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[SEAL]

**In The
Court of Appeals
Sixth Appellate District of Texas at Texarkana**

No. 06-17-00071-CV

IN RE THE ESTATE OF
MAGGIE WILLIAMS TURNER, DECEASED

On Appeal from the 276th District Court
Marion County, Texas
Trial Court No. 1500143

Before Morris, C.J., Moseley and Burgess, JJ.
Memorandum Opinion by Justice Moseley

MEMORANDUM OPINION

Markutter McIntosh appeals the trial court's order granting partial summary judgment in favor of Mildred Bonner, Independent Executrix of the Estate of Maggie Williams Turner, deceased, which order declared that McIntosh had no interest in the real property described in the warranty deed at issue. On appeal, McIntosh contends Texas law did not permit Turner to terminate McIntosh's interest in the property. For the reasons below, we affirm the trial court's judgment.

I. Background

According to the summary judgment record, in 2009, Turner hired James Finstrom¹ to assist her in conveying to McIntosh thirteen tracts of real property located in Marion County (the Property). The conveyance was to take place upon Turner's death; however, Turner desired to retain, during her lifetime, all of her then-rights in the Property, including the power to sell the Property without McIntosh's permission. In order to carry out Turner's wishes, Finstrom prepared a warranty deed in which Turner "reserved during her life, 'the full possession, benefit and use' of the Property, 'as well as the rents, issues and profits thereof and the unilateral power of sale of any or all of the [Property] with or without the consent of [McIntosh].'" Turner executed the warranty deed on November 13, 2009, and it was filed of record in Marion County on that same day.

On April 2, 2013, Turner conveyed the Property to Maggie Turner, L.L.C.² "The conveyance [was] made in fee simple." The conveyance was executed by Turner and filed of record on the same day.

In McIntosh's amended petition, she maintained that the warranty deed's "provision that 'reserved a unilateral power of sale of any or all of the property with or without the consent of Grantee, for and during

¹ Finstrom is a licensed attorney.

² The records show that Maggie Turner, L.L.C.'s "Company Agreement" was executed on February 28, 2013, and it consisted of one "Member," Turner.

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the natural life of Maggie Turner' is Null and Void because the provision constitutes an Alienation of Restrain on and or Violates Texas Property Code § 5.041[.]” McIntosh continued by alleging these acts were “done as part of a basically unfair device to achieve an inequitable result[,] to wit[,] divesting [McIntosh] of her property and royalty interest in the deed dated November 13, 2009[.]”

In response to McIntosh’s allegations, Bonner filed a motion for partial summary judgment³ asking the trial court to enter a judgment declaring that McIntosh had no interest in the Property. In her motion, Bonner stated that the 2009 deed was a Lady Bird or Enhanced Life Estate Deed, explaining that such “deed is essentially a transfer of real property to a grantee in which the grantor reserves a life estate and the lifetime power to convey the property and, thus, unilaterally terminate the grantee’s interest.”⁴ In other words,

³ Bonner attached to her motion the following exhibits: (1) order admitting will to probate and issuance of letters testamentary; (2) inventory, appraisal, and list of claims; (3) warranty deed, dated November 13, 2009; (4) Finstrom’s affidavit; (5) McIntosh’s responses to Bonner’s first set of admissions, interrogatories, and production request; (6) affidavit of Mildred Bonner; (7) warranty deed dated April 2, 2013; (8) certificate of formation, limited liability company; and (9) company agreement of Maggie Turner.

⁴ In partial support of her position, Bonner cited Frank, Kary C., *LadyBird Deeds: Purposes and Usefulness*, MICH. B. J. (June 2016). McIntosh emphasizes that Michigan law is inapplicable to this case. Bonner responds that the information contained in the article was meant to be used for the purpose of explaining Lady Bird Deeds or an enhanced life estate and not, as Bonner contends, to be applied to the facts of this case. Regardless of its intended

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“the grantee receives a contingent remainder interest.” Bonner contends that based on the terms of the 2009 deed, Turner exercised the power of sale reserved in her deed by conveying the Property to Maggie Turner, LLC, in 2013. This conveyance terminated McIntosh’s interest in the Property.

