
NOT RESPONSIBLE
FOR ANY ABSTRACT WITHOUT
CERTIFICATE, SIGNATURE
AND SEAL.

LOAN NO.
41A-8210

169

THE STATE OF TEXAS,

To The Heirs of

JOSHUA N. ELLIS, DEC'D.

This Patent recites that it was issued by virtue of Peters Colony Certificate No. 36, issued on the 15th day of April, A.D. 1850. This Patent is No. 936, Vol. 11, dated 17th day of January, 1855.

Attested by the Great Seal of the State of Texas, and the seal of the General Land Office.

Filed 15th day of December, 1877, and recorded in Book J, page 9, in the office of County Clerk of Tarrant County, Texas. Originally filed for record July 1, 1870, and recorded in Book L, page 262.

The following are the field notes as described therein.

640 acres of land, situated and described as follows: In Robertson District, Tarrant County, Texas, about 7-1/2 miles S. 60 deg. West from Birdville.

Beginning at stone mound in prairie, 3000 varas South and 530 varas East of Wm. Warnell's south west corner;

Thence West 1900 varas a stone mound in prairie;

Thence South 1900 varas to a stone mound in prairie;

Thence East 1900 varas to a stone mound in prairie;

Thence North 1900 varas to the place of beginning.

Note: This survey embraces the property in question.

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Grantor: E.S.Ellis

Grantee: J.F.Ellis.

Quit Claim Deed, dated August 14,1865,filed February 1,1870,and recorded in Book L,page 262,in the office of the County Clerk of Tarrant County,Texas,Records of deeds, prior to the destruction of said records by fire on March 29,1876.

Consideration: \$300.

Nothing is shown affirmatively by abstract books as to the certificate of acknowledgement.

Description and Remarks.

One sixth interest in the J.N.Ellis 640 acre survey in Tarrant County,Texas.

Note: This ontry is taken from the Hanna & Hogsett and the Gause and Phillips Abstracts, compiled from the records of Tarrant County,prior to the destruction of said records by fire on March 29,1876. This deed has not been re-recorded.

Grantor: E.S.Ellis

Grantee: J.F.Ellis

Deed, dated August 14, 1865, filed July 1, 1870, and recorded in Book L, page 266, in the office of the County Clerk of Tarrant County, Texas, Records of deeds, prior to the destruction of said records by fire on March 29, 1876.

Consideration: Not given on abstract books.

Nothing shown by abstract books as to the certificate of acknowledgement.

Description and Remarks.

106-2/3 acres of the J.N.Ellis 640 acre survey in Tarrant County, Texas.

Note: This entry is taken from the Gause and Phillips abstract, compiled from the records of Tarrant County, Texas, prior to the destruction of said records by fire on March 29, 1876. This is probably the same instrument set out on next preceding page of abstract; said instrument has not been re-recorded.

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Grantor: M.G.Ellis

Grantee: J.F.Ellis.

Deed, dated August 31,1866,filed December 15,1877,and recorded in Book J,page 10,in the office of the County Clerk of Tarrant County,Texas,Records of deeds. Originally filed July 1,1870 and recorded in Book L,page 263.

Consideration: \$300 paid. (U.S.Revenue stamp 50 cts.)

Acknowledgement is in compliance with the statutes.

Acknowledged by M.G.Ellis, on August 31,1866,before G.Nance,Clerk County Court,Tarrant County,Texas. (seal)

Description and Remarks.

Do grant, bargain,sell,release and convey unto the said J.F.Ellis his heirs and assigns forever, the following property,to-wit: One sixth part of 640 acres of land in Tarrant County,about 1-1/2 miles South of Fort Worth, surveyed in the name of J.N.Ellis,it being all of my interest as an heir at law of said J.N.Ellis,deceased, hereby relinquishing to him,the said J.F.Ellis, all my right, title, interest and claim in and to the above described land, heretofore vested in me as a legal heir of said J.N.Ellis, deceased.

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Grantor: Juriah Ellis.

Grantee: J.F.Ellis

Deed, dated August 31, 1866, filed December 15, 1877, and recorded in Book J, page 11, in the office of the County Clerk of Tarrant County, Texas, Records of deeds. Originally filed July 1, 1870 and recorded in Book L, page 262.

Consideration: \$300 paid. (U.S.Int.Rev.Stamps, 50%)

Acknowledgement is in compliance with the statutes

Acknowledged by Miss Juriah Ellis, in form for single woman.

Acknowledgement taken by G.Nance, Clerk County Court, Tarrant County, Texas, August 31, 1866. (seal)

Description and Remarks.

Conveys same land described in deed recorded in Book J, page 10, Deed Records of Tarrant County, Texas, (shown on next preceding page of this abstract.)

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J.F.Ellis,) In District Court of Tarrant County, Texas.
 vs No.603) Spring Term, 1867. Recorded in Book No.2,
 J.M.Ellis, et.al.) page 529, of the Minutes of the District
) Court, in the office of the District Clerk
) of Tarrant County, Texas, prior to the de-
) struction of said records by fire on
) March 29, 1876.

	1900	vrs	
1			2
9			
0			6
0	vrs 3		3
	J. N. Ellis	Survey	3- 1/3 vrs
			4

The foregoing entry and plat are taken from the Hanna & Hogsett Abstract, compiled from the records of Tarrant County, prior to the destruction of said records by fire on March 29, 1876.

