

12-30-2004

Form PTO-1595

REC



Department of Commerce
Patent and Trademark Office

102914415

To Commissioner for Patents: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

2. Name and address of receiving party(ies):

Monty Earle Harris

Name: Beverly Patricia Harris

Internal Address: _____

Additional name(s) of conveying parties attached? Yes No

3. Nature of conveyance:

Street Address: 501 Twilla Tr.

Assignment

Merger

Security Agreement

Change of Name

City: Azle State: TX ZIP: 76020

Other Divorce Decree

Execution Date: 11/02/2004

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or patent numbers(s):

If this document is being filed together with a new application, the execution date of the application is: 11/11/2004

A. Patent Application No.(s) Attorney Docket No.

1074KH.027698

B. Patent No.(s)

U.S. 6,182,762

1074KH.023752

U.S. 5,975,211

1074KH.026654

U.S. 5,857,524

Additional numbers attached: Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: James E. Bradley

Internal Address: Bracewell & Patterson, LLP

6. Total number of applications and patents involved: _____

7. Total fee (37 CFR 1.21(h)) \$120.00

Enclosed

Any additional charges to deposit account

Street Address: 711 Louisiana, Suite 2900

8. Deposit Account No.: Bracewell & Patterson 50-0259

City: Houston State: Texas ZIP: 77002

(attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

James E. Bradley

Name of Person Signing

Signature

Date

for Bracewell & Patterson, LLP

Total number of pages including cover sheet, attachments and document. 23

Do not detach this portion

12/29/2004 MGETACHE 00000101 6182762

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2004 DEC 28 AM 7:42
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PATENT
REEL: 016105 FRAME: 0180

IN THE MATTER OF
THE MARRIAGE OF

BEVERLY PATRICIA HARRIS
AND
MONTY EARLE HARRIS

§
§
§
§
§
§

IN THE COUNTY COURT

AT LAW OF

PARKER COUNTY, TEXAS

AGREED FINAL DECREE OF DIVORCE

On April 7, 2004 the Court heard this case.

Appearances

Petitioner, BEVERLY PATRICIA HARRIS, appeared in person and through attorney of record, G. Thomas Vick, and announced ready for trial.

Respondent, MONTY EARLE HARRIS, has made a general appearance and has agreed to the terms of this judgment to the extent permitted by law, as evidenced by the signatures of Respondent and attorney for Respondent, Robert D. Hoover appearing below.

Record

The making of a record of testimony was waived by the parties with the consent of the Court.

Jurisdiction and Domicile

The Court finds that the pleadings of Petitioner and Respondent are in due form and contain all the allegations, information, and prerequisites required by law. The Court, after receiving evidence, finds that it has jurisdiction of this case and of all the parties and that at least sixty days have elapsed since the date the suit was filed. The Court finds that, at the time this suit was filed, Petitioner had been a domiciliary of Texas for the preceding six-month period and a resident of the county in which this suit was filed for the preceding ninety-day period. All persons entitled to citation were properly cited.

Jury

A jury was waived, and questions of fact and of law were submitted to the Court.

Agreement of Parties

The Court finds that the parties have entered into a Mediated Agreement on April 6, 2004 and filed with the Court

A CERTIFIED COPY
Attest: *Jeane Bourbon* 20 04
JEANE BOURBON, COUNTY CLERK
Parker County, Texas
Deputy: *Justin [Signature]*

April 7, 2004, all of which is contained in this decree. To the extent permitted by law, the parties stipulate the agreement is enforceable as a contract. The Court Approves the agreement of the parties as contained in this Agreed Final Decree of Divorce.

Divorce

IT IS ORDERED AND DECREED that BEVERLY PATRICIA HARRIS, Petitioner, and MONTY EARLE HARRIS, Respondent, are divorced and that the marriage between them is dissolved.

Child of the Marriage

The Court finds that there is no child of the marriage of Petitioner and Respondent now under eighteen years of age or otherwise entitled to support and that none is expected.

Division of Marital Estate

The Court finds that the following is a just and right division of the parties' marital estate, having due regard for the rights of each party.

IT IS ORDERED AND DECREED that the husband, MONTY EARLE HARRIS, is awarded the following as his sole and separate property, and the wife is divested of all right, title, interest, and claim in and to that property:

H-1. The following real property, including but not limited to any escrow funds, prepaid insurance, utility deposits, keys, house plans, home security access and code, garage door opener, warranties and service contracts, and title and closing documents:

Lots 8, 9, 10, and 11 in Block 5, Agua Dulce,
Neuces County, Texas

more commonly known as College Avenue N. @ Fifth Street,
Agua Dulce, Texas 78330.

H-2. The following furniture, furnishings, fixtures, goods, art objects, collectibles, appliances, and equipment located in the residence at 501 Twilla, Azle, Texas and which husband shall remove on or before June 15, 2004:

- a. Tan leather couch (not the dark brown one)
- b. Brumbaugh leather recliner chair
- c. Loewe H.D. TV
- d. Filing cabinet
- e. Vacuum cleaner
- f. Steam cleaner
- g. 52" TV

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JEANE BRUNSON, COUNTY CLERK
Parker County, Texas
Deputy: *[Signature]*

- h. Round glass top table w/4 Mexican barrel chairs in living room
- i. Marble pedestal ice cream table
- j. Small refrigerator on back porch
- k. Antique wash stand (from husband's cousin)
- l. Bench on back porch
- m. Small round slate table w/2 chairs on back porch
- n. Desk and cedar chest (from husband's mother)
- o. Cargo trundle bed in guest room
- p. Rocker and chest in guest room
- q. One set of dishes (Service for 6 - not wife's mothers)
- r. One set of flatware (Service for 6)
- s. one set of cookware
- t. One coffee maker and coffee grinder
- u. Older washer and dryer (in the shop)
- v. Husband's personal Dell computer
- w. Two sets of linens
- x. Ten bath towels, ten wash cloths, ten hand towels

H-3. All clothing, jewelry, and other personal effects in the possession of the husband or subject to his sole control.