McIntosh responded to Bonner’s motion for partial summary judgment by objecting to many of McIntosh’s summary judgment exhibits and citing *Entergy Gulf States, Inc. v. John Summers*, 282 S.W.3d 433 (Tex. 2009).⁵ In her response, McIntosh also argued that

purpose, this Court finds it unnecessary to consider the article when addressing the sole issue we are tasked with deciding.

⁵ The Texas Supreme Court held in *Summers*,

The meaning of a statute is a legal question, which we review de novo to ascertain and give effect to the Legislature’s intent. *F.F.P. Operating Partners., L.P. v. Duenez*, 237 S.W.3d 680, 683 (Tex. 2007). Where text is clear, text is determinative of that intent. *State v. Shumake*, 199 S.W.3d 279, 284 (Tex. 2006) (“[W]hen possible, we discern [legislative intent] from the plain meaning of the words chosen.”); see also *Alex Sheshunoff Mgmt. Servs., L.P. v. Johnson*, 209 S.W.3d 644, 651-52 (Tex. 2006). This general rule applies unless enforcing the plain language of the statute as written would produce absurd results. *Fleming Foods of Tex., Inc. v. Rylander*, 6 S.W.3d 278, 284 (Tex. 1999). Therefore, our practice when construing a statute is to recognize that “the words [the Legislature] chooses should be the surest guide to legislative intent.” *Fitzgerald v. Advanced Spine Fixation Sys., Inc.*, 996 S.W.2d 864, 866 (Tex. 1999). Only when those words are ambiguous do we “resort to rules of construction or extrinsic aids.” *In re Estate of Nash*, 220 S.W.3d 914, 917 (Tex. 2007).

Section 5.041 of the Texas Property Code prevented Turner from retaining the power of sale that could terminate McIntosh's interest in the Property. Section 5.041, entitled "Future Estates," reads, "A person may make an inter vivos conveyance of an estate of freehold or inheritance that commences in the future, in the same manner as by a will." TEX. PROP. CODE ANN. § 5.041 (West 2014).

On May 17, 2017, the trial court entered its order granting Bonner's motion for partial summary judgment, declaring that McIntosh had no interest in the Property. McIntosh timely filed this appeal, continuing to maintain that Texas law did not allow Turner to retain the power of sale that terminated McIntosh's rights to the Property.

II. Discussion

We review de novo the grant or denial of a motion for summary judgment "to determine whether a party's right to prevail is established as a matter of law." *Lamar Corp. v. City of Longview*, 270 S.W.3d 609, 613 (Tex. App.-Texarkana 2008, no pet.). In making the required review, we deem as true all evidence that is favorable to the nonmovant, we indulge every reasonable inference to be drawn from the evidence, and we resolve any doubts in the nonmovant's favor. *Valence Operating Co. v. Dorsett*, 164 S.W.3d 656, 661 (Tex.

Summers, 282 S.W.3d at 437. Here, we find no ambiguity in Section 5.041 of the Texas Property Code as the statute is applied to the sole issue in this case.

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2005). When the trial court does not specify the basis for its ruling, we must affirm a summary judgment if any of the grounds on which judgment is sought are meritorious. *Merriman v. XTO Energy, Inc.*, 407 S.W.3d 244, 248 (Tex. 2013).

To be entitled to traditional summary judgment, a movant must establish that there is no genuine issue of material fact so that the movant is entitled to judgment as a matter of law. TEX. R. CIV. P. 166a(c); *Mann Frankfort Stein & Lipp Advisors, Inc. v. Fielding*, 289 S.W.3d 844, 848 (Tex. 2009). Once the movant produces evidence entitling it to summary judgment, the burden shifts to the nonmovant to present evidence raising a genuine issue of material fact. *Walker v. Harris*, 924 S.W.2d 375, 377 (Tex. 1996). A defendant who conclusively negates a single essential element of a cause of action or conclusively establishes an affirmative defense is entitled to summary judgment on that claim. *Frost Nat'l Bank v. Fernandez*, 315 S.W.3d 494, 508-09 (Tex. 2010).