The State of Texas,)
County of Tarrant.) Before me, Thomas P.Martin, a Notary public
in and for the aforesaid County and State, on this day personally
appeared James F.Ellis, a resident citizen of Fort Worth, in said
County and State, to me well known, who having been by me first
duly sworn on his oath deposes and says:

That he is the son of Joshua N.Ellis, formerly of said County
now deceased, and the brother of J.M.Ellis, formerly of said
County, now deceased; that after the death of said J. N. Ellis,
there was issued to latter's heirs by the State of Texas, one
certain third class land scrip or certificate numbered 36, issued
in the name of Joshua N.Ellis for 640 acres of land, which said
certificate was located and surveyed about one half mile South
of the present corporate limits of the City of Fort Worth, in
said Tarrant County, and Patent No.936, Vol.11, was therefore
issued to the heirs of said Joshua N.Ellis, deceased. Said Patent
dated on to-wit: January 17, 1855. That afterwards in a certain
suit for partition by and between the heirs of said Joshua N.
Ellis and other owners of said survey, the middle one third of
the East one half of said survey was set apart to and vested in
Joshua M.Ellis, now deceased. That said Joshua M.Ellis died un-
married, having never been married, leaving surviving him as his
only and sole heirs at law, his brothers James F.Ellis (the de-
ponent) E.Smith Ellis, M.G.Ellis, and his sister Juriah Ellis,
and the heirs of his deceased sister, Huldah A.Wetmore (nee Ellis)
who was the wife of L.Wetmore. That said E.Smith Ellis, departed
this life on or about the year 1881 or 1882 leaving surviving
him, his wife, Julia A.Ellis and twelve children to-wit: J.N.
Ellis, W.M.R.Ellis, Cyrene M.Baze (wife of W.T.Baze) E.L.Ellis,
Mary J.Ellis, John Ellis, Julia Ellis, Frank Ellis, Smith Ellis,
Jasper Ellis, Merida Ellis and Joseph Ellis, they being his sole
heirs at law. That said Huldah A.Wetmore (nee Ellis) departed
this life on or about the year 1859 or 1860, leaving surviving
her, her sole heirs at law, to-wit: Louisa W.Haywood (nee
Wetmore,) wife of Earnest Haywood, Augusta E.McKee, (nee Wetmore)
wife of K.C.McKee and Hulda Wetmore.

Jas.F.Ellis.

Subscribed and sworn to on July 22, 1887, before Thomas P.Martin,
Notary public, Tarrant County, Texas. (seal)
Filed for record July 30, 1887, and recorded in Book 49, page 300
in the office of the County Clerk of Tarrant County, Texas, Re-
cords of deeds.

State of Texas,)
 County of Tarrant.) Before me, J.P. and ex officio a Notary public
 in and for the County of Tarrant, State of Texas, on this day personally appeared Merida G. Ellis, well known to me to be a most reputable citizen of Tarrant County, Texas, who being by me duly sworn, makes oath and says that he is the son of J.N. Ellis, dec'd to whom 640 acres of land was granted by the State of Texas, in Tarrant County; that the name of the wife of said J.N. Ellis was Etna Ellis; that the said J.N. Ellis died in the year 1847, and the said Etna Ellis, wife of J.N. Ellis, and mother of affiant, died in the year 1847. That the said J.N. Ellis and wife both died intestate, leaving surviving them as their only children and heirs at law, E.S. Ellis, Hulda M. Ellis, who intermarried with Louis Wetmore J.F. Ellis, Elizabeth Ellis, J.M. Ellis, Juriah Ellis, who intermarried with W.E. Sawyer, and M.G. Ellis, the affiant; that Hulda M. Wetmore died in the year ---- leaving as her only children Elizabeth Wetmore, who intermarried with K.C. McKee; Louisa C. Wetmore who intermarried with Ernest Haywood, and Hulda A. Wetmore who intermarried with Noah Whiteside; that Elizabeth Ellis died intestate in the year ---- unmarried and without issue, having never been married; that the said 640 acres of land after the death of the father and mother of affiant, and after the death of Elizabeth Ellis, was partitioned between J.F. Ellis, J.M. Ellis and Hulda M. Wetmore, in the District Court of Tarrant County, Texas; that said decree was destroyed by fire in the year 1876, in the burning of the Tarrant County Court House, and that said Juriah Ellis was unmarried at date of her deed to said J.F. Ellis.

M.G. Ellis.

Sworn to and subscribed before me, this the 18th day of May, 1889.

C.B. Reynolds,

(seal) J.P. and ex officio Notary public, Tarrant Co., Texas.

Note: The Records in the County Clerk's office show that J.F. Ellis has appropriated $\frac{4}{6}$ of said land, consisting of W. $\frac{1}{2}$ of said survey, and the N. $\frac{1}{3}$ of the E. $\frac{1}{2}$ of said survey, he being entitled to said $\frac{4}{6}$ by inheritance of $\frac{1}{6}$ and the purchase of $\frac{3}{6}$ from M.G. Ellis, E.S. Ellis, and Juriah Ellis; that the middle $\frac{1}{3}$ of the E. $\frac{1}{2}$ of said survey has been appropriated by the heirs of J.M. Ellis, and the S. $\frac{1}{3}$ of said E. $\frac{1}{2}$ has been appropriated by Hulda M. Wetmore and heirs.