H-4. The following financial accounts:

- a. First Bank Azle Account No.9161; and
- b. Smith Barney Account No.90-13.

H-5. All policies of life insurance (including cash values) insuring the husband's life.

H-6. The following motor vehicles, together with all prepaid insurance, keys, and title documents subject to the debt thereon, if any:

- a. 1996 Chevrolet Dually one ton truck, VIN 1GBHC33F7TF006850;
- b. Kawasaki motorcycle w/trailer; and
- c. 18' Gooseneck trailer.

H-7. The 1990 Mustang, VIN 1FACP44E6LF184499, together with all prepaid insurance, keys, and title documents.

H-8. The balance of funds from settlement of the personal injury claim against Weatherby, Inc. held in the BankOne Account 000001596363562, styled Monty Earle Harris/Robert D. Hoover, Escrow Agent, after the payment of the following:

- a. \$40,000.00 to BEVERLY PATRICIA HARRIS;
- b. \$10,000.00 to G. Thomas Vick;
- c. \$10,000.00 to Robert D. Hoover; and

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 Attest: *[Signature]* 3, 2004
 JEANE BRUNSON, COUNTY CLERK
 Parker County, Texas
 Deputy: *[Signature]*

d. Payment of the IRS indebtedness for the years 1999 and 2000.

IT IS ORDERED AND DECREED that the wife, **BEVERLY PATRICIA HARRIS**, is awarded the following as her sole and separate property, and the husband is divested of all right, title, interest, and claim in and to that property:

W-1. The following real property, including but not limited to any insurance reimbursement for hail damage, escrow funds, prepaid insurance, utility deposits, keys, house plans, home security access and code, garage door opener, warranties and service contracts, and title and closing documents, subject to the debt thereon:

LOTS 14 AND 15, BAR-Y ESTATES, an Addition to Parker County, Texas, according to the plat recorded in Vol. 358-A, page 49, Deed Records, Parker, County, Texas.

more commonly known as 501 Twilla Trail, Azle, Texas 76020.

W-2. All household furniture, furnishings, fixtures, goods, art objects, collectibles, appliances, tools, electronics, and equipment in the possession of the wife or subject to her sole control.

W-3. All household furniture, furnishings, fixtures, goods, art objects, collectibles, appliances, and equipment in the residence located at 501 Twila Trail, Azle, Texas, except for the following items awarded to husband hereinabove:

- a. Tan leather couch (not the dark brown one)
- b. Brumbaugh leather recliner chair
- c. Loewe H.D. TV
- d. Filing cabinet
- e. Vacuum cleaner
- f. Steam cleaner
- g. 52" TV
- h. Round glass top table w/4 Mexican barrel chairs in living room
- i. Marble pedestal ice cream table
- j. Small refrigerator on back porch
- k. Antique wash stand (from husband's cousin)
- l. Bench on back porch
- m. Small round slate table w/2 chairs on back porch
- n. Desk and cedar chest (from husband's mother)
- o. Cargo trundle bed in guest room
- p. Rocker and chest in guest room
- q. One set of dishes (Service for 6 - not wife's mothers)
- r. One set of flatware (Service for 6)
- s. One set of cookware

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JEANE BRUNSON, COUNTY CLERK
Parker County, Texas
Deputy: *[Signature]*

- t. One coffee maker and coffee grinder
- u. Older washer and dryer (in the shop)
- v. Husband's personal Dell computer
- w. Two sets of linens
- x. Ten bath towels, ten wash cloths, ten hand towels

W-4. All clothing, jewelry, furs, and other personal effects in the possession of the wife or subject to her sole control.

W-5. The following financial accounts:

- a. Wells Fargo Account No.1140
- b. Wells Fargo Account No.8581
- c. First Bank Azle Account No. ...7363
- d. First Bank Azle Account No. ...1481

W-6. All policies of life insurance (including cash values) insuring the wife's life.

W-7. The following motor vehicles, together with all prepaid insurance, keys, and title documents, subject to the debt thereon, if any:

- a. 1998 Lincoln Navigator, VIN 5LMEU27LXWLJ05103
- b. 1985 Jaguar, VIN SAJNV5845FC121546

W-8. The business known as Harris Tool and Specialty, Inc., with all assets including but not limited to the welding machine, fork lift, John Deere tractor, chain hoists, 40 foot gooseneck trailer, shop fixtures, grinders, computers, drills, service tools and other tools of the business, subject to all liabilities of the business including but not limited to Cohn & Gregory, Emery, Federal Express, Lufthansa Cargo, Rite Weld Supply, Snap-Tite Inc., Texas Seal, United Healthcare, Service Machine & Supply, Inc., First Bank Loan #10147, First Bank Loan #11249.