Despite Bonner's assertion that Turner's conveyance of the Property was improper in the State of Texas, many courts, including the Waco Court of Appeals, have held to the contrary. In 1937, our sister court stated,

The specific issue of law presented in such contention has been before our courts for determination many times. At common law, an estate in remainder, expectant on the death of the grantor, could not be created, but in this state, by virtue of a special statutory

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provision, an estate in land may be created by deed to commence in future. The grantor's death may be designated as the time when the estate is to fall into possession. Upon such death, a complete title, in the sense of a right to present enjoyment of the estate, becomes vested in the grantee, *unless the right to make other disposition of the property has been reserved by the grantor.*

Davis v. Zeanon, 111 S.W.2d 772, 773 (Tex. Civ. App.—Waco 1937, writ ref'd) (citations omitted) (emphasis added); *see York v. Boatman*, 487 S.W.3d 635, 641 (Tex. App.—Texarkana 2016, no pet.) (citing *Davis*, 111 S.W.2d at 773) (conveyance by deed of an estate in realty may be made to commence in the future).

Here, the 2009 deed's wording is unambiguous, stating that Turner sought to retain the right to full possession, benefit, and use of the Property, along with any profits stemming from the Property's use. Likewise, the 2009 deed stated that Turner retained the unilateral power of sale of any or all of the Property, with or without McIntosh's consent. Moreover, Finstrom's affidavit confirmed Turner's intention to retain these rights in the Property. Thus, the record is clear that Turner reserved her rights in the Property (including the right to convey it) thereby eviscerating any rights or interests McIntosh may have had in the Property prior to that time.

We overrule McIntosh's sole point of error.

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III. Conclusion

We affirm the trial court's judgment.

Bailey C. Moseley
Justice

Date Submitted: November 15, 2017

Date Decided: December 8, 2017

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[SEAL]

**Court of Appeals
Sixth Appellate District of Texas**

JUDGMENT

In re The Estate of Maggie Williams Turner, Deceased No. 06-17-00071-CV	Appeal from the 276th Dis- trict Court of Marion County, Texas (Tr. Ct. No. 1500143). Memorandum Opinion deliv- ered by Justice Moseley, Chief Justice Morriss and Justice Burgess participating.
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As stated in the Court's opinion of this date, we find no error in the judgment of the court below. We affirm the judgment of the trial court.

We further order that the appellant pay all costs of this appeal.

RENDERED DECEMBER 8, 2017
BY ORDER OF THE COURT
JOSH R. MORRIS, III
CHIEF JUSTICE

ATTEST:
Debra K. Autrey, Clerk

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Filed 5/17/2017 11:31:54 AM
Susan Anderson
District Clerk,
Marion County, Texas
B. J. Westbrook

CAUSE NO. 1500143

IN RE: THE ESTATE OF	§	IN THE DISTRICT
MAGGIE WILLIAMS	§	COURT OF
TURNER	§	115/276TH JUDICIAL
Deceased	§	DISTRICT
	§	MARION COUNTY,
	§	TEXAS

ORDER GRANTING MOTION FOR
PARTIAL SUMMARY JUDGMENT

After considering Defendant Independent Executrix Mildred Bonner's Motion for Partial Summary Judgment, Plaintiff Markutter McIntosh's Response, Defendant's Reply, the evidence on file, and the arguments of counsel, the Court:

GRANTS the motion for partial summary judgment and declares that Plaintiff Markutter McIntosh has no interest in the real property described in the Warranty Deed filed at Volume 792, Page 389 of the Official Public Records of Marion County, Texas.