The above affidavit is copied from the original on file in this office.

The State of Texas,)
 County of Tarrant.) Before me, R.H.Orr, a Notary public in and
 for said County and State, personally appeared J.F.Ellis, who
 being duly sworn doth depose and say that he was well acquainted
 with J.N.Ellis and his wife Artemesia Ellis; That said J.N.Ellis
 died on about the --- day of May, A.D.1847, and said Artemesia
 Ellis died on or about the --- day of December A.D.1847; That there
 was patented to the heirs of said J.N.Ellis 640 acres of land, the
 J.N.Ellis survey in Tarrant County, Texas, about one half mile
 south of the present corporate limits of the City of Fort Worth.
 That the heirs to whom the said Patent was issued are not named in
 it, but were, J.F.Ellis, E.S.Ellis, M.G.Ellis, Huldah A.Wetmore,
 J.M.Ellis and Juriah Ellis and that they were all children of said
 J.N.and Artemesia Ellis, and the said J.N.and Artemesia Ellis
 left no other child or children or descendant or descendants of
 any other child or children surviving them at the time of their
 death, except Elizabeth Ellis, a daughter, who dies at the age of
 about 14 years, without leaving any issue and having never been
 married, and that no other person or persons had any interest in
 the land above mentioned.

J.F.Ellis.

Sworn to and subscribed before me, this day and I hereby certify
 that J.F.Ellis, are trustworthy and reliable witnesses, whose
 evidence would be taken in any of the Courts in this County and
 given full faith and credence.

Witness my hand and seal of office at Fort Worth, Texas, this
 11th day of June, A.D.1890.

(seal) R.H.Orr, Notary public, Tarrant County, Texas.

Filed for record June 14, 1890, and recorded in Book 66, page 271, in
 the office of the County Clerk of Tarrant County, Texas, Records
 of deeds.

The State of Texas,)
 County of Tarrant.) Before me, R.H.Orr, a Notary public in and
 for Tarrant County, Texas, personally appeared J.F.Ellis, who being
 duly sworn states that he was well acquainted with E.S.Ellis, in
 his life time, that on or about the 14th day of August A.D.1865,
 the said E.S.Ellis sold his interest in the J.N.Ellis survey of
 land, south of and near Fort Worth, to his brother, J.F.Ellis for
 the sum of \$300. That his interest in said survey was equal to
 106-2/3 acres and inherited from his father, J.N.Ellis, deceased,
 as shown by affidavit of J.F.Ellis; affiant also states that all
 of the purchase money, \$300 was paid by J.F.Ellis to E.S.Ellis at
 the date of said purchase; that said E.S.Ellis, made, executed and
 delivered to J.F.Ellis at that date, a good and sufficient deed
 of conveyance to said lands, which was properly acknowledged which
 deed is now lost, destroyed or mislaid, the record thereof destroyed
 by fire. That said deed existed as a genuine instrument and this
 fact is known to affiant by having seen the same. That said J.F.
 Ellis took possession of said land, sold the same and that he and
 his vendees have since the date of said purchase had peaceable and
 undisturbed control and possession of the same and that said E.S
 Ellis never lived on said land or claimed the same as his home-
 stead or any part of a homestead.

J.F.Ellis.

Sworn to and subscribed before me and I do hereby certify that
J.F.Ellis and ---- are trustworthy and reliable witnesses, whose
evidence would be given full weight and credit in any of the Courts
of this County.

Witness my hand and seal of office at Fort Worth, Texas, this
11th day of June, A.D.1890.

(seal) R.H.Orr, Notary Public, Tarrant County, Texas.

Filed for record June 14, 1890, and recorded in Book 73, page 194
in the office of the County Clerk of Tarrant County, Texas, Re-
cords of deeds.

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The State of Texas,)
County of Tarrant.) Before me, R.H.Orr, a Notary public in and
for said County and State, personally appeared J.F.Ellis and G.
Nance, who being duly sworn, do depose and say that within the know-
ledge of affiants, said J.F.Ellis, about the year, A.D. 1867, or be-
fore instituted a suit in the District Court of Tarrant County,
Texas, against J.M.Ellis, his brother, and Lou C.Wetmore, Auguste
E.Wetmore and Huldah A.Wetmore, the only surviving children of Mrs.
Huldah A.Wetmore (nee Ellis) deceased, who was a sister of said
J.F.Ellis to partition amongst the plaintiff and defendants 640
acres of land, the J.N.Ellis survey in Tarrant County, Texas, about
1/2 mile South of the present corporate limits of the City of
Fort Worth. That commissioners were appointed by the Court to
make partition of said lands amongst the parties which they did
and made their report thereof to said Court and at the Spring
Term of said Court or thereabouts the said Court rendered a decree
of partition upon the same. That by the report of partition by said
Commissioners and the decree rendered thereon by the Court, the
West half of said survey 320 acres, and the North third of the East
half, 106-2/3 acres were allotted to affiant, J.N.Ellis, the middle
third of the east half of said survey was allotted to J.M.Ellis,
being 106-2/3 acres, and the south one third of the east half of
said section, 106-2/3 acres was allotted to said Lou C.Wetmore,
Augusta E.Wetmore and Huldah A.Wetmore jointly.