W-9. \$40,000.00 payable by MONTY EARLE HARRIS to BEVERLY PATRICIA HARRIS from the Weatherby, Inc. settlement proceeds held in escrow by husband's attorney Robert D. Hoover.

W-10. All of the parties' right, title and interest in all of the patents owned by the parties, including but not limited to the following:

- a. Patent No. US6,182,762 B1, Storm Valve
- b. Patent No. 5,857,524, Liner Hanging, Sealing and Cementing Tool
- c. Patent No. US005975211A, Wellhead Bore Isolation Tool (Tree Saver)

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 Attest: *[Signature]* 3/20/04
 JEANE BRUNSON, COUNTY CLERK
 Parker County, Texas
 Deputy: *[Signature]*

W-11.100% of any claim that wife may have against Lew Stevens, David Fielding and Jerry Gillock, or any legal entity owned partly or in whole by any of these persons.

W-12.All interest in the Alice Country Club, Alice, Texas.

W-13.The cemetery lots.

IT IS ORDERED AND DECREED that the husband, **MONTY EARLE HARRIS**, shall vacate the parties' residence at 501 Twilla Trail, Azle, Texas 76020 and shall remove the items awarded to him hereinabove on or before June 15, 2004.

The Court finds that subsequent to mediation conducted in this matter on April 6, 2004, the parties discovered that they owned 189 shares of stock in Dow Chemical Company which was not divided in the mediated agreement. Therefore, the parties have agreed that said stock should be equally divided in kind and each party is should be awarded one-half of the total shares.

IT IS ORDERED AND DECREED that the husband, **MONTY EARLE HARRIS**, is awarded the following as his sole and separate property, and the wife is divested of all right, title, interest, and claim in and to that property:

H-1. 94 shares of stock in the Dow Chemical Company, together with all rights and privileges in connection with them, plus fifty percent of any shares in excess of 189 and any accumulated dividends or interest.

IT IS ORDERED AND DECREED that the wife, **BEVERLY PATRICIA HARRIS**, is awarded the following as her sole and separate property, and the husband is divested of all right, title, interest, and claim in and to that property:

W-1. 95 shares of stock in the Dow Chemical Company, together with all rights and privileges in connection with them, plus fifty percent of any shares in excess of 189 and any accumulated dividends or interest.

IT IS ORDERED AND DECREED that the husband, **MONTY EARLE HARRIS**, shall pay, as a part of the division of the estate of the parties, and shall indemnify and hold the wife and her property harmless from any failure to so discharge, these items:

H-1. The IRS liability, including the taxes and penalties due for 1999 and 2000, which shall be paid within five days from the date this final decree is signed by the Court.

H-2. All income tax liability due on the \$107,000 personal injury settlement from Weatherby, Inc. in 2003 and the annuity distribution in 2003.

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Attest: *[Signature]* 3, 2004
JEANE BRUNSON, COUNTY CLERK
Parker County, Texas
Deputy: *[Signature]*

H-3. Income tax liability on any other income received by husband for the years 2003 and 2004.

H-4. The following debts, charges, liabilities, and obligations:

- a. Whitaker, Chalk, Swindel & Sawyer
- b. Direct TV
- c. AT&T account number 817-444-2157
- d. AT&T wireless account number3570
- e. AT&T long distance account number6001
- f. Verizon account number1110
- g. Sprint account number0706
- h. American Express Platinum account number1007
- i. American Express Gold account number1001
- j. American Express Optima account number2006
- k. American Express account number2006
- l. CITGO account number2080
- m. Dillards account number0161
- n. Texaco/Shell account number9643
- o. Wells Fargo VISA account number1614

H-5. One-half of the deficiency resulting from the foreclosure on the real property at 1925 Reynolds Drive, Azle, Texas.

H-6. Any and all debts, charges, liabilities, and other obligations incurred solely by the husband from and after October 6, 2001 unless express provision is made in this decree to the contrary.

H-7. All encumbrances, ad valorem taxes, liens, assessments, or other charges due or to become due on the real and personal property awarded to the husband in this decree, except on the 1990 Mustang which is to be paid by wife, unless express provision is made in this decree to the contrary.

IT IS ORDERED AND DECREED that the wife, BEVERLY PATRICIA HARRIS, shall pay, as a part of the division of the estate of the parties, and shall indemnify and hold the husband and his property harmless from any failure to so discharge, these items:

W-1. The balance due, including principal, interest, tax, and insurance escrow, on the promissory note executed and secured by deed of trust on the real property located at 501 Twilla Trail, Azle, Texas awarded in this decree to the wife, which is recorded in the Deed of Trust Records of Parker County, Texas.

W-2. The balance due, including principal, interest, and all other charges, on the promissory note payable and secured by

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Parker County, Texas
Deputy: *[Signature]*

attached hereto) their income and earnings from their respective property, wages, salaries, and other forms of compensation received on or after January 1, 2003, the Court issues the following orders:

IT IS ORDERED AND DECREED that BEVERLY PATRICIA HARRIS' income and earnings from her property, wages, salaries, and other forms of compensation received on or after January 1, 2003, is confirmed as her separate property.

IT IS ORDERED AND DECREED that MONTY EARLE HARRIS' income and earnings from his property, wages, salaries, and other forms of compensation received on or after January 1, 2003, is confirmed as his separate property.