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SIGNED on May 17, 2017.

/s/ Robert Rolston

PRESIDING JUDGE

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FILE COPY

RE: Case No. 18-0048

DATE: 3/16/2018

COA #: 06-17-00071-CV

TC#: 1500143

STYLE:

IN RE ESTATE OF TURNER

Today the Supreme Court of Texas denied the petition for review in the above-referenced case.

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OFFICIAL PUBLIC RECORDS VOL. 792

PG 389

File #2716

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.

WARRANTY DEED

STATE OF TEXAS
COUNTY OF MARION

KNOW ALL MEN BY THESE PRESENTS:

That I, Maggie Turner of Jefferson, Marion County, Texas, for and in consideration of Ten Dollars and other valuable consideration, the receipt of which is hereby acknowledged, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto Markutter McIntosh, 3518 Nexus Court Woodbridge, Virginia 22192 of the County of Prince William, Virginia, subject to the reservation below made,

all those certain lots, tracts, or parcels of land situated in Marion County, Texas, and more particularly described as follows:

TRACT ONE

All that certain 148.501 acre tract of land located in the B. B. B. & C. R. R. Survey, A-51, and the William K. Allen Survey, A-12 in Marion County, Texas, being all of a called 75.5 acre tract of land, designated as the First Tract, and all of a called 68 acre tract of land, designated as the Third Tract, conveyed from James Greene, Independent Executor of the Estate of Lillie B. Williams to James Greene, by Warranty Deed dated August 17, 1992 recorded in Volume 546, Page 663, of the Deed Records of Marion County, Texas, said 148.501 acres of land being more particularly described as follows:

BEGINNING: at a 5/8" iron rod set on the Southwesterly line of said Allen Survey, the Southeast corner of said B. B. B. & C. R. R. Survey, the Northeast corner of the Sami F. Moseley Survey, A-296, the Southeast corner of said called 68 acre tract, the most Easterly Northeast corner of a called 514.06 acre tract of land conveyed to Ron Hepler et ux. by Warranty Deed recorded in Volume 684, Page 221, of the Official Public Records of Marion County, Texas, on the Southwesterly line of a called 60 acre tract of land conveyed to Erbie Johnson, by Warranty Deed recorded in Volume 187, Page 340, of said Deed Records and the Southeast corner of this described tract;

THENCE: S 87° 30' 21" W with the South line of said B. B. B. & C. R. R. Survey, same being the North line of said Moseley Survey 1682.21 feet to a 5/8" [390] iron

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rod set for an angle point in same, from a t-post found bears S 89° 37' 29" E 1.57 feet;

THENCE: S 87° 34' 13" W continuing with the South line of said B. B. B. & C. R. R. Survey, same being the North line of said Moseley Survey 760.82 feet to a 1/2" iron rod found for an ell corner of said called 514.06 acre tract and the Southwest corner of said called 68 acre tract;

THENCE: N 00° 48' 54" W with an East line of said called 514.06 acre tract, the East line of a called 101.25 acre tract of land conveyed to Gene R. Lee et ux, by Warranty Deed recorded in Volume 724, Page 788, of said Official Public Records and the West line of said called 68 acre tract, at 179.10 feet passing a 1 1/2" iron pipe found 0.27 feet West and continuing N 00° 48' 54" W for a total distance of 2004.11 feet to a 1/2" iron pipe found for an ell corner of said called 101.25 acre tract and the Northwest corner of said called 68 acre tract:

THENCE: N 89° 02' 33" E with the most Easterly South line of said called 101.25 acre tract, same being the North line of said called 68 acre tract 480.50 feet to a 5/8" iron rod set on the East line of said B. B. B. & C. R. R. Survey, on the Southwesterly line of said Allen Survey, on the Southwesterly line of a called 35 acre tract of land conveyed to Inez W. Reeves, by Deed recorded in Volume 113, Page 634, of said Deed Records and the Northeast corner of said called 68 acre tract, from which a 1/2" iron pipe bears N 89° 02' 33" E 25.49 feet;

