt Mack

Lillian Prewitt Samuels
Lillian Prewitt Samuels

Lois Prewitt Lawrence
Lois Prewitt Lawrence

(Acknowledgment) THE STATE OF TEXAS
COUNTY OF BRAZORIA
I, DOLLY BAILEY, Clerk of the County Court in and for Brazoria County,
Texas, do hereby certify that this instrument was FILED FOR RECORD
and RECORDED in the OFFICIAL RECORD at the time and date as
stamped hereon by me.

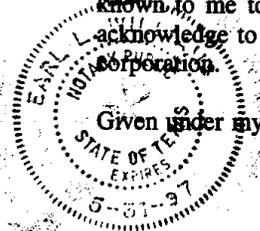
THE STATE OF TEXAS
COUNTY OF BRAZORIA



Dolly Bailey
County Clerk of Brazoria Co., TX

Before me, the undersigned authority, on this day personally appeared BESSIE PREWITT MACK, LILLIAN PREWITT SAMUELS, and LOIS PREWITT LAWERENCE, known to me to be the persons those name are subscribed to the foregoing instrument, and acknowledge to me that they executed the same for the stated and as the act and Deed of said corporation.

Given under my hand and seal of office on this the 25 day of August, A.D. 1995.



Earl L. Williams
Notary Public, State
of Texas

FILED FOR RECORD

95 AUG 28 AM 10:00

PAGE 3

COORECTION WARRANTY DEED
WITH VENDOR'S LIEN

Dolly Bailey
COUNTY CLERK
BRAZORIA COUNTY, TEXAS

95-027870-330

LAST PG.
(RALPH HAMILTON)

1.00 S
5.00 M
1.00 P

13.00 C#432

SECURITY FEE 1.00
NIGHT-FEES 5.00
RECORDING 7.00
TOTAL 13.00
FILE # 27270
CHECK 13.00
0001 1127-5000 0000 522295 10:01AM RGA

CORRECTION WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS §
 §
 §
 §
 §
 §
COUNTY OF BRAZORIA §

KNOWN ALL MEN BY THESE PRESENTS

That BESSIE PREWITT MACK, LILLIAN PREWITT SAMUELS and LOIS PREWITT LAWERENCE, of the County of Harris, and the State of Texas, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by the grantee herein of his one certain promissory note of even date with the original Deed being October 14, 1983 in the principal sum of THIRTY-SEVEN THOUSAND AND NO/100 DOLLARS (\$37,000.00), payable to the order of BESSIE PREWITT MACK, LILLIAN PREWITT SAMUELS, and LOIS PREWITT LAWERENCE, in the City of Houston, Harris County, Texas, in monthly installments of FOUR HUNDRED FIFTY AND NO/100 DOLLARS (\$450.00), including interest for a period of six (6) years beginning December 5, 1983, the sum total of THIRTY-TWO THOUSAND FOUR HUNDRED AND NO/100 DOLLARS (\$32,400.00), after which the unpaid balance due of FOUR THOUSAND SIX HUNDRED AND NO/100 DOLLARS (\$4,600.00) would be paid in full, as more fully set forth in the said Promissory Note, said note providing for acceleration and maturity in event of default and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained; and restated and is additionally secured by a Deed of Trust dated October 14, 1983 to M. W. PLUMMER, Attorney at Law, Trustee, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto

RALPH HAMILTON

of the County of Harris and State of Texas, all of the following described real property in Brazoria County, Texas, to-wit:

A 15.02 acre tract of land, out of a 30.04 acre tract of land, comprising all of a 7.00 acre tract and a portion of 20.00 and 13.00 acre tract, in the GEORGE ROBINGSON League, Abstract 126, and the JOHN BRADLEY League, Abstract 45, Brazoria County, Texas, and being more particularly described as follows:

BEGINNING at an iron rod on the Southeast corner of the Jas. Rucker 10.00 acre tract and the Southwest corner of the 15.02 acre tract herein described. Said 15.02 acre tract being the East portion of a 20.00 acre tract in the GEORGE ROBINGSON League, Abstract #126 and the JOHN BRADLEY League, Abstract #45, Brazoria County, Texas;

THENCE North 1037.14 feet along the West line of Jas. Rucker 10.00 acre tract to an axle for corner;

THENCE West 12.42 feet to an iron rod for corner;

THENCE North 1216.76 feet to an iron rod for corner in the North line of said 20.00 acre tract;

THENCE East 296.00 feet along the North line of said 20.00 acre tract and the South line of Masterson et al 900.00 acre tract to a point for corner in County Road No. 30;

THENCE South 2253.90 feet along said County Road No. 30 to a point for corner;

THENCE West 283.58 feet along the South line of said 20.00 acre tract and the North line of GEORGE MIRANT 54.50 acre tract to the place of beginning, containing 15.02 acres of land, more of less.

This Deed is being refiled as a Correction Deed to take the place of the original Deed as it is recorded in Volume 1760, Page 734 in the official records of Brazoria County, Texas. As originally executed and filed, the original Deed mistakenly reserved to the grantors therein, being the same grantors herein, an undivided one-eighth interest each in the oil gas and other minerals in and under the real property made the subject of said prior Deed and this Deed. It was the intention of the grantors and grantees, that a total of one-eighth mineral interest be reserved to the undersigned three grantors being a one twenty-fourth mineral interest rather than an one-eighth interest each. In all other respects this Correction Deed is the same as the original Deed. Accordingly said original Deed is corrected to read as follow:

SAVE and EXCEPT, and there is hereby reserved to Grantors, their heirs and assigns, a undivided 1/24 interest each, in the oil, gas and other minerals in and under that may be produced from the above property, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating and developing said lands for oil, gas and other minerals and removing the same therefrom.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging unto the said grantees, their heirs and assigns forever; and I do hereby bind myself and my successor to WARRANT AND FOREVER DEFEND all and singular the said premises into the said grantees, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed that the VENDOR'S LIEN, as well as the Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to

the face, tenor, effect and reading thereof, when this Deed shall become absolute. The said Vendor's Lien and Superior Title herein retained are hereby transferred, assigned, sold and conveyed to BESSIE PREWITT MACK, LILLIAN PREWITT SAMUELS and LOIS PREWITT LAWERENCE, their successors and assigns, the payee named in said note.

EXECUTED this 25 day of August, A.D. 1995.

Grantee's Address:
5031 Bricker St.
Houston, TX 77033

Bessie Prewitt Mack
Bessie Prewitt Mack

Lillian Prewitt Samuels
Lillian Prewitt Samuels

Lois Prewitt Lawrence
Lois Prewitt Lawrence

(Acknowledgment) THE STATE OF TEXAS
COUNTY OF BRAZORIA
I, DOLLY BAILEY, Clerk of the County Court in and for Brazoria County,
Texas, do hereby certify that this instrument was FILED FOR RECORD
and RECORDED in the OFFICIAL RECORD at the time and date as
stamped hereon by me.