IT IS ORDERED AND DECREED that any assets of the parties not awarded or divided by this Final Decree of Divorce are subject to future division as provided in the Texas Family Code.

IT IS FURTHER ORDERED AND DECREED, as a part of the division of the estate of the parties, that any community liability not expressly assumed by a party under this decree is to be paid by the party incurring the liability, and the party incurring the liability shall indemnify and hold the other party and his or her property harmless from any failure to so discharge the liability.

Confirmation of Separate Property

IT IS ORDERED AND DECREED that the following described property is confirmed as the separate property of MONTY EARLE HARRIS:

6.167 acres of land, more or less, and being all of that certain tract comprised of 6.667 acres of land out of the Antonio Longoria Grant, State Abstract No. 203, known as the "Los Sauces" and being the North 1/2 of the Middle 1/3 of Block No. 14 of Section No. 25 of the William Benton Pasture Subdivision in Nueces County, Texas, as shown on the Map Records of said subdivision recorded in Vol. A, Page 77, Map Records of Nueces County, Texas, said 6.667 acres of land being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a point in the East line of said Section No. 25, said point also being in the centerline of State Hwy. Farm to Market Road No. 70, from whence the Northeast corner of said Section 25 bears N. 3°-5" E. 3,080.0 feet, for the beginning and Northeast corner of this tract;

THENCE N. 86°-55' W., along the North line of the Middle 1/3 of said Block No. 14, 40.0 feet to a point

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JEANE BRUNSON, COUNTY CLERK
Parker County, Texas
Deputy: *[Signature]*

set in the West right of way line of said Farm to market Road No. 70 and continuing with same line and distance a total of 1,320.0 feet to a point for the Northwest corner of this tract;

THENCE S. 3°-05' W., along the West line of said Block 14, 220.0 feet to a point for the Southwest Corner of this tract;

THENCE S. 86°-55' E., at 1,280.0 feet to a point in the West right of way line of said Farm to Market Road No. 70 and continuing with the same line and distance a total of 1,320.0 feet to a point in the centerline of said Farm to Market Road No. 70, for the Southeast corner of this tract;

THENCE N. 3°-05' E., along the East line of said Block No. 14, same being the centerline of said Farm to Market Road No. 70, 220.0 feet to the Northeast and beginning corner of this tract.

The above described strip or parcel of land contains 6.667 acres of which 0.202 acres are within the limits of said Farm to Market Road No. 70, as shown by an easement executed by Lillian P. Harris to the Texas Highway Dept. and recorded in Vol. 505 on Page 338 of the Deed Records of Nueces County, Texas;

LESS AND SAVE EXCEPT that certain one-half (0.50) acre tract described in Warranty Deed dated May 6, 1980, executed by O. G. Harris, as Grantor, to Harris Tool & Specialty Company, as Grantee, of record in Vol. 173-A, Pages 886-888, Deed Records of Nueces County, Texas, which Deed Reference is here made for descriptive purposes;

leaving 6.167 acres of land, more or less;

a plat of the Middle 1/3 of Block No. 14 of Section No. 25 of the William Benton Pasture Subdivision designating the above described 6.167 acres of land being attached hereto as Exhibit "A" and incorporated herein by reference thereto for descriptive purposes.

Transfer and Delivery of Property

IT IS ORDERED AND DECREED that the parties shall appear in the law offices of their respective attorneys on or before 2:00 o'clock, p.m., fourteen days following the date this Agreed Final Decree of Divorce is signed by the Court, and shall execute, have acknowledged, and deliver to the other party through his or her respective attorney, all legal instruments necessary to carry

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Attest: *November 3, 2014*
JEANE BRUNSON, COUNTY CLERK
Parker County, Texas
Deputy: *[Signature]*

into effect the terms and provisions of this Agreed Final Decree of Divorce as to the transfer of property including, but not limited to, Real Estate Lien Note, Deed of Trust, Special Warranty Deed, Warranty Deed with Vendor's Lien, Deed of Trust to Secure Assumption, Assignment of Escrow Funds Letter, Assignment of Utility Deposits, Certificate of Title to Motor Vehicle, and Power of Attorney to Transfer Motor Vehicle. RWH
TV

This decree shall serve as a muniment of title to transfer ownership of all property awarded to any party in this Final Decree of Divorce.

Court Costs

IT IS ORDERED AND DECREED that costs of court are to be borne by the party who incurred them.

Resolution of Temporary Orders

IT IS ORDERED AND DECREED that Petitioner and Respondent are discharged from all further liabilities and obligations imposed by the temporary orders of this Court rendered on June 2, 2003, November 26, 2003 and February 5, 2004.

Merger of Mediation Agreement

This Agreed Final Decree of Divorce is stipulated to represent a merger of a mediation agreement between the parties. To the extent there exist any differences between the mediation agreement and this Agreed Final Decree of Divorce, this Agreed Final Decree of Divorce shall control in all instances.

Discharge from Discovery Retention Requirement

IT IS ORDERED AND DECREED that the parties and their respective attorneys are discharged from the requirement of keeping and storing the documents produced in this case in accordance with rule 191.4(d) of the Texas Rules of Civil Procedure.