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THENCE: S 46° 12' 39" E with the East line of said B. B. B. & C. R. R. Survey, same being the Southwesterly line of said Allen Survey, the Southwesterly line of said called 35 acre tract and the Southwesterly line of a called 50 acre tract of land conveyed to Clyde Jefferson, by Deed recorded in Volume 171, Page 490, of said Deed Records, at 59.59 feet passing a 3/8" iron rod found inside a 2" iron pipe found for the most Southerly corner of said 35 acre tract and the most Westerly corner of said called 50 acre tract and continuing S 46° 12' 39" E for a total distance of 791.71 feet to a 5/8" iron rod set for the most Southerly corner of said called 50 acre tract and the most Westerly corner of said called 75.5 acre tract, from which a 2" iron pipe bears N 40° 21' 49" E 226.23 feet;

THENCE: N 44° 06' 55" E with the Southeasterly line of said called 50 acre tract 3218.73 feet to a 5/8" iron rod set on the West line of Thompson Camp Road, the most Easterly corner of said called 50 acre tract and the Northerly corner of said called 75.5 acre tract;

THENCE: S 47° 02' 54" E with the West line of Thompson Camp Road 1097.15 feet to a 5/8" iron rod set for the Northerly corner of said called 60 acre tract and the Easterly corner of said called 75.5 acre tract, from which a fence corner post bears S 43° 56' 43" W 10.95 feet;

[391] THENCE: S 43° 56' 43" W with the Northwesterly line of said called 60 acre tract, at 11.87 feet passing a 5/8" iron rod set on line for reference and continuing S 43° 56' 43" W for a total distance of

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3234.72 feet to a 5/8" iron rod set on the Southwesterly line of said Allen Survey, the East line of said B. B. B. & C. R. R. Survey, the Southerly corner of said called 75.5 acre tract, the Westerly corner of said called 60 acre tract and on the East line of said called 68 acre tract;

THENCE: S 46° 12' 39" E with the Southwesterly line of said Allen Survey, same being the East line of said B. B. B. & C. R. R. Survey 856.76 feet to the POINT OF BEGINNING, containing 148.501 acres of land, more or less.

TRACT TWO

All that certain 41.162 acre tract of land located in the William K. Allen Survey, A-12 in Marion County, Texas, being all of a called 40 acre tract of land, designated as the Second Tract, conveyed from James Greene, Independent Executor of the Estate of Lillie B. Williams to James Greene, by Warranty Deed dated August 17, 1992, recorded in Volume 546, Page 663, of the Deed Records of Marion County, Texas, said 41.162 acres of land being more particularly described as follows:

COMMENCING: at a 5/8" iron rod set on the Southwesterly line of said Allen Survey, the Southeast corner of the B. B. B. & C. R. R. Survey, A-51, the Northeast corner of the Sami F. Moseley Survey, A-296, the Southeast corner of a called 68 acre tract of land, designated as the Third Tract, conveyed to James Greene, by Warranty Deed recorded in Volume 546, Page 663, on the Southwesterly line of a called 60 acre tract of land

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conveyed to Erbie Johnson, by Warranty Deed recorded in Volume 187, Page 340, both of said Deed Records and the most Easterly Northeast corner of a called 514.06 acre tract of land conveyed to Ron Hepler, by Warranty Deed recorded in Volume 684, Page 221, of the Official Public Records of Marion County, Texas;

THENCE: S 46° 12' 39" E with the Southwesterly line of said Allen Survey, same being the East line of said Moseley Survey to a point for the Southerly corner of said Allen Survey, the Westerly corner of the H. L. Lightfoot Survey, A-256, the Southerly corner of said called 60 acre tract and the Westerly corner of a called 97 acre tract of land conveyed to Felix Lewis, by deed recorded in Volume T-8, Page 338, of said Deed Records;

