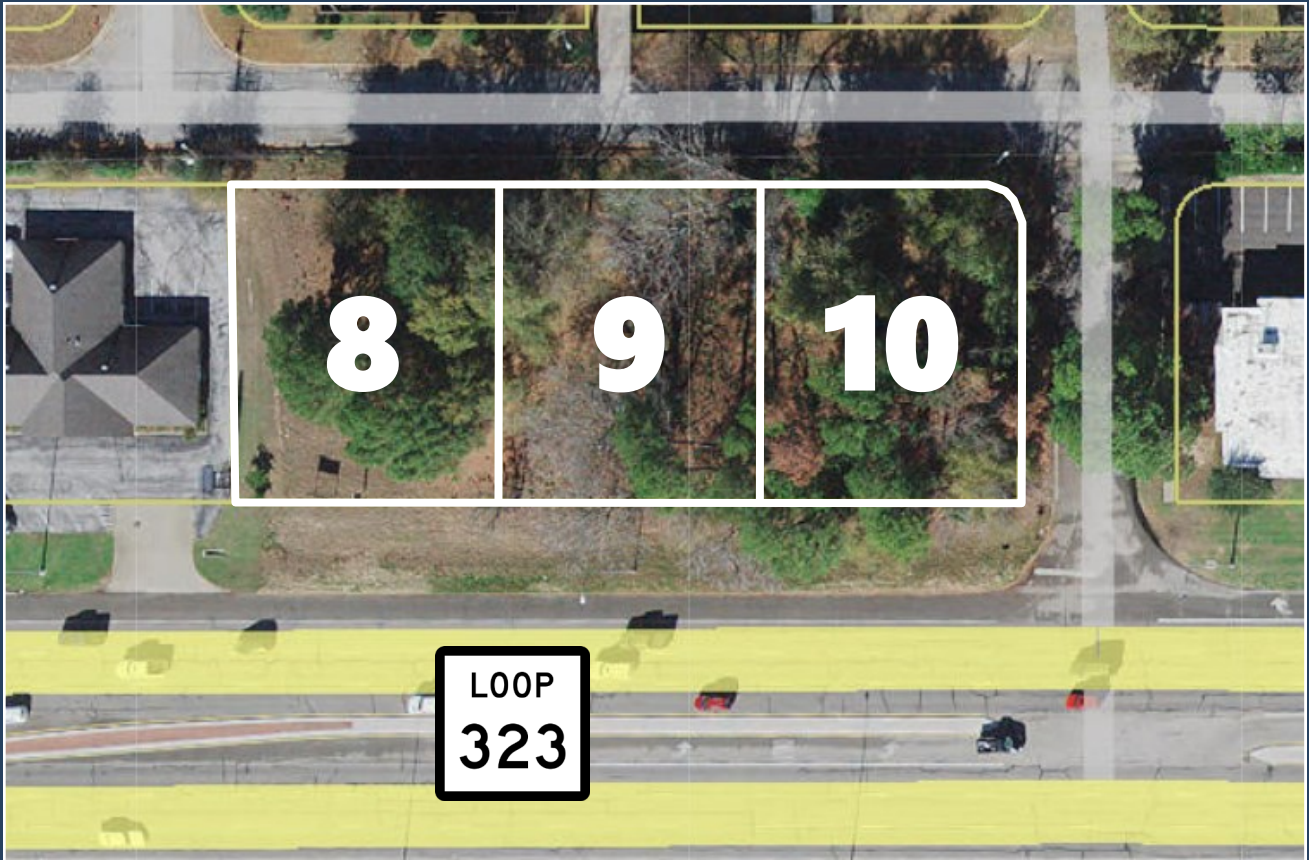


Available

1135, 1187 & 1209 W Southwest Loop 323 | Tyler, Texas 75701



- Three Separate Lots Approximately .275 Acres Each
- Total Approximately .825 Acres/35,937 Sq. Ft.
- Excellent Visibility & Access From Loop 323
- Prime South Tyler Location
- Currently Zoned RPO
- Located Near Banks, Medical, Retail, Dining & Other Professional Businesses
- High Traffic Counts at 37,338 VPD
- Lots 9 & 10 Are Restricted to:
 - Loop Access Only
 - 3,200 SF Buildable Area
 - Architectural & Building Material
 - Signage Restrictions
 - Please Call to Discuss Restrictions in Detail