Affiants state that this plat shows partition of said J.N.
Ellis survey as the same was made by the Court in the aforesaid
suit.

The affiant J.F.Ellis, also further states that J.M.Ellis,
his brother, to whom the 106-2/3 acres of land above was allotted
went from Texas to Louisiana and there died in about the year A.D
1867, that he was never married and his brothers and sisters in-
herited his estate.

That Wm.M.Robinson returned to Texas after the death of said
J.M.Ellis and represented that said J.M.Ellis owed him a debt in
his life time and had sold him his, J.M.Ellis, interest in the J.N
Ellis survey, but had made no deed to him, and requested that his
heirs make a deed to his wife, Mrs. Ann Robinson to said land and
that said J.F.Ellis, Juriah Ellis and M.G.Ellis thereupon made,
executed and delivered to said Wm.M.Robinson, deeds of conveyance
in his wife's names to their interest in said lands inherited from
their said brother, J.M.Ellis.

J.F.Ellis,
G.Nance.

(continued)

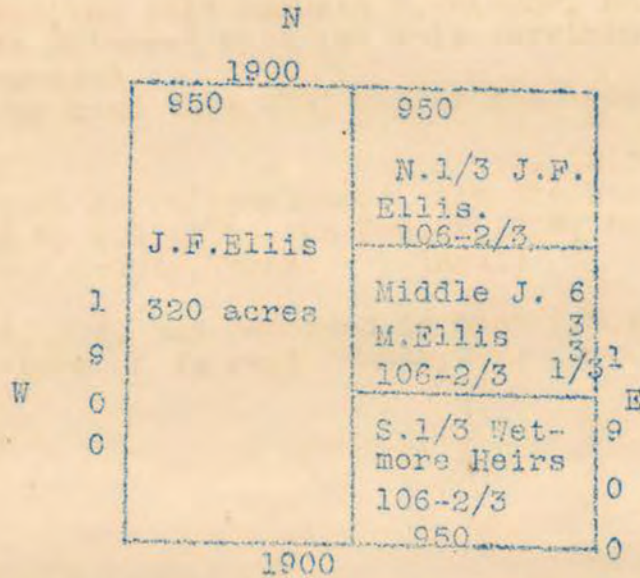
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Sworn to and subscribed before me and I hereby certify that J.F. Ellis and G.Nance are trustworthy and reliable witnesses whose evidence would be given full weight in any of the Courts of this County.

Witness my hand and seal of office this 11th day of June, A.D. 1890 at Fort Worth, Texas.

(seal)

R.H.Orr, Notary public, Tarrant County, Texas.



Filed for record June 14, 1890, and recorded in Book 66 page 272, in the office of the County Clerk of Tarrant County, Texas, Records of deeds.

State of Texas,)
County of Tarrant.) Before me, the undersigned authority on this day personally appeared M.G.Ellis, of the City of Fort Worth, Tarrant County, Texas, who being by me first duly sworn, deposes and says:

That he is the son of J.N. and Artemesia Ellis; that the heirs of J.N.Ellis, to whom was patented 640 acres of land in Tarrant County, Texas, the J.N.Ellis survey, were himself, J.F.Ellis, E.S.Ellis, Huldah A.Wetmore, J.M.Ellis, and Juriah Ellis, and that they were all the heirs and all the children of said J.N. and Artemesia Ellis, except Elizabeth Ellis, who died at the age of fourteen, never having been married; that said Huldah A.Wetmore left three children, Lou C.Wetmore, Augusta E. Wetmore, and Huldah A.Wetmore, and no others surviving her; that said Lou C.Wetmore married Ernest Haywood; that during the months of March, and April, 1885, the said Augusta E.Wetmore, Huldah A.Wetmore, and Lou C. Haywood, (nee Wetmore) were the sole surviving heirs of Huldah A.Wetmore, then deceased.

Witness my hand this 22nd day of Dec.1904.

M.G.Ellis

Acknowledgement is in compliance with the statutes
Acknowledged by M.G.Ellis, on Dec.22, 1904, before W.B.Paddock, Notary public, Tarrant County, Texas. (seal)

Filed May 24, 1906, and recorded in Book 222, page 579, in the office of the County Clerk of Tarrant County, Texas, Records of deeds.

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Grantor: James F. Ellis (signed) J.F. Ellis

Grantee: Thomas Leach

Deed, dated June 28, 1870, filed Dec. 15, 1877, and recorded in Book J, page 12 in the office of the County Clerk of Tarrant County, Texas, Records of deeds.

Consideration: \$960; \$539 cash, and one note for \$421 due six months after date, bearing interest at 10% from date.

The State of Texas,)
County of Tarrant.) Before the undersigned authority personally appeared James F. Ellis, who is to me well known, and acknowledged that he signed, executed and delivered the foregoing deed for the purposes and considerations therein specified.

Witness my official seal and signature at my office in the Town of Fort Worth, this 28th day of June, A.D. 1870.
(seal) Dan Parker, Clk. D.C.T.C.