THENCE: N 44° 13' 29" E with the Southeasterly line of said Allen Survey, same being the Northwesternly line of said Lightfoot Survey 3133.01 feet to a 5/8" iron rod set on the East line of Thompson Camp Road for the POINT OF BEGINNING, the Easterly corner of said called 60 acre tract, the Southerly corner of said called 40 acre tract and the Southerly corner of this described tract;

[392] THENCE: N 39° 49' 29" W with the East line of Thompson Camp Road 858.63 feet to a 5/8" iron rod set for the Southerly corner of a called 50 acre tract of land, designated as the First Tract, conveyed to Jerry B. Anderson, by Quitclaim Deed recorded in Volume 628, Page 94, of the Real Property Records of Marion

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County, Texas and the Westerly corner of said called 40 acre tract;

THENCE: N 44° 06' 42" E with the Southeasterly line of said called 50 acre tract, at 19.97 feet passing a 5/8" iron rod set on line for reference and continuing N 44° 06' 42" E for a total distance of 2041.67 feet to a 5/8" iron rod set on the Southwesterly line of a called 44.114 acre tract of land conveyed to Royce Huitt, by Warranty Deed recorded in Volume 421, Page 694, of said Deed Records, the Easterly corner of said called 50 acre tract and the Northerly corner of said called 40 acre tract, said iron rod being S 46° 53' 36" E 1066.00 feet from a 1" iron rod found for the Northerly corner of said called 50 acre tract;

THENCE: S 46° 53' 36" E with the Southwesterly line of said called 44.114 acre tract 858.24 feet to a 1" iron rod found on the Southeasterly line of said Allen Survey, the Northwesterly line of said Lightfoot Survey, on the Northwesterly line of said called 97 acre tract, the Southerly corner of said called 44.114 acre tract and the Easterly corner of said called 40 acre tract, from which a fence corner post bears N 46° 43' 43" W 67.36 feet;

THENCE: S 44° 13' 29" W with the Southeasterly line of said Allen Survey, same being the Northwesterly line of said Lightfoot Survey 2147.43 feet to the POINT OF BEGINNING, containing 41.162 acres of land, more or less.

TRACT THREE

Two acres, more or less, in the BBB & CRR Survey, A-51, and described in deed dated November 29, 2004, and recorded at Vol. 689, Page 446 et seq, Deed Records of Marion County, Texas.

TRACT FOUR

All that certain lot, tract, or parcel of land being Lot 18 in the Asa Johnson Subdivision of the John Humphreys Survey, A-439, being more particularly described in a deed dated February 26, 1922 recorded at Volume U-1, Page 43 of the Marion County, Texas Official Public Records, containing 45.4 acres of land, more or less.

TRACT FIVE

All that certain lot, tract, or parcel of land being Lots 13 and 25 of the Asa Johnson Subdivision of the John Humphreys Survey, A-439, being more particularly described in a deed dated January 5, 1907 recorded at Volume H-1, [393] Page 218 of the Marion County, Texas Official Public Records, containing 26.38 acres of land, more or less.

TRACT SIX

All that certain lot, tract or parcel of land being Lots 16 and 17 and the North one-half of Lot 21 of the Asa Johnson Subdivision of the John Humphreys Survey, A-439, being more particularly described in a deed

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dated November 8, 1912 recorded at Volume K-1, Page 486 of the Marion County, Texas Official Public Records, containing 64.25 acres of land, more or less.

TRACT SEVEN

All that certain lot, tract or parcel of land being the East part of Block 13 of the Asa Johnson Subdivision of the John Humphreys Survey, A-439, being more particularly described in a deed dated November 29, 2004 recorded at Volume 689, Page 446 of the Marion County, Texas Official Public Records, containing 14.17 acres of land, more or less.