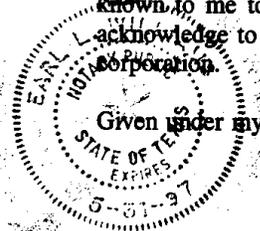
THE STATE OF TEXAS
COUNTY OF BRAZORIA



Dolly Bailey
County Clerk of Brazoria Co., TX

Before me, the undersigned authority, on this day personally appeared BESSIE PREWITT MACK, LILLIAN PREWITT SAMUELS, and LOIS PREWITT LAWERENCE, known to me to be the persons those name are subscribed to the foregoing instrument, and acknowledge to me that they executed the same for the stated and as the act and Deed of said corporation.

Given under my hand and seal of office on this the 25 day of August, A.D. 1995.



Earl L. Williams
Notary Public, State
of Texas

FILED FOR RECORD

95 AUG 28 AM 10:00

PAGE 3

COORECTION WARRANTY DEED
WITH VENDOR'S LIEN

Dolly Bailey
COUNTY CLERK
BRAZORIA COUNTY, TEXAS

95-027870-330

LAST PG.
(RALPH HAMILTON)

1.00 S
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13.00

CP#432

SECURITY FEE	1.00
NIGHT-FEES	5.00
RECORDING	7.00
TOTAL	13.00
FILE #	27270
CHECK	13.00
0001 1127-5000 0000	5228295 10:01AM RGA

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED WITH VENDOR'S LIEN

Date: July 23, 2025

Grantor: Ralph Vincent Hamilton, as to an undivided 50% interest and Lynn Royce Henson, as to an undivided 50% interest

Grantor's Mailing Address: 5031 Bricker St., Houston Tx 77033

Grantee: Ryan Edward Birdsong

Grantee's Mailing Address: 232 Plantation Dr., Lake Jackson Tx 77566

Lender: First State Bank

Lender's Mailing Address: PO Box 577, Clute, Texas 77531

Trustee: Lonnie Key

Consideration:

Cash and a note of even date executed by Grantee and payable to the order of Lender in the principal amount of ONE HUNDRED THIRTY-TWO THOUSAND TWO HUNDRED AND 00/100 DOLLARS (\$132,000.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of Lender and by a first-lien deed of trust of even date from Grantee to Trustee.

Property (including any improvements):

See Exhibit A, attached hereto and incorporated herein by reference.

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in this deed as being either assumed by Grantee or subject to which title is taken by Grantee; validly existing restrictive covenants common to the platted subdivision in which the Property is located; standby fees, taxes, and assessments by any taxing authority for the year 2025 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership; validly existing utility easements created by the dedication deed or plat of the subdivision in which the Property is located; any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements; homestead or community property or survivorship rights, if any, of any spouse of Grantee; and any validly existing titles or rights asserted by anyone, including but not limited to person, the public, corporations, governments, or other entities, to (a) tidelands or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, (b) lands beyond the line of the harbor or bulkhead lines as established or changed by any government, (c) filled-in lands or artificial islands, (d) water rights, including riparian rights, or (e) the area extending from the line of mean low tide to the line of vegetation or the right of access to that area or easement along and across that area.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the 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 way belonging, to have and to hold it to Grantee and Grantee's heirs, successors,

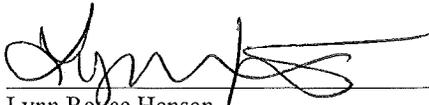
and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

Lender, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of Lender and are transferred to Lender without recourse against Grantor.

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


Ralph Vincent Hamilton

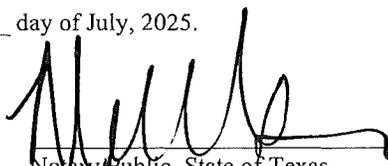

Lynn Royce Henson

STATE OF TEXAS

COUNTY OF Harris

Before me, the undersigned Notary Public, on this day personally appeared Ralph Vincent Hamilton and Lynn Royce Henson, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 23 day of July, 2025.


Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Dorsett Johnson, LLP
421 West 3rd Street, Suite 700
Fort Worth, Texas 76102

AFTER RECORDING RETURN TO:
Ryan Edward Birdsong
232 Plantation Dr.
Lane Jackson, TX 77566

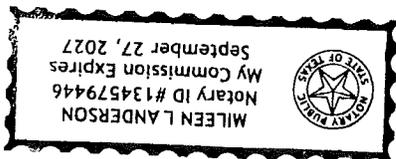


EXHIBIT A

A 15.02 acre tract of land, out of a 30.04 acre tract of land, comprising all of a 7.00 acre tract and a portion of 20.00 and 13.00 acre tract, in the George Robinson League, Abstract 126, and the John Bradley League, Abstract 45, Brazoria County, Texas, and being more particularly described as follows:

BEGINNING at an iron rod on the Southeast corner of the Jas. Rucker 10.00 acre tract and the Southwest corner of the 15.02 acre tract herein described. Said 15.02 acre tract being the East portion of a 20.00 acre tract in the George Robinson League, Abstract #126 and the John Bradley League, Abstract #45, Brazoria County, Texas;

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THENCE South 2253.90 feet along said County Road No. 30 to a point for corner;

THENCE West 283.58 feet along the South line of said 20.00 acre tract and the North line of George Mirant 54.50 acre tract to the PLACE OF BEGINNING, containing 15.02 acres of land, more or less.

FILED and RECORDED

Instrument Number: 2025035058

Filing and Recording Date: 07/24/2025 01:36:34 PM Pages: 4 Recording Fee: \$33.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



A handwritten signature in black ink, appearing to read "Joyce Hudman".

Joyce Hudman, County Clerk
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

cclerk-kali

Grantor(s) covenants that Grantor(s) is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Grantor(s) warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

This Deed of Trust is given to secure and enforce the following notes, obligations, indebtedness and liabilities, to-wit:

