



TITLE INSURANCE • ESCROWS • LOAN CLOSING • ABSTRACTS

Spring Valley Realty Co., Inc.,
By James A. Cuiberson, Pres., and
Charlotte S. Cuiberson, Secy.,
(CORPORATE SEAL), and
Union National Bank of Little Rock,
By M. O. Wesson, Jr., Vice Pres.,
and Harry A. Mooney, Asst. Vice Pres.
(CORPORATE SEAL), and OTHERS,

To

The Public.

INSTRUMENT (AMENDMENT TO
(BILL OF ASSURANCE.
DATE December 1, 1967.
FILED July 10, 1968, @ 1:10 P.M.
RECORD BOOK 1040, PAGE 299.

The undersigned, owners of the following described lands in Spring Valley Manor Sub-division, a Sub-division of part of the Southwest Quarter (SW $\frac{1}{4}$) of Section 7, Township 1 North, Range 13 West, Pulaski County, Arkansas, to-wit:

LOTS 5, 7, 8, 9, 11, 12, 13, 14, 18, 21, 23, 25, 26, 27, 28,
29, 30, 34, 41, 42, 43, 45, 46, 47, 48, 49, 50, 51, 53, 54, 60,
62, 64, 65, 66, 67 and 69.

desiring to amend that certain Bill of Assurance for said SPRING VALLEY MANOR SUB-DIVISION, dated March 26, 1962, filed for record on April 13, 1962, and appearing of record at Deed Record Book 793, at page 317, in the office of the Circuit Clerk and Ex Officio Recorder for Pulaski County, Arkansas, and being owners of more than 50% of the area of the lands embraced in said Sub-division as required by Section 9 of the said Bill of Assurance for the purpose of amendment, hereby amends Section 9 of the said Bill of Assurance to read as follows:

"9. Each and all of the restrictions set forth herein shall be binding as covenants on present and future owners, their heirs, successors, and assigns, shall run with the land, and may be enforced by any person or corporation owning land in the said Addition, but no person or corporation shall be liable for breaches committed except during his or their ownership. Subject to the prior written approval of the Pulaski County Planning Board, or other appropriate Board or Commission, any and all of the covenants set forth in this instrument may be amended, modified, extended, changed, or cancelled in whole or in part by a written instrument signed and acknowledged by the

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Amendment to B/A;
1040/299.

owner or owners of 80% or more of area of the land hereinbefore described and the provisions of such instrument so approved and executed shall be binding beginning with and after the date it is fully filed for record in Pulaski County, Arkansas.

The covenants, restrictions, and provisions of this instrument shall be and remain in full force and effect until December 31, 1999, and shall be automatically extended for successive periods of ten years each on and after January 1, 2000, unless and until amended or cancelled as authorized hereinbefore.

Invalidation of any restriction set forth herein or any part thereof by an order, judgment, or decree of any Court or otherwise shall not invalidate or affect any of the other restrictions or any part thereof as set forth herein but they shall remain in full force and effect."

AND WHEREAS, Union National Bank of Little Rock holds one or more mortgages on all or a part of the said lands subject to the within Bill of Assurance;

NOW, THEREFORE, in consideration of the premises and the sum of \$10. cash in hand paid to Union National Bank of Little Rock, receipt acknowledged by Union National Bank of Little Rock by its Vice President and Assistant Vice President hereby joins in this Bill of Assurance for the purposes hereinabove stated.

ACKNOWLEDGED March 19, 1968, before Louise M. Heatley, a M.P. of Pulaski County, Arkansas, in regular form, by said officers of Spring Valley Realty Co., Inc.

ACKNOWLEDGED March 18, 1968, before Shirley S. Dixon, a M.P. of Pulaski County, Arkansas, in regular form, by said officers of Union National Bank of Little Rock.