TRACT EIGHT

All that certain lot, tract or parcel of land being 41.162 acres of land, more or less, in the Asa Johnson Subdivision of the John Humphreys Survey, A-439, being more particularly described in a deed dated August 12, 1992, recorded at Volume 546, Page 663 of the Marion County, Texas Official Public Records.

TRACT NINE

All that certain lot, tract or parcel of land being 12.5 acres of land, more or less, in the Asa Johnson Subdivision of the John Humphreys Survey, A-439, being more particularly described in a deed dated August 18, 1900, recorded at Volume B-1, Page 402 of the Marion County, Texas Official Public Records.

TRACT TEN

All that certain lot, tract or parcel of land being a second 12.5 acres of land, more or less in the Asa Johnson Subdivision of the John Humphreys Survey, A-439.

TRACT ELEVEN

All that certain lot, tract or parcel of land being part of Lots 19 and 20 of the Asa Johnson Subdivision of the John Humphreys Survey, A-439.

TRACT TWELVE

All that certain lot, tract or parcel of land described in the deed recorded at Vol. M-1, Page 591, Deed Records of Marion County, Texas.

TRACT THIRTEEN

All that certain, tract or parcel of land being .16 acres in the S. Smith Survey, A-345, Marion County, Texas.

It is the intent of the Grantor to deed to Grantee all real property interests she has in Marion County, Texas, including but not limited to all tracts in the W. K. Allen, B.B.B. & C.R.R., John Humphreys, and Stephen Smith Surveys of Marion County, Texas.

Grantor is reserving life estates for the life of Grantor and Markutter McIntosh for all minerals and mineral interests in and under the tracts in the W.K. Allen and B.B.B. & C.R.R. Surveys, being Tract Nos. One, Two and Three above, which minerals and

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mineral interests shall revert to the owner of the surface estate upon the death of the survivor of Grantor and Markutter McIntosh. Grantor and Markutter McIntosh shall have the full use and enjoyment of the minerals taken from said land during their lifetimes as well as the rents, issues and profits thereof.

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 Marcutter McInstosh, her heirs and legal representatives forever; and I do hereby bind my heirs, executors and administrators to Warrant and Forever Defend all and singular the said premises unto the said Marcutter McIntosh, and her heirs and legal representatives against every person whomsoever lawfully claiming, or to claim the same or any part thereof EXCEPT, however, that the grantor herein reserves, and it is hereby expressly agreed, that she shall have, for Maggie Turner the full possession, benefit and use of the above-described premises, as well as the rents, issues and profits thereof and the unilateral power of sale of any or all of the above properties with or without the consent of Grantee, for and during the natural life of Maggie Turner.

Witness my hand at Jefferson, Texas, this 13th day of November A.D. 2009.

/s/ Maggie Turner
Maggie Turner

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ACKNOWLEDGMENT

THE STATE OF TEXAS
COUNTY OF MARION

BEFORE ME, the undersigned authority, on this day personally appeared Maggie Turner, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13th day of November A.D. 2009.

/s/ Lynette Fisher

Notary Public in and for the
State of Texas

[SEAL] LYNETTE FISHER
Notary Public, State of Texas
My Commission Expires
April 26, 2011

FILED FOR RECORD 17th DAY OF NOVEMBER
A.D. 2009 AT 8:41 A.M.

RECORDED 19th DAY OF NOVEMBER A.D. 2009
FILE # 2716

BY _____ DEPUTY

BETTY SMITH,
COUNTY CLERK
Marion, Texas

[1306 VOL: 858 PG: 23]

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

WARRANTY DEED

THE STATE OF TEXAS §
 § KNOW ALL MEN BY
COUNTY OF HARRISON § THESE PRESENTS:

THAT Maggie Turner L.L.C., (hereinafter referred to as "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid by the Grantee herein, the receipt and sufficiency of which is hereby acknowledged, has granted, sold and conveyed, and by these presents does grant, sell and convey unto Maggie Turner, individually, (herein referred to as "Grantee"), whose address is 950 Marion County Road 3200, Jefferson Texas, all of the following described real property situated in Harrison County, Texas, to wit:

All those thirteen (13) certain lots, tracts or parcels of land situated in Marion County, Texas described in that Warranty Deed recorded at Volume 792, Page 389, et seq. of the Deed Records of Marion County, Texas, and

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further, all of my real property located in Marion County, Texas.