- a) One certain promissory note of even date herewith made by Grantor(s) payable to the order of **First State Bank**, hereinafter styled "Lender", in the original principal amount of **One Hundred Thirty Two Thousand Two Hundred and 00/100 (U.S. \$132,200.00)**, payable as therein provided; due and payable on **January 23, 2026**. Lender is the beneficiary under this Deed of Trust.
- b) All indebtedness arising pursuant to any of the provisions of this instrument;
- c) To the extent permitted under applicable law, all renewals and extensions, in whole or in part, of the promissory note described in (a) above or any other indebtedness described in (b) or (c) above, including any and all notes made or given in substitution or exchange therefor, said notes, obligations, indebtedness and liabilities described and mentioned in (a) through (d) above, inclusive, being hereinafter collectively referred to as "indebtedness."
- d) That Grantor(s) will pay (prior to delinquency) all taxes and assessments levied or assessed upon the Property, or the interest created therein by this Deed of Trust, and exhibit the receipts therefor to Lender (unless such payments are made by Lender, as hereinafter provided), and will defend the title and possession of the Property to the end that this Deed of Trust shall be and remain a first lien on the Property until the debt is paid. That Grantor(s) will pay all attorney's fees and expenses which may be incurred by Lender in enforcing the terms of the Note and this Deed of Trust or in any suit which Lender may become a party where this Deed of Trust or the Property is in any manner involved, and all expenses incurred in presenting a claim against the estate of a decedent or a bankrupt. The word "assessments" as used in this Deed of Trust, whether in this paragraph or elsewhere, shall include not only assessments by political subdivisions, but also maintenance charges, regular assessments and special assessments assessed by subdivision restrictions, homeowner's declarations for planned unit developments and assessments by condominium agreements, if any;
- e) All judgments, awards of damages and settlements hereinafter made resulting from condemnation proceedings or the taking of all or any part of the Mortgaged Premises under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Mortgaged Premises or any part thereof, or to any rights appurtenant thereto. The Beneficiary is hereby authorized, but shall not be required, on behalf and in the name of Grantors, to execute and deliver acquittances for, and to appeal from, any such judgments or awards. The Beneficiary may apply all or any part of such sums so received, after the payment of all expenses, including costs and attorney's fees, on the debt in such manner as the Beneficiary elects;

Now, should Grantor(s) make prompt payment of said indebtedness, and shall pay, or cause to be paid, all other indebtedness secured by this conveyance, both principal and interest, as the same shall become due and payable, and strictly comply with all the conditions and requirements herein provided, then this conveyance shall become null and void and of no further force or effect, and shall be released at the cost and expense of Grantor(s). But should Grantor(s) make default in the punctual payments of said indebtedness, or any part thereof, principal or interest, as

the same shall become due and payable, or should Grantor(s) in any respect fail to keep and perform any one or more of the conditions herein provided to be kept and performed by Grantor(s), then, in any such case, the whole amount of said indebtedness remaining shall, at the option of Lender, immediately mature and become payable, and it shall thereupon, or at any time thereafter, the same, or any part thereof, remaining unpaid, be the duty of the Trustee herein, and of his successor or substitute, as hereinafter provided, on the request of Lender (which request is hereby presumed) to enforce this Trust; and after advertising the time, place and terms of the sale of all of the above conveyed and described property, or any part thereof (the privilege of selling in whole or in part being hereby granted) for at least twenty-one days successively next before the day of sale, by posting up written or printed notices thereof at the door of the Courthouse of the County, or each County in which said real estate is situated, to sell the same, in accordance with such advertisement, at public venue, at the Courthouse door of the County in which the sale is to be made, on the first Tuesday in any month between the hours of ten o'clock A.M. and four o'clock P.M. to the highest bidder for cash, selling all property above conveyed as an entirety or in parcels as the Trustee may elect, and make due conveyance to the purchaser or purchasers, with general warranty, binding Grantor(s) herein and their heirs and assigns; and, out of the money arising from such sale, the Trustee acting shall pay: First, all the expenses of advertising the sale and making the conveyance, including the commission of five percent to himself, which commission shall be due and owing in addition to the attorney fees provided for in said note, and then to Lender the full amount of principal and interest due and unpaid on said note and all other indebtedness secured hereby including all taxes, assessments, insurance premiums or other advancements made as provided for herein, with interest thereon, rendering the balance of the sales price, if any, to Grantor(s), their heirs, or assigns; and said sale shall forever be a perpetual bar against Grantor(s), their heirs and assigns, and all other persons claiming under any of them. It is expressly agreed that the recitals in the conveyance to the purchaser shall be full evidence of the trust of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed. Lender shall have equal rights to become the purchaser at such sale, being the highest bidder.

In addition to the posting of the notice provided for above, Trustee or Lender shall, at least twenty-one days preceding the date specified in the hereinabove described notice as the date upon which said property will be sold as aforesaid, serve written notice of the proposed sale by certified mail on each debtor obligated to pay such debt according to the records of Lender which service shall be completed upon deposit of the notice, or a copy thereof, enclosed in a postpaid wrapper, properly addressed to each of such debtors at the most recent address as shown by the records of Lender, in a post office or official depository under the care and custody of the United States Postal Service or its successors. It is expressly agreed that the affidavit of any person having knowledge of the facts to the effect that such service was completed as aforesaid, shall be prima facie evidence of the fact of such service and it is further expressly agreed and stipulated that Trustee, or any employee, agent or representative of Lender may make such service as aforesaid.

In any event, with or without cause or reason, at the option of Lender, a successor and substitute Trustee may be named, constituted and appointed by Lender, without other formality than an appointment and designation in writing, and this conveyance shall vest in him, as Trustee, the estate and title in all said premises and he shall thereupon hold, possess and execute all the title, rights, powers and duties herein conferred on said Trustee named, and his conveyance to the purchaser shall be equally valid and effective; and such right to appoint a successor or Substitute Trustee shall exist as often and whenever from any of said causes, any Trustee, original or substitute, cannot or will not act.

It is agreed and stipulated that Grantor(s) shall and will at their own proper cost and expense, keep the property and premises herein described, and upon which a lien is hereby given and created, in good repair and condition, and to pay and discharge as they are or may become payable, all and every taxes and assessments that are or may become payable thereon under any law, ordinance or regulation, whether made by Federal, State, or Municipal authority, and shall keep said property fully insured in some company or companies approved by Lender, to whom the loss, if any, shall be payable, and by whom the policies shall be kept. And in case of default made by Grantor(s) in performance

of any of the foregoing stipulations, the same may be performed by Lender, for account and at the expense of Grantor(s), and any and all expenses incurred and paid in so doing shall be payable by Grantor(s) to the Lender with interest at the rate specified in said note from the date when the same was so incurred or paid, and shall stand secured and payable by and under this Deed of Trust in like manner with the other indebtedness herein mentioned, and the amount and nature of such expense and time when paid shall be held fully established by the affidavit of Lender, or the Lender's agent, or by the certificate of any Trustee acting hereunder. Provided, however, that the exercise of the right of advancement shall not be considered or constitute a waiver of the right of Lender to declare same, and all other indebtedness hereunder to be at once due and payable.

It is further agreed and stipulated that the security herein and hereby provided shall not affect, nor be affected by, any other or further security taken or to be taken for the same indebtedness, or any part thereof; and Grantor(s) hereby declare that the property hereinbefore mentioned and conveyed to Trustee forms no part of any property as exempt from forced sale under the laws of the State, and disclaim and renounce all and every claim thereto under such law or laws.