Description and Remarks

Do grant, bargain, sell and release unto the said Thomas Leach, all that tract or parcel of land, to-wit: 320 acres, situated and described as follows: the west half of a 640 acre survey in Tarrant County, about 7-1/2 miles S. 58 deg. W. from Birdville, secured to J.N. Ellis, by letters Patent No. 936, Vol. 11, dated Jan. 7, 1855, said 320 acres hereby conveyed more particularly described as follows: Beginning at S.W. corner of said 640 acre survey at a mound of stone in prairie, 5000 vrs. S. and 520 vrs. E. of Wm. W. Warrells S.W. corner; thence E. 950 vrs. a stone on E. line of said 640 acre survey; thence N. 1900 vrs. a rock on N. line of said original survey; thence W. with said N. line 950 vrs. the N.W. corner of said 640 acre survey; thence with the west line 1900 vrs. to beginning.

To have and to hold all and singular the premises above mentioned unto the said Thomas Leach, his heirs and assigns forever, *****

Originally filed June 29, ~~1870~~, 1870 and recorded in Book L, page 255, in the office of the County Clerk of Tarrant County, Texas, Records of deeds.

Grantor: J.F.Ellis

Grantee: Thomas Leach

Release, dated July 5, 1883, filed July 7, 1883 and recorded in Book 29, page 589 in the office of the County Clerk of Tarrant County, Texas, Records of deeds.

Consideration: "Whereas on June 2, 1871, the said Thos. Leach, did pay off and discharge the said note in full with all interest thereon."

Acknowledgement is in compliance with the statutes
Acknowledged by grantor on July 5, 1883 before George Mulkey, Notary public, Tarrant County, Texas. (seal)

Description and Remarks

Refers to deed recorded in Book J, page 12, (shown on page 14 here- of) and to one note for \$421, secured by vendors lien retained there- in, and recites: I hereby acknowledge full payment of the said note herein mentioned, and all interest thereon and hereby fully and en- tirely release and discharge the vendors lien retained upon said land herein described to secure the eventual payment of the said note and interest. (Said land is same as described in said deed.)

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Grantor: James F. Ellis

Grantee: Thomas Leach

General warranty deed, dated February 12, 1887, filed April 2, 1887, and recorded in Book 46, page 382, in the office of the County Clerk of Tarrant County, Texas, Records of deeds.

Consideration: \$1 paid.

Acknowledgement is in compliance with the statutes
Acknowledged by Jas. F. Ellis, on March 2, 1887, before Geo. Mulkey, Notary public, Tarrant County, Texas. (seal)

Description and Remarks

320 acres of land, the west half of a 640 acre survey in Tarrant County, Texas, about 7-1/2 miles S. 33 deg. W. from Birdville, secured to J. N. Ellis by letters Patent No. 936, Vol. 11, dated Jan. 7, 1855. Said 320 acre situated and described by metes and bounds as follows: Beginning at S. W. corner of said 640 acre survey, 4900 vrs. S. and 1570 vrs. W. of W. W. Warnell's S. W. corner; thence E. 950 vrs. a stone on S. line of said 640 acre survey; thence N. 1900 vrs. a rock on the N. line of said original survey; thence W. with said N. line, 950 varas to the W. W. corner of said 640 acre survey; thence with the W. line 1900 vrs. to place of beginning.

This deed is executed for the purpose of correcting certain errors in the description of same land heretofore conveyed by me to said Thomas Leach, and it is expressly understood and agreed that -- is to operate no further than to correct the errors of description aforesaid.

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Grantor: Thomas Leach and wife, A.E. Leach

Grantee: Sam J. Hunter and Seth W. Stewart

General warranty deed, (vendors lien retained) dated March 17, 1887, filed March 18, 1887, and recorded in Book 47, page 43, in the office of the County Clerk of Tarrant County, Texas, Records of deeds.

Consideration: \$16,000; \$4,000 cash, and one note of even date herewith for \$12,000 payable to Thomas Leach or order, and bearing interest at 10% per annum, due five years after date.

Acknowledgement is in compliance with the statutes
Acknowledged by both grantors on March 17, 1887, before G. Nance, J.P. and ex officio Notary public, Tarrant County, Texas. (seal)

Description and Remarks

All that certain tract of land in Tarrant Co., Texas, being 40 acres out of the north west corner of the J.N. Ellis survey of 640 acres, and lying about 1-1/2 miles a little west of south from the Court house in Ft. Worth. Beginning at N.W. corner of J.N. Ellis survey aforesaid, and at the south west corner of a survey made in the name of Peter Rouche, and patented to Hendricks and Smith, and is 168 vrs. wide as patented, and this beginning corner is the S.W. corner of said Peter Rouche as patented and claimed by the owners of the Peter Rouche, and the 40 acres herein conveyed is not to embrace any portion of land in dispute in the litigation now pending between J.P. Smith, T.P. Martin and S.O. Moodie, as plaintiffs and Thomas Leach and others as defendants; thence S. with W. boundary line of the said Ellis survey, 1372 ft. a stake; thence E. 1270 ft. to west edge of a street or avenue 60 ft. wide running north and south through said Ellis survey; thence north with the west edge of said avenue 1372 ft. to a stake in the south line of the disputed land claimed as the Peter Rouche; thence west 1270 feet to the place of beginning, containing 40 acres of land. This survey of 40 acres is not to embrace any part of the conflict claimed to exist between the Peter Rouche survey, and the J.N. Ellis survey, and the avenue herein referred to is hereby named and to be called Leach Avenue.