For Sale \$16.50 Per Square Foot

LANDBRIDGE
COMMERCIAL PROPERTIES

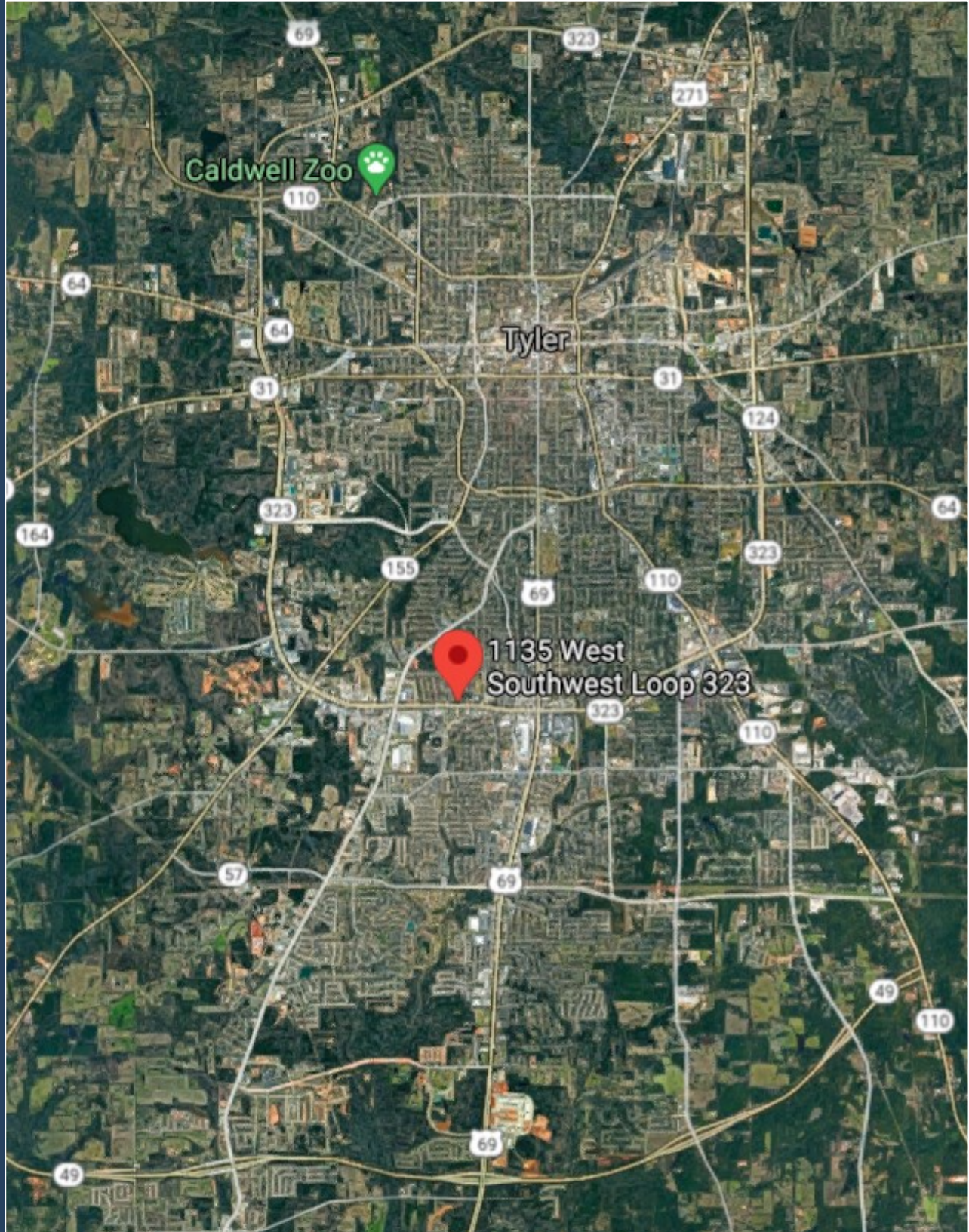
Brokerage | Management | Consulting

Don E. Carroll, Principal
903.561.9527 (O) 903.561.8325 (F)
don@LandbridgeCommercial.com
www.landbridgecommercial.com

The information contained herein was obtained from sources believed to be reliable; however, Landbridge Commercial Properties makes no guarantees, warranties or representations as to completeness or accuracy thereof. The presentations of this property for sale, rent, or exchange is subject to errors, omissions, change of price or conditions of prior sale or lease, or withdrawal without notice.