It is further agreed and stipulated by Grantor(s) that in the event of any sale, under the terms of this Deed of Trust by the Trustee or a successor substitute Trustee, of the above described property, Grantor(s), their heirs (or successors) and assigns or any party holding possession of the above described property shall forthwith deliver possession of the property to the purchaser at such sale and upon failure to so deliver possession, the relationship of landlord and tenant at will shall be created, and upon demand said purchaser shall be entitled to institute and proceed with the Forcible Detainer action in the Justice of the Peace Court in the Justice Precinct in which said property is located.

The property described herein may not be conveyed by Grantor(s) to anyone who would assume the indebtedness herein described unless the consent of Lender be first obtained in writing. This prohibition against assumption applies to a conveyance, contract of sale, wraparound transaction, or any form or purported transfer, assignment or conveyance whatever. Failure to obtain the consent of Lender to such conveyance may result in acceleration of the maturity of the indebtedness herein described at the option of Lender.

It is expressly understood and agreed that the recitals in the conveyance to the purchaser at said sale shall be full evidence of the truth of the matters therein stated and all prerequisites to said sale shall be conclusively presumed to have been performed and such sale and conveyance shall be conclusive against Grantor(s) herein, their heirs and assigns, whether such prerequisites shall have been performed or shall not have been performed.

ADDITIONAL PROVISIONS:

The note secured hereby is secured by the Vendor's Lien retained in the Deed of even date herewith conveying the property to Grantor(s), which Vendor's Lien has been assigned to Lender, this Deed of Trust being additional security therefore.

The note secured hereby is in renewal and extension, but not in extinguishment of that certain indebtedness described on Renewal and Extension Exhibit attached hereto.

Acknowledgment of Cash Advanced Against Non-Homestead Property. The Note represents funds advanced to Grantor(s) on this day at Grantor's request and Grantor acknowledges receipt of such funds. Grantor(s) states that Grantor(s) does not now and does not intend ever to reside on, use in any manner, or claim the Property secured by this Security Instrument as a business or residential homestead. Borrower disclaims all homestead rights, interests and exemptions related to the Property.

Grantor(s) also grants to Trustee, for the benefit of Lender, a security interest in all oil, gas, and other minerals that

might be produced from the land covered by this Deed of Trust. This Deed of Trust (i) is to be filed in the real property records of the county in which the land is located, (ii) covers all "as-extracted collateral," as defined in Texas Business and Commerce Code §9.102, attributable to the land, (iii) serves as a security agreement covering the as-extracted collateral, (iv) serves as an assignment of all payments made for damages or anticipated damages to the land, and (v) serves as a financing statement covering as-extracted collateral and fixtures as provided in Texas Business and Commerce Code §9.502. The provisions of this paragraph are cumulative of all other provisions of this Deed of Trust.

Hazardous Substances. As used in this Section: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Grantor(s) shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Grantor(s) shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Grantor(s) shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Grantor(s) has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Grantor(s) learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Grantor(s) shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

Grantor(s) shall not enter into any agreement with any third party for the payment of the ad valorem taxes imposed on the Property or authorize, in any manner, the transfer of the lien for such taxes to any third-party.

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

EXECUTED this **Twenty-third** day of **July, 2025**.

[Signature] 7/23/25
Signature Date
Ryan Edward Birdsong

[Signature] 7/23/25
Signature Date
Courtney Ann Birdsong

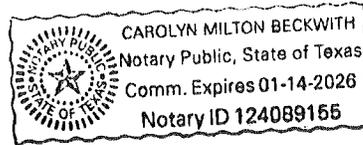
[Sign Originals Only]

STATE OF TEXAS
COUNTY OF BRAZORIA

The foregoing instrument was acknowledged before me this 23rd day of July, 2025 by **Ryan Edward Birdsong and Courtney Ann Birdsong.**

[Signature]
Notary Public

Printed Name: Carolyn Milton Beckwith
My commission expires: 1-14-2026



MLO Org.: First State Bank (ID: 435139) | MLO Indv: Aaron Groves (ID: 1047380)

Texas Deed of Trust - Unimproved Property

EXHIBIT A

A 15.02 acre tract of land, out of a 30.04 acre tract of land, comprising all of a 7.00 acre tract and a portion of 20.00 and 13.00 acre tract, in the George Robinson League, Abstract 126, and the John Bradley League, Abstract 45, Brazoria County, Texas, and being more particularly described as follows:

BEGINNING at an iron rod on the Southeast corner of the Jas. Rucker 10.00 acre tract and the Southwest corner of the 15.02 acre tract herein described. Said 15.02 acre tract being the East portion of a 20.00 acre tract in the George Robinson League, Abstract #126 and the John Bradley League, Abstract #45, Brazoria County, Texas;

THENCE North 1037.14 feet along the West line of Jas. Rucker 10.00 acre tract to an axle for corner;

THENCE West 12.42 feet to an iron rod for corner;

THENCE North 1216.76 feet to an iron rod for corner in the North line of said 20.00 acre tract;

THENCE East 296.00 feet along the North line of said 20.00 acre tract and the South line of Masterson et al 900.00 acre tract to a point for corner in County Road No. 30;

THENCE South 2253.90 feet along said County Road No. 30 to a point for corner;

THENCE West 283.58 feet along the South line of said 20.00 acre tract and the North line of George Mirant 54.50 acre tract to the PLACE OF BEGINNING, containing 15.02 acres of land, more or less.

FILED and RECORDED

Instrument Number: 2025035059

Filing and Recording Date: 07/24/2025 01:36:34 PM Pages: 8 Recording Fee: \$49.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



A handwritten signature in black ink, appearing to read "Joyce Hudman".

Joyce Hudman, County Clerk
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

cclerk-kali



Fidelity National Title
13105 Northwest Freeway, Suite 240
Houston, TX 77040

CITY PLANNING LETTER

Order No.: FAHCS26009147

Through an effective date of:

December 29, 2025

Property

Address:

City/State/Zip Code: Brazoria, Texas 77040

Legal Description:

All that certain 10.958 acres of land being a portion of a called 20 acre tract recorded in Volume Q, Page 677 of Brazoria County Deed Records, a portion of a called 7 acre tract recorded in Volume R, Page 96 of the Brazoria County Deed Records and a portion of a called 13 acre tract recorded in Volume R, Page 597 of the Brazoria County Deed Records and out of a called 30.04 acre tract and out of a called 15.02 acre tract conveyed to John Hamilton in Volume 804, Page 199 of the Brazoria County Deed Records and situated in the George Robinson Survey, Abstract 126, Brazoria County, Texas and more particularly described by metes and bounds:

Metes and Bounds:

Based on a search of the Public Records of the County of Brazoria County, Texas, the last instrument purporting to convey title to the land described above was:

RYAN EDWARD BIRDSONG, by virtue of Deed recorded under Brazoria County Clerks File No. 2025035204.