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Grantor: Thos. Leach

Grantee: Sam J. Hunter and Seth W. Stewart

Release, dated June 17, 1890, filed June 19, 1890, and recorded in Book 76, page 15, in the office of the County Clerk of Tarrant County, Texas, Records of deeds.

Consideration: Payment of all of said note.

Acknowledgement is in compliance with the statutes

Acknowledged by Thomas Leach, on June 17, 1890, before Thomas P. Martin Notary public, Tarrant County, Texas. (seal)

Description and Remarks

Refers to deed recorded in Book 47, page 43, (shown on page 17 hereof) and to one note for \$12,000 secured by vendors lien retained therein, and recites: I hereby release and cancel the said vendors lien and confirm to the grantee's in said deed, and their heirs and assigns, the title to the following described premises, to-wit: Being 40 acres of land in the J. N. Ellis survey in Tarrant County, Texas, and fully described in deed recorded in Book 47, page 43, Records of deeds for Tarrant County, Texas.

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Grantor: Samuel J. Hunter and Seth W. Stewart
(signed) Sam J. Hunter
Seth W. Stewart

Grantee: E. E. Chase

General warranty deed, (vendors lien retained) dated Oct. 18, 1887, filed Nov. 14, 1887, and recorded in Book 51, page 251, in the office of the County Clerk of Tarrant County, Texas, Records of deeds.

Consideration: \$24,000 paid and to be paid as hereinafter set out, viz: \$5326 cash, said Chase's two notes each for \$3,000 payable to the order of us, Hunter & Stewart respectively, 12 and 18 months after date, said notes dated Oct. 18, 1887, with interest at 10% per annum from date and the further consideration that said Chase has in writing assumed the payment of our certain note given to Thomas Leach, given by us in part payment for the land hereinafter described for the sum of \$12,000 dated March 17, 1887, payable on or before five years after date with 10% interest per annum from date thereof, and all interest thereon being also assumed by said Chase, the accrued interest to Oct. 18, 1887, being agreed to be \$674 making total of \$12,674 and all subsequent interest assumed by said Chase.

Acknowledgement is in compliance with the statutes
Acknowledged by Sam'l J. Hunter and Seth W. Stewart, on Nov. 14, 1887, before Thomas P. Martin, Notary public, Tarrant County, Texas. (seal)

Description and Remarks

Conveys same 40 acres of land as described in deed recorded in Book 47 page 43, (shown on page 17 hereof.)

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Grantor: Sam J. Hunter and Seth W. Stewart

Grantee: E. E. Chase

Release, dated April 21, 1889, filed Sept. 26, 1889, and recorded in Book 62 page 173, in the office of the County Clerk of Tarrant County, Texas, Records of deeds.

Consideration: Payment in full of said two notes

Acknowledgement is in compliance with the statutes
Acknowledged by both grantors on Sept. 25, 1889, before Irby Dunklin,
Notary public, Tarrant County, Texas. (seal)

Description and Remarks

Refers to deed from Sam J. Hunter and Seth W. Stewart to E. E. Chase, dated Oct. 18, 1887, conveying 40 acres of land out of the N.W. corner of the J. N. Ellis 640 acre survey about 1 1/2 miles a little west of south from the court house in Ft. Worth more particularly described in said deed, and to two notes of even date with said deed of the amount of \$6,000 secured by vendors lien therein retained, and recites: In consideration of the payment in full of said two promissory notes, we do hereby release and cancel the said vendors lien, so far as said two notes are concerned, and confirm to the grantee in said deed and his assigns, the title to the above mentioned premises to that extent, but this release shall not affect the original vendors lien for \$12,000 in favor of Thos. Leach.

//

Grantor: Thomas Leach and wife, Ann E. Leach

Grantee: E. E. Chase

General warranty deed, (vendors lien retained) dated May 7, 1887, filed Aug. 4, 1887, and recorded in Book 49, page 320, in the office of the County Clerk of Tarrant County, Texas, Records of deeds.

Consideration: \$36,800 paid and secured to be paid as follows: \$5000 paid and three notes of even date herewith, executed by E. E. Chase, payable to the order of Thomas Leach, as follows: one note for \$10,000 due on or before 3 years after date, one note for \$10,000 due on or before 4 years after date, and one note for \$11,800 due on or before 5 years after date each bearing 10% interest per annum, payable annually.