Decree Acknowledgment

Petitioner, BEVERLY PATRICIA HARRIS and Respondent, MONTY EARLE HARRIS each acknowledge that before signing this Agreed Final Decree of Divorce they have read this Agreed Final Decree of Divorce fully and completely, have had the opportunity to ask any questions regarding the same, and fully understand that the contents of this Agreed Final Decree of Divorce constitute a full and complete resolution of this case. Petitioner and Respondent acknowledge that they have voluntarily affixed their signatures to this Agreed Final Decree of Divorce, believing this agreement to be a just and right division of the marital debt and assets,

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JEANE BRUNSON, COUNTY CLERK
Parker County, Texas
Deputy: [Signature]

and state that they have not signed by virtue of any coercion, any duress, or any agreement other than those specifically set forth in this Agreed Final Decree of Divorce.

Indemnification

Each party represents and warrants that he or she has not incurred any outstanding debt, obligation, or other liability on which the other party is or may be liable, other than those described in this decree. Each party agrees and it is ORDERED that if any claim, action, or proceeding is hereafter initiated seeking to hold the party not assuming a debt, an obligation, a liability, an act, or an omission of the other party liable for such debt, obligation, liability, act, or omission of the other party, that other party will, at his or her sole expense, defend the party not assuming the debt, obligation, liability, act, or omission of the other party against any such claim or demand, whether or not well founded, and will indemnify the party not assuming the debt, obligation, liability, act, or omission of the other party and hold him or her harmless from all damages resulting from the claim or demand.

Damages, as used in this provision, includes any reasonable loss, cost, expense, penalty, and other damage, including without limitation attorney's fees and other costs and expenses reasonably and necessarily incurred in enforcing this indemnity.

It is ORDERED that the indemnifying party will reimburse the indemnified party, on demand, for any payment made by the indemnified party at any time after the entry of the divorce decree to satisfy any judgment of any court of competent jurisdiction or in accordance with a bona fide compromise or settlement of claims, demands, or actions for any damages to which this indemnity relates.

The parties agree and it is ORDERED that each party will give the other party prompt written notice of any litigation threatened or instituted against either party that might constitute the basis of a claim for indemnity under this decree.

Clarifying Orders

Without affecting the finality of this Agreed Final Decree of Divorce, this Court expressly reserves the right to make orders necessary to clarify and enforce this decree.

Relief Not Granted

IT IS ORDERED AND DECREED that all relief requested in this case and not expressly granted is denied. This is a final judgment, for which let execution and all writs and processes

necessary to enforce this judgment issue. This judgment finally disposes of all claims and all parties and is appealable.

Date of Judgment

SIGNED on the 20 day of November, 2004.

W. Delia Dupont
JUDGE PRESIDING

APPROVED AND CONSENTED TO AS TO BOTH FORM AND SUBSTANCE:

Beverly Patricia Harris
BEVERLY PATRICIA HARRIS, Petitioner

Monty Earle Harris
MONTY EARLE HARRIS, Respondent

RECEIVED AND FILED
FOR RECORD
10:35 clock A M

NOV 03 2004

APPROVED AS TO FORM ONLY:

G. Thomas Vick, Jr.

G. THOMAS VICK, JR.
State Bar No. 20563100
Vick, Carney & Smith, L.L.P.
111 York Avenue
Weatherford, Texas 76086
(817) 596-5533
(817) 596-8577 Facsimile
ATTORNEY FOR BEVERLY PATRICIA HARRIS

Jeanne Brunson, Co. Clerk
PARKER COUNTY, TEXAS
By ASD Deputy

Robert D. Hoover

ROBERT D. HOOVER
State Bar No: 09967500
113 North Houston Street
Fort Worth, Texas 76102
(817) 335-3399
(817) 335-9595 Facsimile
ATTORNEY FOR MONTY EARLE HARRIS

A CERTIFIED COPY
Attest November 3 2004
JEANNE BRUNSON, COUNTY CLERK
Parker County, Texas
Deputy: Barbara Bode

DOC# 989980

WARRANTY DEED

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS, THAT:
COUNTY OF NUECES §

That I, O. G. HARRIS, a single man of Nueces County, Texas, hereinafter called Grantor, for and in consideration of the sum of TEN AND NO/100 (\$10.00) DOLLARS and other good and valuable consideration to me in hand paid by MONTY E. HARRIS, out of his separate property and estate, and the love and affection which I have and bear for the said MONTY E. HARRIS, hereinafter called Grantee, the receipt of which is hereby acknowledged and confessed, have GIVEN, GRANTED, SOLD and CONVEYED, and by these presents do GIVE, GRANT, SELL and CONVEY, to MONTY E. HARRIS, as his sole and separate property and estate, of Nueces County, Texas, whose address is Rt. 1, Box 485-S, Azle, Texas 76020, all of the following described real property in Nueces County, Texas, to-wit:

6.167 acres of land, more or less, and being all of that certain tract comprised of 6.667 acres of land out of the Antonio Longoria Grant, State Abstract No. 203, known as the "Los Sauces" and being the North 1/2 of the Middle 1/3 of Block No. 14 of Section No. 25 of the William Benton Pasture Subdivision in Nueces County, Texas, as shown on the Map Records of said subdivision recorded in Vol. A, Page 77, Map Records of Nueces County, Texas, said 6.667 acres of land being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at a point in the East line of said Section No. 25, said point also being in the centerline of State Hwy. Farm to Market Road No. 70, from whence the Northeast corner of said Section 25 bears N. 3°-05' E. 3,080.0 feet, for the beginning and Northeast corner of this tract;

THENCE N. 86°-55' W., along the North line of the Middle 1/3 of said Block No. 14, 40.0 feet to a point set in the West right of way line of said Farm to Market Road No. 70 and continuing with same line and distance a total of 1,320.0 feet to a point for the Northwest corner of this tract;

THENCE S. 3°-05' W., along the West line of said Block 14, 220.0 feet to a point for the Southwest corner of this tract;

THENCE S. 86°-55' E., at 1,280.0 feet to a point in the West right of way line of said Farm to Market Road No. 70 and continuing with same line and distance a total of 1,320.0 feet to a point in the centerline of said Farm to Market Road No. 70, for the Southeast corner of this tract;

THENCE N. 3°-05' E., along the East line of said Block No. 14, same being the centerline of said Farm to Market Road No. 70, 220.0 feet to the Northeast and beginning corner of this tract.