This report hereby reports that the instruments listed below have been filed of record in the office of the County Clerk of Brazoria County, Texas, and are affecting title to the property above described during the time frame as set out above:

RESTRICTIONS:

None of Record

EASEMENTS:

None of Record



CITY PLANNING LETTER

(Continued)

LIENS:

Vendor's Lien retained in Deed, executed by Sheryl Tucker, Renona Gay Nix Richardson, and Victor Kyle Hamilton and Lynn Royce Henson and Ralph Vincent Hamilton and Sadie Marie Rucker and Leslie George Rucker, Jr to Ryan Edward Birdsong, dated July 23, 2025 , filed July 24, 2025, recorded in/under Clerks File No. 2025035204 of the Real Property Records of Brazoria County, Texas, securing First State Bank in the payment of one note in the principal sum of \$96,430.00, due and payable and bearing interest as therein provided; said Note being additionally secured by Deed of Trust to Lonnie Key, Trustee, recorded in/under Deed of Trust Clerks File No. 2025035205 of the Real Property Records of Brazoria County, Texas; and all the terms, conditions and stipulations contained therein, including, but not limited to, any additional indebtedness, if any, secured by said instrument.

This report is issued for the use of and shall inure to the benefit of **Ryan Birdsong** and is issued in consideration of **\$541.25** paid by the benefited party named above, and no others, and to whom said sum shall be returned as agreed liquidated damages in the event of any mistakes herein. By accepting this search, the benefited party agrees that the said sum and no more shall constitute the full measure for damages against the issuing company.

SPECIAL NOTE AND LIMITATION OF LIABILITY: This report is issued with the express understanding, evidenced by the acceptance of same, that this report does not undertake to give or express any opinion as to the validity of the title hereinabove described or the authority of those executing the above listed instruments, but is simply reporting herein and hereby as to the recitals of instruments listed. The Company assumes no liability greater than the consideration paid for this certificate by reason of issuance, delivery and/or use of same, nor for any error or omissions herein.

This report does NOT reflect title to any of the oil, gas and other mineral interests affecting subject property, nor any documents creating and/or affecting said estates, nor the validity of any rights, privileges and immunities relating thereto.

Further, this report does not address and no search has been performed regarding the following: claims and rights of parties in possession; discrepancies in area and boundaries; unpaid bills for labor or material in connection with repairs or new improvements; unpaid taxes; change in marital or corporate status of owner(s) since date of purchase; homestead rights or claims; easements and restrictions.

Steve Barela



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

GENERAL WARRANTY DEED WITH VENDOR'S LIEN

Date: July 23, 2025

Grantor: Sheryl Tucker, Renona Gay Nix Richardson, and Victor Kyle Hamilton, as to an undivided 1/4th interest; Lynn Royce Henson and Ralph Vincent Hamilton, as to an undivided 1/4th interest; Sadie Marie Rucker, as to an undivided 1/4th interest; and Leslie George Rucker, Jr., as to an undivided 1/4th interest

Grantor's Mailing Address: 3316 Rosedale St., Houston Tx 77004

Grantee: Ryan Edward Birdsong

Grantee's Mailing Address: 232 Plantation Dr., Lake Jackson Tx 77566

Lender: First State Bank

Lender's Mailing Address: P.O. Box 577, Clute, Texas 77531

Trustee: Lonnie Key

Consideration:

Cash and a note of even date executed by Grantee and payable to the order of Lender in the principal amount of NINETY-SIX THOUSAND FOUR HUNDRED THIRTY AND NO/100 DOLLARS (\$96,430.00). The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of Lender and by a first-lien deed of trust of even date from Grantee to Trustee.

Property (including any improvements):

See Exhibit A, attached hereto and incorporated herein by reference.

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty:

Liens described as part of the Consideration and any other liens described in this deed as being either assumed by Grantee or subject to which title is taken by Grantee; validly existing restrictive covenants common to the platted subdivision in which the Property is located; standby fees, taxes, and assessments by any taxing authority for the year 2025 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership; validly existing utility easements created by the dedication deed or plat of the subdivision in which the Property is located; any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements; homestead or community property or survivorship rights, if any, of any spouse of Grantee; and any validly existing titles or rights asserted by anyone, including but not limited to person, the public, corporations, governments, or other entities, to (a) tidelands or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, (b) lands beyond the line of the harbor or bulkhead lines as established or changed by any government, (c) filled-in lands or artificial islands, (d) water rights, including riparian rights, or (e) the area extending from the line of mean low tide to the line of vegetation or the right of access to that area or easement along and across that area.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the 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 way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

Lender, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of Lender and are transferred to Lender without recourse against Grantor.

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

SIGNATURES ON FOLLOWING PAGE

Sheryl N. Tucker
Sheryl Tucker

Renona G. Nix Richardson
Renona Gay Nix Richardson

Victor Hamilton
Victor Kyle Hamilton

Lynn Royce Henson
Lynn Royce Henson

Ralph Vincent Hamilton
Ralph Vincent Hamilton

Sadie Marie Rucker
Sadie Marie Rucker

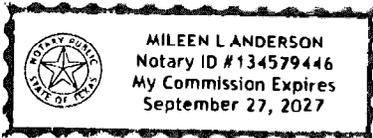
Leslie George Rucker, Jr.
Leslie George Rucker, Jr.

STATE OF TEXAS

COUNTY OF Harris

Before me, the undersigned Notary Public, on this day personally appeared Sheryl Tucker, Renona Gay Nix Hamilton, Victor Kyle Hamilton, Lynn Royce Henson, Ralph Vincent Hamilton, Sadie Marie Rucker, and Leslie George Rucker, Jr., who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument and acknowledged to me that he/she/they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 23 day of July, 2025.



Mileen L. Anderson
Notary Public, State of Texas

PREPARED IN THE OFFICE OF:
Dorsett Johnson, LLP
421 West 3rd Street, Suite 700
Fort Worth, Texas 76102

AFTER RECORDING RETURN TO:
Ryan Edward Birdsong
232 Plantation Dr.
Lake Jackson, Tx 77566

EXHIBIT A

ALL THAT CERTAIN 10.958 ACRES of land being a portion of a called 20 acre tract recorded in Volume Q, Page 677 of the Brazoria County Deed Records, a portion of a called 7 acre tract recorded in Volume R, Page 96 of the Brazoria County Deed Records and a portion of a called 13 acre tract recorded in Volume R, Page 597 of the Brazoria County Deed Records and out of a called 30.04 acre tract and out of a called 15.02 acre tract conveyed to John Hamilton in Volume 804, Page 199 of the Brazoria County Deed Records and situated in the George Robinson Survey, Abstract 126, Brazoria County, Texas and more particularly described by metes and bounds using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone, NAD 83 in which the directions are Lambert grid bearings and the distances are horizontal surface level lengths as follows:

COMMENCING at a found 1/2" iron rod in the west right-of-way line of County Road 30, same being the southeast corner of Lot 54 of the Planter's Point Subdivision, Section One according the map or plat thereof recorded in Volume 17, Pages 103-106 of the Brazoria County Plat Records, same being in the north line of a called 15.02 acre tract conveyed to Ralph Hamilton in Volume 1760, Page 734 of the Brazoria County Official Records;