Acknowledgement is in compliance with the statutes

Acknowledged by Thos. Leach and wife, Ann E. Leach, on May 9, 1887, before G. Nance, J. P. & Ex officio Notary public, Tarrant Co., Texas. (seal)

Description and Remarks

In Tarrant County, Texas, being 82 acres of land more or less, out of the west half of the survey of 640 acres patented to the heirs of Joshua N. Ellis, by Patent No. 936, Vol. 11, said 82 acres of land beginning at a point in the west boundary line of said Ellis survey,

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633-1/3 vrs.N.from the south west corner of said survey; thence N.with said west boundary line to the south west corner of a 40 acre tract in said survey sold to Samuel J.Hunter and others; thence east with the south boundary line of said 40 acre tract to the south east corner of the same; thence N.to the south boundary line of the William Welch survey; thence east to the N.W.corner of a 40 acre tract in said Ellis survey sold to Hearne; thence south with the west boundary line of said Hearne tract of 4 acres to the S.W.corner thereof, continuing south to the north boundary line of a tract of 20 acres sold to D.W. Heath in said Ellis survey; thence west with the north boundary line of said 20 acre tract to the N.W.corner thereof; thence south to the south west corner of a tract of 5 acres in said Ellis survey sold to A.R.Leach; thence west to the place of beginning, said 82 acres of land being all the land now owned by us in said Ellis survey, as shown by the records of deeds in and for Tarrant County, Texas.

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Grantor: Thos. Leach

Grantee: E. E. Chase

Release, dated June 17, 1890, filed June 19, 1890, and recorded in Book 76 page 14, in the office of the County Clerk of Tarrant County, Texas, Records of deeds.

Consideration: The payment of the first of said notes, and \$7,876.67 on the second of said notes.

Acknowledgement is in compliance with the statutes
Acknowledged by Thomas Leach, on June 17, 1890, before Thomas P. Martin Notary public, Tarrant County, Texas. (seal)

Description and Remarks

Refers to deed recorded in Book 49, page 320, (shown on page 21 hereof) and to three notes, two for \$10,000 each and one for \$11,800, secured by vendors lien retained therein, and recites:

I hereby release and cancel the said vendors lien and confirm to the grantee in said deed, and his heirs and assigns, the title to the following described premises, to-wit: In Tarrant County, Texas, known as Blocks Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19 and 20 of Fairmount Addition to the City of Fort Worth, Texas, being a part of the premises described in said above mentioned deed. It is expressly understood and agreed that the said vendors lien is released only as to the said 20 blocks above enumerated and described.

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Grantor: Thomas Leach

Grantee: E.E.Chase

Release, dated Feb. 24, 1891, filed Feb. 24, 1891, and recorded in Book 76, page 451, in the office of the County Clerk of Tarrant County, Texas, Records of deeds.

Consideration: Payment of all of said notes.

Acknowledgement is in compliance with the statutes

Acknowledged by Thos. Leach, on Feb. 25, 1891 before M.T. Bradley, Notary public, Tarrant County, Texas. (seal)

Description and Remarks

Refers to deed recorded in Book 49, page 320, Records of deeds for Tarrant County, Texas, and to three notes therein described, one for \$11800 and two for \$10,000 each, and recites the payment of all of said notes, **** I hereby release and cancel the said vendors lien and quit claim and confirm to the grantee in said deed and his heirs and assigns, the title to the following described premises, to-wit: In Tarrant County, Texas, and being 82 acres of land in the Joshua N. Ellis 640 acre survey, and fully described in said deed.

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Grantor: E.E.Chase

Grantee: The Fort Worth Land and Street Railway Company

General warranty deed, (vendors lien retained) dated Oct.13,1888, filed Oct.13,1888, and recorded in Book 57, page 114, in the office of the County Clerk of Tarrant County, Texas, Records of deeds.

Consideration: 2500 shares of \$100 each, of the paid up stock of The Fort Worth Land and Street Railway Company, a private corporation, and \$125,000 of the \$400,000 issue of first mortgage bonds by the said Fort Worth Land and Street Railway Company, and the West Fort Worth Street Railway Company, a private corporation, jointly, and in the further consideration of the assumption by the said The Fort Worth Land and Street Railway Company of the payment of all unpaid purchase money and incumbrances, together with the interest due thereon and to become due, on the land hereinafter described.

Acknowledgement is in compliance with the statutes
Acknowledged by E.E.Chase, on Oct.13,1888, before Jno.F.Swayne, Clerk of the County Court of Tarrant County, Texas. (seal)

Description and Remarks

Situated in Tarrant County, Texas. First Tract: Being 40 acres of land out of the Joshua N.Ellis survey of 640 acres, and beginning at the north west corner of said Ellis survey and at the south west corner of a survey in the name of Peter Rouche, and patented to Hendricks and Smith, and is 168 varas wide as patented and this beginning corner is the south west corner of said Peter Rouche survey as patented and claimed by the owners thereof. Thence south with the west boundary line of said Ellis survey 1372 feet a stake; thence east 1270 feet to the west line of a Street or avenue 60 feet wide running north and south through said Ellis survey; thence north with the

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west line of said Avenue, 1372 feet to a stake in the south line of t
the disputed land claimed as the Peter Rouche survey; thence west
1270 feet to the place of beginning.

Second tract: Being 82 acres of land out of the said Joshua
N.Ellis survey of 640 acres of land and beginning at a point in the
west boundary line of said Ellis survey, 633-1/3 varas north from
the south west corner of said Ellis survey; thence north with the
west boundary line of the said survey, to the south west corner of a
40 acre tract in said survey heretofore sold to Samuel J.Hunter, and
others; thence east with the south boundary line of said 40 acre
tract to the south east corner of the same. Thence north to the south
boundary line of the William Welch survey; Thence east to the north
west corner of a four acre tract in said Ellis survey sold to Hearne;
thence south with the west boundary line of said Hearne tract of 4
acres to the south west corner thereof, continuing south to the
north boundary line of a tract of 20 acres sold to D.W.Heath, in said
Ellis survey; thence west with the North line of said 20 acre tract
to the North west corner thereof. Thence south to the south west
corner of a tract of 5 acres in said Ellis survey sold to A.R.Leach.
Thence west to the place of beginning.