Available

1135, 1187 & 1209 W Southwest Loop 323 | Tyler, Texas 75701



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

THAT I, HAROLD WILDER, of the County of Smith, State of Texas, for and in consideration of the conveyance by the Grantees herein of Lots 1, 2 and the west half of Lot 3 of Block 1098 of the River Oaks Addition of the City of Tyler as shown by a plat of same recorded in Volume 4, Page 53, of the Plat Records of Smith County, Texas, have granted, sold and conveyed and by these presents do grant, sell and convey unto the said CLAUDE T. HARRIS, JR., R. T. ARCHER, OGDEN HUDNALL, RICHARD HULL and J. A. GLASPIE, Grantees herein, all of the County of Smith and State of Texas, all that certain Lots 9 and 10 of Block 1098 of the River Oaks Addition to the City of Tyler as shown by a Plat of the said addition which is recorded in Volume 4, Page 53, of the Plat Records of Smith County, Texas. This conveyance is made and accepted on the following restrictions, which shall be covenants running with land, to wit:

1. Each of the lots above described shall be restricted to uses authorized under zoning classifications of R-1a or RPO as defined in the Zoning Ordinance of the City of Tyler now in effect.
2. Any building constructed upon any of said lots shall be of single story brick construction with hipped or modified-hipped roofs, covered with wood shingle, slate or tile. Such building shall be constructed as near as practicable to resemble a family residence, and shall contain not more than 3,200 square feet of heated and cooled floor space. Not more than one building may be placed on any one lot, and not more than two separate businesses shall be operated from any one building or lot.
3. Access to each of said lots shall be from Loop 323 only, and all buildings constructed upon such lots shall face Loop 323. Parking shall be upon such lots, or on Loop 323, and not upon Caperton Boulevard.
4. Not more than one sign not exceeding six feet by eight feet and not more than ten feet above lot level may be placed on any one lot, and no lighted signs shall be permitted.

5. No business or activity creating a nuisance, or loud noises or noxious fumes shall be permitted on any of said lots.

6. In the event of construction of a building upon any of said lots, the owner of such lot must construct and complete by the time of occupancy a masonry wall along the full length of the North boundary line of each lot, which wall shall be at least five feet above lot level. The space between such wall and the South curb line of Caperton Boulevard shall be maintained neatly by the owner of such lot.

7. Enforcement of the restrictions contained herein shall be by suit to enjoin the violation thereof, or to recover damages occasioned by the violation thereof. In validity of any one or more of the restrictions contained herein shall not affect or render invalid any other restriction.

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances thereto and any-wise belonging unto the said CLAUDE T. HARRIS, JR., R. T. ARCHER, J. A. GLASPIE, OGDEN HUDNALL and RICHARD A. HULL, equally, and unto their heirs and assigns forever, 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 CLAUDE T. HARRIS, JR., R. T. ARCHER, J. A. GLASPIE, OGDEN HUDNALL and RICHARD A. HULL, their heirs and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS MY HAND at Tyler, Smith County, Texas, this 26th day of September, 1974.

Harold Wilder
HAROLD WILDER

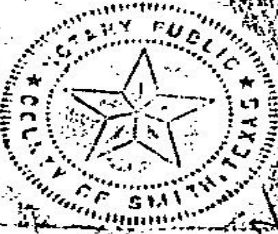
THE STATE OF TEXAS |
COUNTY OF SMITH |

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared HAROLD WILDER, known to me to be the person whose name is 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 26th

day of September, 1974.

Nancy Christy
Notary Public in and for Smith
County, Texas



FILED
ERNEST CHRISTIAN
COUNTY CLERK

OCT 8 8 44 AM '74

SMITH COUNTY, TEXAS

Clara McLaughlin
DEPUTY

FILED AT 8:44 O'CLOCK A M. ON THE 8 DAY OF October 1974
RECORDED AT 2:13 O'CLOCK P M. ON THE 11 DAY OF October 1974
ERNEST CHRISTIAN, COUNTY CLERK, BY Jacqueline McLaughlin DEPUTY

VOL 1658 PAGE 694
The State of Texas,
County of SMITH,

350
Know All Men by These Presents:

9.00

That WE, J. A. GLASPIE and wife, BILLIE GLASPIE; BETTY HULL, Individually and as Independent Executrix of the Estate of Richard Hull; R. T. ARCHER and wife, JO ANNE ARCHER; and OGDEN HUDNALL and wife, JO ANNE HUDNALL,

of the County of — Smith, — State of — Texas, — for and in consideration of the sum of TEN AND NO/100