THENCE South 86°48'47" West, coincident with the south line of the said Lot 54, same being the north line of said Ralph Hamilton 15.02 acre tract, a distance of 273.36 feet to a point for corner for the POINT OF BEGINNING of the herein described tract and from which a found 1/2" iron rod bears South 76°51'15" East, a distance of 5.88 feet;

THENCE South 3°25'38" East (called south), coincident with the west line of said Ralph Hamilton 15.02 acre tract, same being the east line of said John Hamilton 15.02 acre tract, a distance of 1230.12 feet (called 1216.76 feet) to a found 1/2" iron rod for corner in the north line of a called 10.0 acre tract conveyed to George Rucker Estate recorded in Volume 157, Page 509 of the Brazoria County Deed Records;

THENCE South 86°34'22" West (called west), coincident with the north line of said Rucker 10.0 acre tract, same being the south line of said John Hamilton 15.02 acre tract, a distance of 261.62 feet to a point for corner in the east line of a called 7.078 acre tract conveyed to Brazco Development Inc. in County Clerk's File 2019040078 of the Brazoria County Official Records;

THENCE North 3°11'13" West, coincident with the east line of said Brazco Development Inc. 7.078 acre tract, at a distance of 6.05 feet pass a found 5/8" iron rod for reference and continue to a total distance of 769.21 feet to a point for corner in a pond;

THENCE South 86°48'47" West, coincident with an internal line of said Brazco Development Inc. 7.078 acre tract, a distance of 343.20 feet to point for corner in a pond;

THENCE North 3°11'13" West, coincident with an internal line of said Brazco Development Inc. 7.078 acre tract, a distance of 461.99 feet to a found 5/8" iron rod for corner in the north line of said John Hamilton 15.02 acre tract, same being the south line of said Planter's Point Subdivision, Section One;

THENCE North 86°48'47" East (called east), coincident with the south line of the said Planter's Point Subdivision, Section One, same being the north line of said John Hamilton 15.02 acre tract, a distance of 599.66 feet to the POINT OF BEGINNING, containing 10.958 acres of land, more or less. Note: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for information and/or identification purposes and does not override Item 2 of Schedule B hereof.

FILED and RECORDED

Instrument Number: 2025035204

Filing and Recording Date: 07/24/2025 04:50:56 PM Pages: 5 Recording Fee: \$37.75

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



A handwritten signature in black ink, appearing to read "Joyce Hudman".

Joyce Hudman, County Clerk
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

cclerk-kali

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**DEED OF TRUST
Unimproved Property**

Loan # 115887

After recording, return to:
**First State Bank
PO Box 577
Clute, TX 77531
Patricia Obregon**

The State of Texas }
 }
County of Brazoria } Know All Men by These Presents:

That **Ryan Edward Birdsong and wife, Courtney Ann Birdsong, with her joining herein to perfect the security interest but not to otherwise be liable**, hereinafter styled "Grantor(s)", in consideration of the sum of Ten Dollars in hand paid to Grantor(s), by **Lonnie Key** , Trustee, hereinafter styled "Trustee", whose mailing address is **PO Box 577, Clute, TX 77531**, the receipt whereof is hereby acknowledged, and of the further consideration, uses, purposes and trusts herein set forth and declared, does irrevocably grant and convey to Trustee, in trust, with power of sale, the following described property located in the County of **Brazoria**, in the State of **Texas** , to-wit:

ALL THAT CERTAIN 10.958 ACRES of land being a portion of a called 20 acre tract recorded in Volume Q, Page 677 of the Brazoria County Deed Records, a portion of a called 7 acre tract recorded in Volume R, Page 96 of the Brazoria County Deed Records and a portion of a called 13 acre tract recorded in Volume R, Page 597 of the Brazoria County Deed Records and out of a called 30.04 acre tract and out of a called 15.02 acre tract conveyed to John Hamilton in

Texas Deed of Trust - Unimproved Property

Volume 804, Page 199 of the Brazoria County Deed Records and situated in the George Robinson Survey, Abstract 126, Brazoria County, Texas and being more particularly described by metes and bounds in EXHIBIT "A" attached hereto and made a part hereof for all purposes.

together with all improvements thereon, or hereafter to be placed thereon, and all rights, easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Deed of Trust. All of the foregoing is referred to in this security instrument as the "Property."

Grantor(s) covenants that Grantor(s) is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Grantor(s) warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

This Deed of Trust is given to secure and enforce the following notes, obligations, indebtedness and liabilities, to-wit:

- a) One certain promissory note of even date herewith made by Grantor(s) payable to the order of **First State Bank**, hereinafter styled "Lender", in the original principal amount of **Ninety Six Thousand Four Hundred Thirty and 00/100 (U.S. \$96,430.00)**, payable as therein provided; due and payable on **January 23, 2026**. Lender is the beneficiary under this Deed of Trust.
- b) All indebtedness arising pursuant to any of the provisions of this instrument;
- c) To the extent permitted under applicable law, all renewals and extensions, in whole or in part, of the promissory note described in (a) above or any other indebtedness described in (b) or (c) above, including any and all notes made or given in substitution or exchange therefor, said notes, obligations, indebtedness and liabilities described and mentioned in (a) through (d) above, inclusive, being hereinafter collectively referred to as "indebtedness."
- d) That Grantor(s) will pay (prior to delinquency) all taxes and assessments levied or assessed upon the Property, or the interest created therein by this Deed of Trust, and exhibit the receipts therefor to Lender (unless such payments are made by Lender, as hereinafter provided), and will defend the title and possession of the Property to the end that this Deed of Trust shall be and remain a first lien on the Property until the debt is paid. That Grantor(s) will pay all attorney's fees and expenses which may be incurred by Lender in enforcing the terms of the Note and this Deed of Trust or in any suit which Lender may become a party where this Deed of Trust or the Property is in any manner involved, and all expenses incurred in presenting a claim against the estate of a decedent or a bankrupt. The word "assessments" as used in this Deed of Trust, whether in this paragraph or elsewhere, shall include not only assessments by political subdivisions, but also maintenance charges, regular assessments and special assessments assessed by subdivision restrictions, homeowner's declarations for planned unit developments and assessments by condominium agreements, if any;
- e) All judgments, awards of damages and settlements hereinafter made resulting from condemnation proceedings or the taking of all or any part of the Mortgaged Premises under the power of eminent domain, or for any damage (whether caused by such taking or otherwise) to the Mortgaged Premises or any part thereof, or to any rights appurtenant thereto. The Beneficiary is hereby authorized, but shall not be required, on behalf and in the name of Grantors, to execute and deliver acquittances for, and to appeal from, any such judgments or awards. The Beneficiary may apply all or any part of such sums so received, after

the payment of all expenses, including costs and attorney's fees, on the debt in such manner as the Beneficiary elects;

