

Rockwall County  
Lisa Constant  
County Clerk  
Rockwall, Texas 75087 (972) 882-0220



70 2007 00369542

Instrument Number: 2007-00369542

Recorded On: January 05, 2007  
As Recordings

Parties: WHITTLE DEVELOPMENT INC  
To MARIAH BAY LEASING CORP

Billable Pages: 4  
Number of Pages: 4

Comment: WDVL

( Parties listed above are for Clerks reference only )

**\*\* Examined and Charged as Follows: \*\***

Recordings	24.00
Total Recording:	24.00

\*\*\*\*\* DO NOT REMOVE THIS PAGE IS PART OF THE INSTRUMENT \*\*\*\*\*

Any provision herein which restricts the Sale, Rental or use of the described REAL PROPERTY because of color or race is invalid and unenforceable under federal law.

**File Information:**

Document Number: 2007-00369542

Receipt Number: 171384

Recorded Date/Time: January 05, 2007 10:24:52A

Book-Vol/Pg: BK-OR VL-4888 PG-202

User / Station: F - Cashier Station #4

**Record and Return To:**

ROCKWALL COUNTY ABSTRACT/TITLE  
1505 Summer Lee Drive  
Rockwall TX 75032



I hereby certify that this instrument was filed on the date and time stamped hereon and was duly recorded in the Volume and Page of the named records in Rockwall County, Texas

Any provision herein which restricts the sale, rental or use of the described Real Estate because of color or race is invalid and unenforceable under Federal law.

*Lisa Constant*

Lisa Constant  
Rockwall County Clerk

200612342

WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS        )  
                                  )  
COUNTY OF ROCKWALL    )

KNOW ALL MEN BY THESE PRESENTS:

THAT **WHITTLE DEVELOPMENT, INC.**, a Texas corporation ("Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) to it in hand paid by **MARIAH BAY LEASING CORPORATION**, a Texas corporation ("Grantee"), whose mailing address is P. O. Box 369, Rockwall, Texas 75087, and in further consideration of the execution and delivery by Grantee of that certain Promissory Note (the "Note") dated of even date herewith in the original stated principal amount of \$31,000,000.00, bearing interest as therein provided and payable to Texans Commercial Capital, LLC, a Texas limited liability company ("Lender"), which Note is secured by, among other things, that certain Deed of Trust, Security Agreement, Financing Statement and Assignment of Leases and Rents (the "Deed of Trust"), dated of even date herewith executed by Grantee in favor of James C. Champion, Trustee for the benefit of Lender, the receipt and sufficiency of which are hereby acknowledged, has Granted, Bargained, Sold and Conveyed, and by these presents does hereby Grant, Bargain, Sell and Convey unto Grantee, its successors and assigns forever, that certain real property in the County of Rockwall and State of Texas which is described on Exhibit A attached hereto and incorporated herein by reference for all purposes, together with any buildings and improvements situated thereon, all of its right, title and interest in and to any land lying in the bed of any street, alley, road or avenue in front of or adjoining the real property described on Exhibit A attached hereto, and any and all licenses and other governmental permits and permissions relating to such real property, improvements thereon and operation thereof.

TO HAVE AND TO HOLD the above described property (the "Property"), together with all and singular the rights and appurtenances thereto in anywise belonging unto Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend, all and singular, the said Property unto said Grantee, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

It is expressly agreed and stipulated that a vendor's lien and the superior title are retained against the Property until the Note, and all interest thereon, are fully paid according to its face and tenor, effect and reading, when this Deed shall become absolute. Such vendor's lien and superior title are hereby assigned and transferred, without warranty or recourse, by Grantor to Lender.

EXECUTED as of the 21 day of December, 2006.

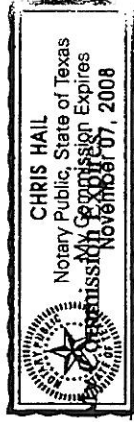
WHITTLE DEVELOPMENT, INC.,  
a Texas corporation

By: \_\_\_\_\_

*[Signature]*  
Robert S. Whittle, President

*TEXAS*  
THE STATE OF ~~FLORIDA~~ )  
COUNTY OF ROCKWALL )

This instrument was acknowledged before me on December 21, 2006 by Robert S. Whittle, President of Whittle Development, Inc., a Texas corporation, on behalf of such corporation.