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Attest: *[Signature]* 2004
JEANE BRUNSON, COUNTY CLERK
Parker County, Texas
Deputy: *[Signature]*

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The above described strip or parcel of land contains 6.667 acres of which 0.202 acres are within the limits of said Farm to Market Road No. 70, as shown by an easement executed by Lillian P. Harris to the Texas Highway Dept. and recorded in Vol. 505 on Page 338 of the Deed Records of Nueces County, Texas;

LESS SAVE AND EXCEPT that certain one-half (0.50) acre tract described in Warranty Deed dated May 6, 1980, executed by O. G. Harris, as Grantor, to Harris Tool & Specialty Company, as Grantee, of record in Vol. 173-A, Pages 886-888, Deed Records of Nueces County, Texas, to which Deed reference is here made for descriptive purposes;

leaving 6.167 acres of land, more or less;

a plat of the Middle 1/3 of Block No. 14 of Section No. 25 of the William Benton Pasture Subdivision designating the above described 6.167 acres of land being attached hereto as Exhibit "A" and incorporated herein by reference thereto for descriptive purposes.

This conveyance is made and accepted subject to the following matters, to the extent same are in effect at this time: present restrictions, if any, existing against the above described property; rights of parties in possession; any and all conveyances and/or reservations of mineral and/or royalty interests, oil leases, gas leases and mining leases; all road rights-of-way (whether fee or easement), pipeline easements, power line easements, canal easements, drainage easements, or other easements affecting said property either as shown of record in the Office of the County Clerk of Nueces County, Texas, or in actual existence upon the ground; and to all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect, relating to the hereinabove described property, and all such matters are expressly excepted from the warranty of title hereinafter contained.

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 Grantee, his heirs and assigns forever, as his sole and separate property and estate; and I do hereby bind myself, my heirs, executors and administrators, to WARRANT AND FOREVER DEFEND, all and singular the said premises unto the said Grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, subject, however, to all of the terms and provisions herein contained.

A CERTIFIED COPY
Attest: *[Signature]* 3/20/04
JEANE BRUNSON, COUNTY CLERK
Parker County, Texas
Deputy: *[Signature]*

000292

Ad valorem taxes for the year 1996 and thereafter will be assumed by the Grantee herein.

DATED THE 1st DAY OF December, 1995.

O. G. Harris
O. G. HARRIS

GRANTOR

THE STATE OF TEXAS S

COUNTY OF Jim Wells S

This instrument was acknowledged before me on the 1st day of December, 1995, by O. G. HARRIS.



Lupita Molina
Notary Public, State of Texas

S:\Harris.OG\Monty.WD

000293

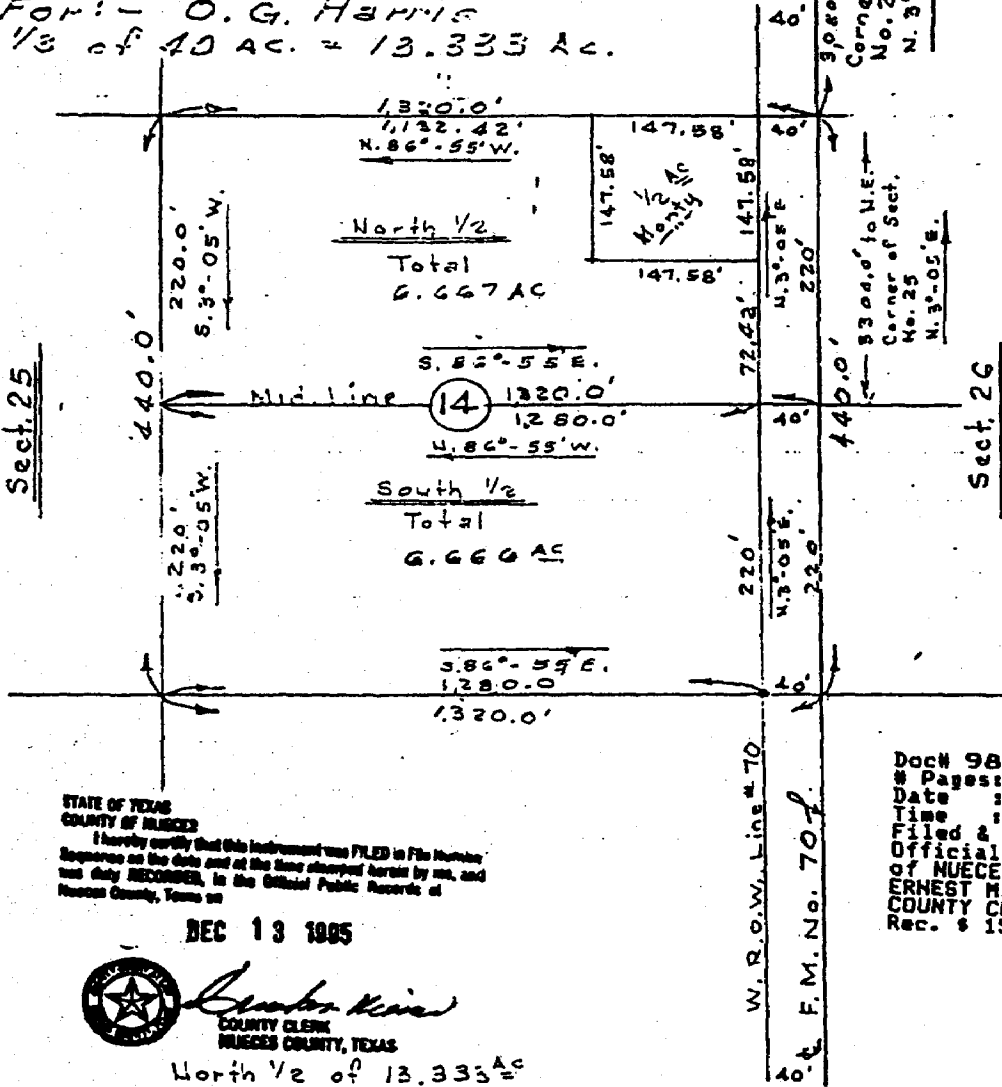
A CERTIFIED COPY
Attest: November 3, 1995
JEANE BURBON, COUNTY CLERK
Parker County, Texas
Deputy: [Signature]