_____ DOLLARS (\$10.00), and other good and valuable consideration, to - us - paid, and secured to be paid, by WILL A. KNIGHT,

as follows:

and the further consideration of One Hundred Fifty Two Thousand Seven Hundred Seventy-Five and No/100 Dollars (\$152,775.00), cash, paid by The Citizens First National Bank of Tyler, Texas, for the benefit of the Grantee, for which amount said Grantee has this day executed to said Bank a vendor's lien note and to secure the payment of said note a vendor's lien is hereby expressly retained and the superior title existing by virtue of said lien is hereby transferred to said Bank and said note is further secured by Deed of Trust of even date herewith and the Grantors

FILES
ERNEST CHRISTIAN
COUNTY CLERK
JAN 5 3 11 PM '78
SMITH COUNTY, TEXAS
Ernest Christian
CLERK

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said

WILL A. KNIGHT,

of the County of — Smith, — State of — Texas, — all that certain tract of land situated in Smith County, Texas, and more particularly described as follows:

The East 50 feet of Lot 3 and all of Lots 4, 8, 9 and 10 of Block 1098 of the River Oaks Addition Unit 1 to the City of Tyler, Texas, according to the plat of said addition recorded in Volume 4, Page 53 of the Plat Records of Smith County, Texas.

The parties hereto recognize that restrictions were placed on the land covered hereby by seven separate paragraphs numbered from 1 to 7 in a deed from Isadore Roosth et al to Claude T. Harris, Jr. et al, dated December 21, 1973, recorded in Volume 1474, Page 261, Deed Records of Smith County, Texas, and also in a deed from Harold Wilder to Claude T. Harris, Jr. et al, dated September 26, 1974, recorded in Volume 1506, Page 712, Deed Records of Smith County, Texas. The Grantees herein accept this conveyance subject to such restrictions except, however, the Grantors and Grantees specifically agree that Paragraph 6 of the aforesaid restrictions shall be of no force and effect and in lieu thereof the Grantees will comply with the following restrictions to be in lieu of such paragraph 6:

In the event of construction on the land conveyed hereby, the Grantee, his heirs and assigns, will plant green shrubbery along the entire North boundary line of the land conveyed hereby with such shrubbery to be a (continued)

minimum of three feet tall at the time of planting and spaced a minimum of three feet apart and to be planted by the time of completion of any such building on such property and thereafter to be maintained in a good and workmanlike manner.

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 WILL A. KNIGHT, his heirs and assigns forever and — we — do hereby bind ourselves, our heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said WILL A. KNIGHT, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property, premises and improvements, until the above described note, and all interest thereon are fully paid according to its face and tenor, effect and reading, when this deed shall become absolute.

WITNESS our hands at Tyler, Texas, this 3rd day of Jan, 1978.

Notary Public for the State of Texas

RA T. Archer
Jo Anne Archer

J. A. Glaspie
Billie Glaspie
Betty Hull, individually and as Independent Executrix of the Estate of Richard Hull
Ogden Hudrall
Jo Anne Hudrall

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF SMITH,

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared J. A. GLASPIE and wife, BILLIE GLASPIE, 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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 3 day of Jan A. D. 1978.



Notary Public in and for Smith County, Texas

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF SMITH,

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared BETTY HULL, Individually and as Independent Executrix of the Estate of Richard Hull, 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 the 3 day of Jan A. D. 1978.



Notary Public in and for Smith County, Texas

SINGLE ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
T. ARCHER and wife, JO ANNE ARCHER,
known to me to be the person s whose name s are subscribed to the foregoing instrument, and acknowledged to
me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 3 day of Jan. A. D. 1978.

(L. S.)

Annette Harris
Notary Public in and for Smith County, Texas.

848—The Odde Company, Publishers—Dallas

SINGLE ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
ODDEN HUDNALL and wife, JO ANNE HUDNALL,
known to me to be the persons whose name s are subscribed to the foregoing instrument, and acknowledged to
me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 3 day of Jan. A. D. 1978.

(L. S.)

Annette Harris
Notary Public in and for Smith County, Texas.

848—The Odde Company, Publishers—Dallas

| | | | | | | | | | |
|---|----|------------------|------------------------------|--------------|----------|---------------------|----------------|------------------|---|
| 150 Warranty Deed (WITH VENDOR'S LIEN) FROM | TO | FILED FOR RECORD | This day of _____ A. D. 19__ | County Clerk | RECORDED | A. D. 19__ | County Records | Recording Fee \$ | This instrument should be filed immediately with the County Clerk for Record. |
| | | | at _____ o'clock _____ M. | Deputy | | _____ on Page _____ | County Clerk | | |
| <p><i>Walter Wright</i> <i>87508</i> <i>Zylva Davis 75710</i></p> <p>THE ODEE COMPANY, PUBLISHERS, DALLAS</p> | | | | | | | | | |

FILED AT 3:11 O'CLOCK P M. ON THE 5th DAY OF January 1978
RECORDED AT 9:55 O'CLOCK P M. ON THE 10th DAY OF January 1978
ERNEST CHRISTIAN, COUNTY CLERK, BY Pat Speake DEPUTY



Information About Brokerage Services

11-2-2015

Texas law requires all real estate license holders to give the following information about brokerage services to prospective buyers, tenants, sellers and landlords.