\_\_\_\_\_  
Notary Public, State of Florida

*TEXAS*

Exhibit "A"

BEING a tract or part of that 32.179 acre tract of land situated in the M. J. Barisdale Survey, Abstract No. 11, and the E. Teal Survey, Abstract No. 207, City of Rockwall, Rockwall County, Texas, and further being a portion of that certain tract of land described in deed to Westlak Bay Development, Inc. and recorded in Volume 2181, Page 136, Deed Records, Rockwall County, Texas and being more particularly described as follows:

COMMENCING at a half inch iron rod with a yellow cap found on the Northwest Right-of-Way of Summer Lee Drive and its intersection with the Southwest Right-of-Way line of Wakefront Trail (a variable width ROW);

THENCE: South 63Deg 20' 30" West a distance of 879.26' to the Point of Beginning;  
South 14Deg 40' 23" East a distance of 52.63' to a one half inch iron rod with a yellow cap set for a corner;  
South 75Deg 19' 37" West a distance of 12.00' to a one half inch iron rod with a yellow cap set for a corner;  
South 14Deg 40' 23" East a distance of 19.00' to a one half inch iron rod with a yellow cap set for a corner;  
South 75Deg 19' 37" West a distance of 39.08' to a one half inch iron rod with a yellow cap set for a corner;  
South 14Deg 40' 23" East a distance of 21.78' to a one half inch iron rod with a yellow cap set for a corner;  
South 37Deg 42' 27" West a distance of 14.25' to a one half inch iron rod with a yellow cap set for a corner;  
South 25Deg 15' 12" West a distance of 75.33' to a one half inch iron rod with a yellow cap set for a corner;  
South 13Deg 00' 17" West a distance of 14.48' to a one half inch iron rod with a yellow cap set for a corner;  
South 13Deg 16' 16" East a distance of 46.29' to a one half inch iron rod with a yellow cap set for a corner;  
South 47Deg 36' 26" East a distance of 28.61' to a one half inch iron rod with a yellow cap set for a corner;  
South 65Deg 39' 59" East a distance of 17.33' to a one half inch iron rod with a yellow cap set for a corner;  
South 14Deg 40' 23" East a distance of 36.28' to a one half inch iron rod with a yellow cap set for a corner;  
South 76Deg 19' 37" West a distance of 4.00' to a one half inch iron rod with a yellow cap set for a corner;  
South 14Deg 40' 23" East a distance of 13.04' to a one half inch iron rod with a yellow cap set for a corner;  
South 75Deg 19' 37" West a distance of 38.00' to a one half inch iron rod with a yellow cap set for a corner;  
North 14Deg 40' 23" West a distance of 6.33' to a one half inch iron rod with a yellow cap set for a corner;  
North 12Deg 10' 16" East a distance of 80.00' to a one half inch iron rod with a yellow cap set for a corner;  
North 14Deg 40' 23" West a distance of 53.13' to a one half inch iron rod with a yellow cap set for a corner;  
North 75Deg 19' 37" East a distance of 6.00' to a one half inch iron rod with a yellow cap set for a corner;  
North 14Deg 40' 23" West a distance of 51.99' to a one half inch iron rod with a yellow cap set for a corner;  
North 75Deg 19' 37" East a distance of 77.00' to a one half inch iron rod with a yellow cap set for a corner;  
North 14Deg 40' 23" West a distance of 22.04' to a one half inch iron rod with a yellow cap set for a corner;  
South 38Deg 50' 30" East a distance of 57.23' to a one half inch iron rod with a yellow cap set for a corner;  
South 83Deg 26' 03" East a distance of 18.40' to a one half inch iron rod with a yellow cap set for a corner;  
North 77Deg 05' 05" East a distance of 33.53' to the Point of Beginning and containing 44.265 square feet or 1.02 acres of land.

Together with the non-exclusive easements for ingress, egress, parking, and utilities as provided for in Parking, Access and Utility Easement filed in Volume 3599, Page 91, Real Estate Records of Rockwall County, Texas.