PATENT
REEL: 016105 FRAME: 0196

RECORDER'S MEMORANDUM
 At the time of recording, 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.

4-29-80
 Rad

Middle 1/3 of
 Blk. 14, Section 25
 Benton Pasture Subd.
 Plat Blk. "A", Page 77
 For: O. G. Harris
 1/3 of 40 AC. = 13.333 AC.



STATE OF TEXAS
 COUNTY OF MUECES
 I hereby certify that this instrument was FILED in the Public
 Records on the date and at the time shown herein by me, and
 was duly RECORDED, in the Official Public Records of
 Mueces County, Texas on

DEC 13 1995



Ernest M. Briones
 COUNTY CLERK
 MUECES COUNTY, TEXAS

North 1/2 of 13.333 AC
 South 1/2 " 13.333 AC
 6.666 Acres includes R.O.W.
 1/2 Acre outside R.O.W.

Doc# 989980
 # Pages: 4
 Date : 12-13-1995
 Time : 11:31:50 A.M.
 Filed & Recorded in
 Official Records
 of MUECES County, TX.
 ERNEST M. BRIONES
 COUNTY CLERK
 Rec. \$ 15.00

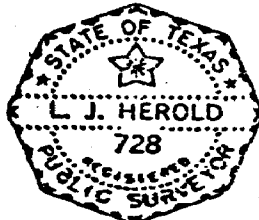
Any provision herein which restricts the Sale, Rental or use
 of the described REAL PROPERTY because of Race, Color,
 Religion, Sex, Handicap, Familial Status or National Origin, is
 invalid and unenforceable under FEDERAL LAW, 3/12/78.

4-29-80

Warburton, Adams, McNeill Paisley & McGuire
 P.O. Box 331
 Alice, TX 78333-0331



A CERTIFIED COPY
 Attest: *Jeane Brunson*
 JEANE BRUNSON, COUNTY CLERK
 Parker County, Texas
 Deputy: *Jeane Brunson*



000294

PATENT
 REEL: 016105 FRAME: 0197

EXHIBIT "B"

CAUSE NO. CIV02-0904

IN THE MATTER OF	§	IN THE COUNTY COURT
THE MARRIAGE OF	§	
	§	
BEVERLY PATRICIA HARRIS	§	AT LAW OF
AND	§	
MONTY EARLE HARRIS	§	PARKER COUNTY, TEXAS

Partition or Exchange Agreement

The parties to this Partition or Exchange Agreement are MONTY EARLE HARRIS ("Husband"), of Parker County, Texas, and BEVERLY PATRICIA HARRIS ("Wife"), of Parker County, Texas.

Stipulations

1. The parties are entering into this agreement in accordance with article XVI, section 15, of the Texas Constitution, as amended, and relevant sections of the Texas Family Code, as amended.

2. The parties acknowledge and agree that they are making and entering into this agreement voluntarily and without the intention to defraud or prejudice preexisting creditors.

3. The parties intend by this agreement to partition or exchange their income and earnings from their respective property, wages, salaries, and other forms of compensation received after January 1, 2003, for federal income tax purposes and to file separate federal income tax returns reporting their individual earnings at the end of the year.

In consideration of the mutual promises, agreements, partitions, exchanges, releases, and waivers contained in this agreement and in consideration of the parties' desire to establish certain rights and obligations by this agreement, and

ME
Husband's Initials

BPH
Wife's Initials

A CERTIFIED COPY
Attest: March 3, 2004
JEANE BRUNSON, COUNTY CLERK
Parker County, Texas
Deputy: [Signature]

with the intent to be fully bound by the terms of this agreement, the parties covenant, agree, and contract as follows:

Partition of Property

Property Partitioned to Husband

The parties agree that Husband will own, possess, and enjoy as his sole and separate estate, free from any claim of Wife, his income and earnings from his property, wages, salaries, and other forms of compensation received on or after January 1, 2003 and Wife partitions and exchanges to Husband all her community-property interest in same.