Now, should Grantor(s) make prompt payment of said indebtedness, and shall pay, or cause to be paid, all other indebtedness secured by this conveyance, both principal and interest, as the same shall become due and payable, and strictly comply with all the conditions and requirements herein provided, then this conveyance shall become null and void and of no further force or effect, and shall be released at the cost and expense of Grantor(s). But should Grantor(s) make default in the punctual payments of said indebtedness, or any part thereof, principal or interest, as the same shall become due and payable, or should Grantor(s) in any respect fail to keep and perform any one or more of the conditions herein provided to be kept and performed by Grantor(s), then, in any such case, the whole amount of said indebtedness remaining shall, at the option of Lender, immediately mature and become payable, and it shall thereupon, or at any time thereafter, the same, or any part thereof, remaining unpaid, be the duty of the Trustee herein, and of his successor or substitute, as thereafter provided, on the request of Lender (which request is hereby presumed) to enforce this Trust; and after advertising the time, place and terms of the sale of all of the above conveyed and described property, or any part thereof (the privilege of selling in whole or in part being hereby granted) for at least twenty-one days successively next before the day of sale, by posting up written or printed notices thereof at the door of the Courthouse of the County, or each County in which said real estate is situated, to sell the same, in accordance with such advertisement, at public venue, at the Courthouse door of the County in which the sale is to be made, on the first Tuesday in any month between the hours of ten o'clock A.M. and four o'clock P.M. to the highest bidder for cash, selling all property above conveyed as an entirety or in parcels as the Trustee may elect, and make due conveyance to the purchaser or purchasers, with general warranty, binding Grantor(s) herein and their heirs and assigns; and, out of the money arising from such sale, the Trustee acting shall pay: First, all the expenses of advertising the sale and making the conveyance, including the commission of five percent to himself, which commission shall be due and owing in addition to the attorney fees provided for in said note, and then to Lender the full amount of principal and interest due and unpaid on said note and all other indebtedness secured hereby including all taxes, assessments, insurance premiums or other advancements made as provided for herein, with interest thereon, rendering the balance of the sales price, if any, to Grantor(s), their heirs, or assigns; and said sale shall forever be a perpetual bar against Grantor(s), their heirs and assigns, and all other persons claiming under any of them. It is expressly agreed that the recitals in the conveyance to the purchaser shall be full evidence of the trust of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed. Lender shall have equal rights to become the purchaser at such sale, being the highest bidder.

In addition to the posting of the notice provided for above, Trustee or Lender shall, at least twenty-one days preceding the date specified in the hereinabove described notice as the date upon which said property will be sold as aforesaid, serve written notice of the proposed sale by certified mail on each debtor obligated to pay such debt according to the records of Lender which service shall be completed upon deposit of the notice, or a copy thereof, enclosed in a postpaid wrapper, properly addressed to each of such debtors at the most recent address as shown by the records of Lender, in a post office or official depository under the care and custody of the United States Postal Service or its successors. It is expressly agreed that the affidavit of any person having knowledge of the facts to the effect that such service was completed as aforesaid, shall be prima facie evidence of the fact of such service and it is further expressly agreed and stipulated that Trustee, or any employee, agent or representative of Lender may make such service as aforesaid.

In any event, with or without cause or reason, at the option of Lender, a successor and substitute Trustee may be named, constituted and appointed by Lender, without other formality than an appointment and designation in writing, and this conveyance shall vest in him, as Trustee, the estate and title in all said premises and he shall thereupon hold, possess and execute all the title, rights, powers and duties herein conferred on said Trustee named, and his conveyance to the purchaser shall be equally valid and effective; and such right to appoint a successor or Substitute Trustee shall exist as often and whenever from any of said causes, any Trustee, original or substitute, cannot or will

not act.

It is agreed and stipulated that Grantor(s) shall and will at their own proper cost and expense, keep the property and premises herein described, and upon which a lien is hereby given and created, in good repair and condition, and to pay and discharge as they are or may become payable, all and every taxes and assessments that are or may become payable thereon under any law, ordinance or regulation, whether made by Federal, State, or Municipal authority, and shall keep said property fully insured in some company or companies approved by Lender, to whom the loss, if any, shall be payable, and by whom the policies shall be kept. And in case of default made by Grantor(s) in performance of any of the foregoing stipulations, the same may be performed by Lender, for account and at the expense of Grantor(s), and any and all expenses incurred and paid in so doing shall be payable by Grantor(s) to the Lender with interest at the rate specified in said note from the date when the same was so incurred or paid, and shall stand secured and payable by and under this Deed of Trust in like manner with the other indebtedness herein mentioned, and the amount and nature of such expense and time when paid shall be held fully established by the affidavit of Lender, or the Lender's agent, or by the certificate of any Trustee acting hereunder. Provided, however, that the exercise of the right of advancement shall not be considered or constitute a waiver of the right of Lender to declare same, and all other indebtedness hereunder to be at once due and payable.

It is further agreed and stipulated that the security herein and hereby provided shall not affect, nor be affected by, any other or further security taken or to be taken for the same indebtedness, or any part thereof; and Grantor(s) hereby declare that the property hereinbefore mentioned and conveyed to Trustee forms no part of any property as exempt from forced sale under the laws of the State, and disclaim and renounce all and every claim thereto under such law or laws.

It is further agreed and stipulated by Grantor(s) that in the event of any sale, under the terms of this Deed of Trust by the Trustee or a successor substitute Trustee, of the above described property, Grantor(s), their heirs (or successors) and assigns or any party holding possession of the above described property shall forthwith deliver possession of the property to the purchaser at such sale and upon failure to so deliver possession, the relationship of landlord and tenant at will shall be created, and upon demand said purchaser shall be entitled to institute and proceed with the Forcible Detainer action in the Justice of the Peace Court in the Justice Precinct in which said property is located.

The property described herein may not be conveyed by Grantor(s) to anyone who would assume the indebtedness herein described unless the consent of Lender be first obtained in writing. This prohibition against assumption applies to a conveyance, contract of sale, wraparound transaction, or any form or purported transfer, assignment or conveyance whatever. Failure to obtain the consent of Lender to such conveyance may result in acceleration of the maturity of the indebtedness herein described at the option of Lender.

It is expressly understood and agreed that the recitals in the conveyance to the purchaser at said sale shall be full evidence of the truth of the matters therein stated and all prerequisites to said sale shall be conclusively presumed to have been performed and such sale and conveyance shall be conclusive against Grantor(s) herein, their heirs and assigns, whether such prerequisites shall have been performed or shall not have been performed.

ADDITIONAL PROVISIONS:

The note secured hereby is secured by the Vendor's Lien retained in the Deed of even date herewith conveying the property to Grantor(s), which Vendor's Lien has been assigned to Lender, this Deed of Trust being additional security therefore.