TYPES OF REAL ESTATE LICENSE HOLDERS:

- A **BROKER** is responsible for all brokerage activities, including acts performed by sales agents sponsored by the broker.
- A **SALES AGENT** must be sponsored by a broker and works with clients on behalf of the broker.

A BROKER'S MINIMUM DUTIES REQUIRED BY LAW (A client is the person or party that the broker represents):

- Put the interests of the client above all others, including the broker's own interests;
- Inform the client of any material information about the property or transaction received by the broker;
- Answer the client's questions and present any offer to or counter-offer from the client; and
- Treat all parties to a real estate transaction honestly and fairly.

A LICENSE HOLDER CAN REPRESENT A PARTY IN A REAL ESTATE TRANSACTION:

AS AGENT FOR OWNER (SELLER/LANDLORD): The broker becomes the property owner's agent through an agreement with the owner, usually in a written listing to sell or property management agreement. An owner's agent must perform the broker's minimum duties above and must inform the owner of any material information about the property or transaction known by the agent, including information disclosed to the agent or subagent by the buyer or buyer's agent.

AS AGENT FOR BUYER/TENANT: The broker becomes the buyer/tenant's agent by agreeing to represent the buyer, usually through a written representation agreement. A buyer's agent must perform the broker's minimum duties above and must inform the buyer of any material information about the property or transaction known by the agent, including information disclosed to the agent by the seller or seller's agent.

AS AGENT FOR BOTH - INTERMEDIARY: To act as an intermediary between the parties the broker must first obtain the written agreement of *each party* to the transaction. The written agreement must state who will pay the broker and, in conspicuous bold or underlined print, set forth the broker's obligations as an intermediary. A broker who acts as an intermediary:

- Must treat all parties to the transaction impartially and fairly;
- May, with the parties' written consent, appoint a different license holder associated with the broker to each party (owner and buyer) to communicate with, provide opinions and advice to, and carry out the instructions of each party to the transaction.
- Must not, unless specifically authorized in writing to do so by the party, disclose:
 - that the owner will accept a price less than the written asking price;
 - that the buyer/tenant will pay a price greater than the price submitted in a written offer; and
 - any confidential information or any other information that a party specifically instructs the broker in writing not to disclose, unless required to do so by law.

AS SUBAGENT: A license holder acts as a subagent when aiding a buyer in a transaction without an agreement to represent the buyer. A subagent can assist the buyer but does not represent the buyer and must place the interests of the owner first.

TO AVOID DISPUTES, ALL AGREEMENTS BETWEEN YOU AND A BROKER SHOULD BE IN WRITING AND CLEARLY ESTABLISH:

- The broker's duties and responsibilities to you, and your obligations under the representation agreement.
- Who will pay the broker for services provided to you, when payment will be made and how the payment will be calculated.

LICENSE HOLDER CONTACT INFORMATION: This notice is being provided for information purposes. It does not create an obligation for you to use the broker's services. Please acknowledge receipt of this notice below and retain a copy for your records.

Landbridge Commercial Properties

Licensed Broker/Broker Firm Name or Primary Assumed Business Name

591713

License No.

info@landbridgecommercial.com

Email

(903) 561-9527

Phone

Brian Burks

Designated Broker of Firm

400070

License No.

brian@landbridgecommercial.com

Email

(903) 561-9527

Phone

Licensed Supervisor of Sales Agent/ Associate

License No.

Email

Phone

Don Carroll

Sales Agent/Associate's Name

426883

License No.

don@landbridgecommercial.com

Email

(903) 561-9527

Phone

Buyer/Tenant/Seller/Landlord Initials

Date

Regulated by the Texas Real Estate Commission

Information available at www.trec.texas.gov

TAR 2501

IABS 1-0

Landbridge Commercial Properties 4614 DC Drive, Suite 2A Tyler, TX 75701

Phone: 903.561.9527

Fax: 903.561.8325

Information Ab

Brian Burks

Produced with zipForm® by zipLogix 18070 Fifteen Mile Road, Fraser, Michigan 48026 www.ziplogix.com