Property Partitioned to Wife

The parties agree that Wife will own, possess, and enjoy as her sole and separate estate, free from any claim of Husband, her income and earnings from her property, wages, salaries, and other forms of compensation received on or after January 1, 2003 and Husband partitions and exchanges to Wife all his community-property interest in same.

Other Provisions

Entire Agreement

Each party has carefully read this agreement and has executed it in reliance on the party's own judgment. This agreement expresses the entire agreement between the parties concerning their income and earnings.

Representations and Warranties

WARNING

EACH PARTY TO THIS AGREEMENT UNDERSTANDS THAT BY SIGNING THIS DOCUMENT HE OR SHE IS PERMANENTLY SURRENDERING RIGHTS AND CLAIMS HE OR SHE WOULD OTHERWISE HAVE UNDER TEXAS LAW AND UNDER THE LAW OF OTHER JURISDICTIONS.

MH

Husband's Initials

BA

Wife's Initials

A CERTIFIED COPY
Attest: *November 3, 2004*
JEANE BRUNSON, COUNTY CLERK
Parker County, Texas
Deputy: *[Signature]*

Representations and Warranties of Husband

My name is **MONTY EARLE HARRIS**. I represent and warrant that:

1. I have carefully read each and every page of this agreement.
2. I am fully and completely informed by my attorney about the law relating to the subject matter of this agreement and about the spousal rights and liabilities of both parties.
3. I AM ENTERING INTO THIS AGREEMENT VOLUNTARILY.
4. I have given careful and mature thought to the making of this agreement.
5. I fully and completely understand each provision of this agreement, concerning both the subject matter and the legal effect. I further acknowledge that this agreement was not procured by fraud, duress, or overreaching.
6. I fully understand that, by signing this agreement and accepting any benefit whatsoever under it, I will be estopped from making any claim of any kind to **BEVERLY PATRICIA HARRIS'** income and earnings for the calendar year 2003.
7. I am executing this agreement with intent to be bound fully by all its terms.

Monty Earle Harris

MONTY EARLE HARRIS

MEH

Husband's Initials

BPA

Wife's Initials

Partition or Exchange Agreement

Page 3

A CERTIFIED COPY
Attest: *March 3, 2004*
JEANE BRUNSON, COUNTY CLERK
Parker County, Texas
Deputy: *[Signature]*

PATENT
REEL: 016105 FRAME: 0200

Representations and Warranties of Wife

My name is BEVERLY PATRICIA HARRIS. I represent and warrant that:

1. I have carefully read each and every page of this agreement.
2. I am fully and completely informed by my attorney about the law relating to the subject matter of this agreement and about the spousal rights and liabilities of both parties.
3. I AM ENTERING INTO THIS AGREEMENT VOLUNTARILY.
4. I have given careful and mature thought to the making of this agreement.
5. I fully and completely understand each provision of this agreement, concerning both the subject matter and the legal effect. I further acknowledge that this agreement was not procured by fraud, duress, or overreaching.
6. I fully understand that, by signing this agreement and accepting any benefit whatsoever under it, I will be estopped from making any claim of any kind to **MONTY EARLE HARRIS'** income and earnings for the calendar year 2003.
7. I am executing this agreement with intent to be bound fully by all its terms.




BEVERLY PATRICIA HARRIS


Husband's Initials


Wife's Initials

Partition or Exchange Agreement

Page 4

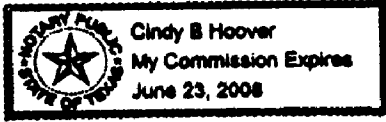
A CERTIFIED COPY
Attest:  20
JEANE BRUNSON, COURT CLERK
Parker County, Texas
Deputy: 

PATENT
REEL: 016105 FRAME: 0201

EXECUTED in multiple originals on the dates and at the times of the acknowledgments shown below.

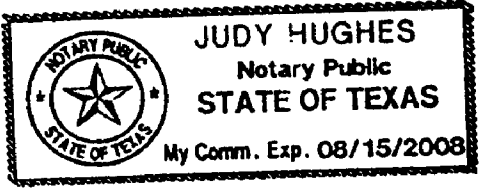
STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me at on the 28th day of OCTOBER, 2004 by MONTY EARLE HARRIS.



Cindy Hoover
Notary Public, State of Texas

I, the notary public whose signature appears above, certify that I am not an attorney representing either party to this agreement.



Judy Hughes

STATE OF TEXAS §
COUNTY OF TARRANT §

This instrument was acknowledged before me at on the 21st day of October, 2004 by BEVERLY PATRICIA HARRIS.

Judy Hughes
Notary Public State of Texas

I, the notary public whose signature appears above, certify that I am not an attorney representing either party to this agreement.

Judy Hughes

MEH
Husband's Initials

BPH
Wife's Initials

Partition or Exchange Agreement

Page 5

A CERTIFIED COPY
Attest: November 3, 2004
JEANE BRUNSON, COUNTY CLERK
Parker County, Texas
Deputy: [Signature]

PATENT

RECORDED: 12/28/2004

REEL: 016105 FRAME: 0202