

Assignment of Rights ^{RKC}

2010002849

ASSIGNMENT

3 PGS



Kenneth W. Arthur

P O Box 257
Concan, Texas 78838
830.232.6576
830.232.5776 fax

June 25, 2010

I, Kenneth W. Arthur, Seller, of a certain 19.712 acres, purchased by Sleepy Oaks, Inc., do hereby assign all rights given to me by Contract of Deed, dated January 1, 1978, including, but not limited to, the use of the Canyon Oaks Subdivision river access area, and the utility area, to the deeded property owners of Shut In Creek Subdivision, my heirs and or assigns and their heirs and or assigns. The property owners of Shut In Creek Subdivision, must pay Canyon Oaks the same property owner's dues as Canyon Oaks property owners.

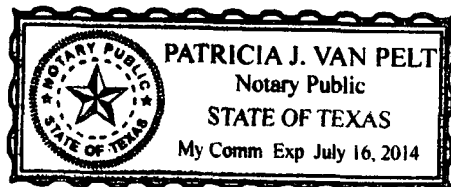
Kenneth W. Arthur

Kenneth Arthur

Date

STATE OF TEXAS
COUNTY OF UVALDE

This instrument was acknowledged before me on the 25 day of June, 2010, by
KENNETH W. ARTHUR.



Patricia Van Pelt
Notary Public, State of Texas

CONTRACT OF SALE

STATE OF TEXAS
COUNTY OF UVALDE I KNOW ALL MEN BY THESE PRESENTS:

This contract made and entered into by and between Kenneth Arthur, Terry Carson and Jack Klein, hereinafter called Seller, and Sleepy Oaks, Inc. a Texas corporation, acting herein by and through its duly authorized officers, dba Canyon Oaks Subdivision, hereinafter called Buyer.

WITNESSETH

I.

Seller hereby agrees to sell and convey unto Buyer, and Buyer hereby agrees and obligates itself to purchase and take by deed from seller, all that certain 19.712 acres of land, more or less, including all improvements thereon, situated in Uvalde County, Texas, in the condition thereof obtaining on the date hereof, being more particularly described in Exhibit A attached hereto. Deed shall be conveyed to Buyer in the form of a warranty deed at such time as the total price for said land is paid to seller.

II.

Interest shall commence on the 1st day of September 1978, at the rate of 9 1/2%. Payments shall be as Buyer sells the property with all proceeds going to Seller except for funds necessary for closing cost on cash sales. Also, Buyer may pay all or any amount at any time with those funds being first applied to the year's interest and the principal. Period of repayment shall not exceed five years.

Seller agrees to give partial releases to said land to be based upon \$5,000.00 down. Monies from released property shall be used to reduce the principal of the note between Seller and Buyer.

Buyer does hereby grant Seller and its heirs and assigns easement and access over existing roadways and easements to gain entrance to approximately 11 acres lying North - North West of Canyon Oaks Subdivision. Also, Buyer grants permission for Seller and its heirs and assigns the right to use the utility area providing that Seller abide by whatever rules or regulations Canyon Oaks Subdivision may enforce upon such area. Also Buyer grants to the purchasers of land in Shut - In - Creek Subdivision the rights to the river access area, however, purchasers must pay same property owner's dues as Canyon Oaks property owners:

Canyon Oaks has paid:	\$ 114.65	
	536.25	
	200.00	In 1978
	850.90	
Interest 1978:	1185.84	
9.72/day-122 days:	(333.94)	
	39,424.00	
	\$39,758.94	January 1, 1978

Buyer:
Terry Carson
Vice President, Sleepy Oaks
Jack Klein
Vice President, Sleepy Oaks
Kenneth Arthur
Vice President, Sleepy Oaks

Seller:
Kenneth Arthur
Kenneth Arthur
Jack Klein
Jack Klein
Terry Carson
Terry Carson

RECORDER'S MEMORANDUM

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

FILED AND RECORDED

OFFICIAL PUBLIC RECORDS

Lucille C. Hutcherson

Lucille C Hutcherson, County Clerk

Uvalde County TEXAS

September 28, 2010 03:43:46 PM

FEE. \$20 00

2010002849

**FRIO COUNTRY
P.O. BOX 257
CON CAN, TX 78838**