The note secured hereby is in renewal and extension, but not in extinguishment of that certain indebtedness described on Renewal and Extension Exhibit attached hereto.

Texas Deed of Trust - Unimproved Property

[] Acknowledgment of Cash Advanced Against Non-Homestead Property. The Note represents funds advanced to Grantor(s) on this day at Grantor's request and Grantor acknowledges receipt of such funds. Grantor(s) states that Grantor(s) does not now and does not intend ever to reside on, use in any manner, or claim the Property secured by this Security Instrument as a business or residential homestead. Borrower disclaims all homestead rights, interests and exemptions related to the Property.

Grantor(s) also grants to Trustee, for the benefit of Lender, a security interest in all oil, gas, and other minerals that might be produced from the land covered by this Deed of Trust. This Deed of Trust (i) is to be filed in the real property records of the county in which the land is located, (ii) covers all "as-extracted collateral," as defined in Texas Business and Commerce Code §9.102, attributable to the land, (iii) serves as a security agreement covering the as-extracted collateral, (iv) serves as an assignment of all payments made for damages or anticipated damages to the land, and (v) serves as a financing statement covering as-extracted collateral and fixtures as provided in Texas Business and Commerce Code §9.502. The provisions of this paragraph are cumulative of all other provisions of this Deed of Trust.

Hazardous Substances. As used in this Section: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Grantor(s) shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Grantor(s) shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Grantor(s) shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Grantor(s) has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Grantor(s) learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Grantor(s) shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

Grantor(s) shall not enter into any agreement with any third party for the payment of the ad valorem taxes imposed on the Property or authorize, in any manner, the transfer of the lien for such taxes to any third-party.

THIS WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE

Texas Deed of Trust - Unimproved Property

PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES.

THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.

EXECUTED this **Twenty-third** day of **July, 2025**.

Ryan Edward Birdsong 7/23/25
Signature Date
Ryan Edward Birdsong

Courtney Ann Birdsong 7/23/25
Signature Date
Courtney Ann Birdsong

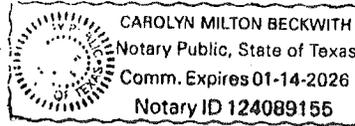
[Sign Originals Only]

STATE OF TEXAS
COUNTY OF Brazoria

The foregoing instrument was acknowledged before me this 23rd day of July, 2025 by **Ryan Edward Birdsong and Courtney Ann Birdsong.**

Carolyn Milton Beckwith
Notary Public

Printed Name: Carolyn Milton Beckwith
My commission expires: 1-14-2026



MLO Org.: First State Bank (ID: 435139) | MLO Indv: Aaron Groves (ID: 1047380)

Exhibit "A"
Property Description

ALL THAT CERTAIN 10.958 ACRES of land being a portion of a called 20 acre tract recorded in Volume Q, Page 677 of the Brazoria County Deed Records, a portion of a called 7 acre tract recorded in Volume R, Page 96 of the Brazoria County Deed Records and a portion of a called 13 acre tract recorded in Volume R, Page 597 of the Brazoria County Deed Records and out of a called 30.04 acre tract and out of a called 15.02 acre tract conveyed to John Hamilton in Volume 804, Page 199 of the Brazoria County Deed Records and situated in the George Robinson Survey, Abstract 126, Brazoria County, Texas and more particularly described by metes and bounds using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone, NAD 83 in which the directions are Lambert grid bearings and the distances are horizontal surface level lengths as follows: COMMENCING at a found 1/2" iron rod in the west right-of-way line of County Road 30, same being the southeast corner of Lot 54 of the Planter's Point Subdivision, Section One according the map or plat thereof recorded in Volume 17, Pages 103-106 of the Brazoria County Plat Records, same being in the north line of a called 15.02 acre tract conveyed to Ralph Hamilton in Volume 1760, Page 734 of the Brazoria County Official Records; THENCE South 86°48'47" West, coincident with the south line of the said Lot 54, same being the north line of said Ralph Hamilton 15.02 acre tract, a distance of 273.36 feet to a point for corner for the POINT OF BEGINNING of the herein described tract and from which a found 1/2" iron rod bears South 76°51'15" East, a distance of 5.88 feet; THENCE South 3°25'38" East (called south), coincident with the west line of said Ralph Hamilton 15.02 acre tract, same being the east line of said John Hamilton 15.02 acre tract, a distance of 1230.12 feet (called 1216.76 feet) to a found 1/2" iron rod for corner in the north line of a called 10.0 acre tract conveyed to George Rucker Estate recorded in Volume 157, Page 509 of the Brazoria County Deed Records; THENCE South 86°34'22" West (called west), coincident with the north line of said Rucker 10.0 acre tract, same being the south line of said John Hamilton 15.02 acre tract, a distance of 261.62 feet to a point for corner in the east line of a called 7.078 acre tract conveyed to Brazco Development Inc. in County Clerk's File 2019040078 of the Brazoria County Official Records; THENCE North 3°11'13" West, coincident with the east line of said Brazco Development Inc. 7.078 acre tract, at a distance of 6.05 feet pass a found 5/8" iron rod for reference and continue to a total distance of 769.21 feet to a point for corner in a pond; THENCE South 86°48'47" West, coincident with an internal line of said Brazco Development Inc. 7.078 acre tract, a distance of 343.20 feet to point for corner in a pond; THENCE North 3°11'13" West, coincident with an internal line of said Brazco Development Inc. 7.078 acre tract, a distance of 461.99 feet to a found 5/8" iron rod for corner in the north line of said John Hamilton 15.02 acre tract, same being the south line of said Planter's Point Subdivision, Section One; THENCE North 86°48'47" East (called east), coincident with the south line of the said Planter's Point Subdivision, Section One, same being the north line of said John Hamilton 15.02 acre tract, a distance of 599.66 feet to the POINT OF BEGINNING, containing 10.958 acres of land, more or less. Note: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for information and/or identification purposes and does not override Item 2 of Schedule B hereof.

FILED and RECORDED

Instrument Number: 2025035205

Filing and Recording Date: 07/24/2025 04:50:56 PM Pages: 8 Recording Fee: \$49.00

I hereby certify that this instrument was FILED on the date and time stamped hereon and RECORDED in the OFFICIAL PUBLIC RECORDS of Brazoria County, Texas.



A handwritten signature in black ink, appearing to read "Joyce Hudman".

Joyce Hudman, County Clerk
Brazoria County, Texas

ANY PROVISION CONTAINED IN ANY DOCUMENT WHICH RESTRICTS THE SALE, RENTAL, OR USE OF THE REAL PROPERTY DESCRIBED THEREIN BECAUSE OF RACE OR COLOR IS INVALID UNDER FEDERAL LAW AND IS UNENFORCEABLE.

DO NOT DESTROY - Warning, this document is part of the Official Public Record.

cclerk-kali