This conveyance is made in fee simple.

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, the Grantee's successor and assigns forever, and Grantor does hereby bind herself, her successor and legal representatives to warrant and forever defend, all and singular the said premises unto the said Grantee, the Grantee's heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

[24] EXECUTED this 2 day of April, 2013.

/s/ Maggie Turner
Maggie Turner

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THE STATE OF TEXAS §
 §
COUNTY OF Harrison §

This instrument was acknowledged before me on
the 2nd day of April, 2013, by Maggie Turner.

 /s/ Jean E. Medlin
 NOTARY PUBLIC, State of Texas
[Notary Stamp] My Commission Expires: 6-18, 2015
 Jean E. Medlin
 Typed or Printed Name of Notary

STATE OF TEXAS COUNTY OF MARION
I hereby certify that this instrument was filed
on the date and time stamped hereon by me and
was duly recorded in the volume and page of the
named records of Marion County, Texas as
stamped hereon by me. OFFICIAL PUBLIC
RECORDS

FILED FOR RECORD

Apr 16,2013 09:48A

VICKIE SMITH,
COUNTY CLERK
MARION COUNTY, TEXAS

Apr 16,2013 09:48A

VICKIE SMITH,
COUNTY CLERK
MARION COUNTY, TEXAS

By:

Kim Wise
DEPUTY

[1307 VOL: 858 PG: 25]

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

WARRANTY DEED

THE STATE OF TEXAS §
 § KNOW ALL MEN BY
COUNTY OF HARRISON § THESE PRESENTS:

THAT Maggie Turner, (hereinafter referred to as "Grantor"), pursuant to the power of sale reserved unto Maggie Turner in that deed recorded at Volume 792, Page 389, et seq. of the Deed Records of Marion County, Texas, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) in hand paid by the Grantee herein, the receipt and sufficiency of which is hereby acknowledged, has granted, sold and conveyed, and by these presents does grant, sell and convey unto Maggie Turner, L.L.C., (herein referred to as "Grantee"), whose address is 950 Marion County Road 3200, Jefferson Texas, all of the following described real property situated in Harrison County, Texas, to wit:

All those thirteen (13) certain lots, tracts or parcels of land situated in Marion County, Texas described in that Warranty Deed recorded at

Volume 792, Page 389, et seq. of the Deed Records of Marion County, Texas, and further, all of my real property located in Marion County, Texas.

This conveyance is made in fee simple.

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, the Grantee's successor and assigns forever, and Grantor does hereby bind herself, her successor and legal representatives to warrant and forever defend, all and singular the said premises unto the said Grantee, the Grantee's heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

[26] EXECUTED this 2 day of April, 2013.

/s/ Maggie Turner
Maggie Turner

App. 30

[illegible]

This instrument was acknowledged before me on the 2nd day of April, 2013, by Maggie Turner.

/s/ Jean E. Medlin
 NOTARY PUBLIC, State of Texas
 My Commission Expires: 6-18, 2015
Jean E. Medlin
 Typed or Printed Name of Notary

STATE OF TEXAS COUNTY OF MARION
I hereby certify that this instrument was filed
on the date and time stamped hereon by me and
was duly recorded in the volume and page of the
named records of Marion County, Texas as
stamped hereon by me. OFFICIAL PUBLIC
RECORDS

FILED FOR RECORD

Apr 16,2013 09:48A

VICKIE SMITH,
COUNTY CLERK
MARION COUNTY, TEXAS

Apr 16,2013 09:48A

By:

VICKIE SMITH,
COUNTY CLERK
MARION COUNTY, TEXAS

Kim Wise
DEPUTY