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Grantor: The Fort Worth Land and Street Railway Company, and The West Fort Worth, Street Railway Company, both private corporations.

Grantee: International Trust Company, a corporation, Trustee for the bond holders.

Deed of trust, dated Oct. 1, 1888, filed Nov. 5, 1888, and recorded in Book 12, page 602, in the office of the County Clerk of Tarrant County, Texas Records of deeds of trust.

Consideration: \$1 paid, and to secure the payment of first mortgage bonds in the aggregate amount of \$400,000 bearing date Oct. 1, 1888 and maturing Oct. 1, 1908, each for \$1,000 and to be numbered consecutively from 1 to 400 inclusive, each bearing interest at 7% per annum payable semi-annually on 1st day of April and October in each year.

Acknowledgements are in compliance with the statutes

Acknowledged by E.E. Chase as President of the Fort Worth Land and Street Railway Company, and as President of the West Fort Worth Street Railway Company, as the act of said Companies, by order of the Board of Directors of said Companies, and by T.J. Hurley, the Secretary of said Companies, on Oct. 25, 1888 before Nathaniel W. Walker, Notary public Suffolk County, Mass. (seal)

Acknowledged by John M. Graham, as President of the International Trust Company, as the act of said Company, and by Henry L. Jewett, as
(continued)

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Secretary of said Company, on Oct. 29, 1888, before William A. Sargent,
Notary public, Suffolk County, Mass. (seal)

Description and Remarks

Conveys same land as described in deed recorded in Book 57, page 114,
(shown on page 25 hereof.) (and other land)

Note: This instrument authorizes the second party (or Trustee
herein) to execute a release or releases of this deed of trust, in whole
or in part, on the property herein described, and also provides for the
deposit of 200 of said first mortgage bonds with said Trust Company, to
pay off the liens and encumbrances against said real estate and
property.

The above instrument is signed as follows:

(seal) The Fort Worth Land and Street Railway Company,
By E.E. Chase, its President. T.J. Hurley, its Secretary.

(seal) The West Fort Worth Street Railway Company
By E.E. Chase, its President. T.J. Hurley, its Secretary.

(seal) International Trust Company,
By Jnc. M. Graham, President. H.L. Jewett, Secretary.

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Grantor: Thomas Leach, Sam J.Hunter, Seth W.Stewart, and E.E.Chase

(signed) Thos.Leach
E.E.Chase
Sam J.Hunter
Seth W.Stewart

Grantee: The Fort Worth Land and Street Railway Company

Conditional release, dated July 18, 1889, filed January 18, 1890, and recorded in Book 62, page 560, in the office of the County Clerk of Tarrant County, Texas, Records of deeds.

Consideration: In consideration of the assumption of the payment of said notes, (now the property of the said Thomas Leach) by the purchaser of the land from The Fort Worth Land and Street Railway Company, and in consideration of the release to be made by the International Trust Company of the deed in trust held by it upon said land, and the further consideration of \$1 to us in hand paid.

Acknowledgement is in compliance with the statutes
Acknowledged by E.E.Chase, Thomas Leach, Sam J.Hunter, and Seth W. Stewart, on July 19, 1889, before R.W.Cannon, Notary public, Tarrant County, Texas. (seal)

Description and Remarks

Refers to deed recorded in Book 47, page 43, and to one note for \$12,000 secured by vendors lien therein retained; and to deed recorded in Book 51, page 251, and to note for \$12,000 therein described, assumed by E.E.Chase; and to deed recorded in Book 49, page 320, and to two notes for \$10,000 each, and one note for \$11,800 secured by vendors lien therein retained; and to deed recorded in Book 57, page 114, and to note for \$12,000, and to three notes aggregating \$31,800 assumed by the Fort Worth Land and Street Railway Company; Also refers to deed in trust recorded in Book 12, page 602, Records of mortgages and deeds in trust for Tarrant County, Texas, and recites:

Whereas, the said The Fort Worth Land and Street Railway Company is desirous of selling said land, and the purchaser thereof is desirous of assuming the payment of all the before mentioned notes, as a part of the purchase price for said land, and furthermore, it is desired

(continued)

that said lands shall be released from the operation and effect of the said deed in trust, executed as aforesaid, by the Fort Worth Land and Street Railway Company to the said The International Trust Company; Do hereby release the said The Fort Worth Land and Street Railway Company of and from any and all liability for or on account of the assumption of the payment of said four notes hereinbefore mentioned, in its purchase of 122 acres of land from the said E.E.Chase, as aforesaid, but it is expressly understood in the execution and delivery hereof, that this instrument of release is not to be of any force or effect whatsoever, unless and until the said International Trust Company shall have executed the release on its part herein mentioned and the said purchaser from the said The Fort Worth Land and Street Railway Company, shall have assumed the payment of said notes held by the said Thomas Leach; and it is further understood and agreed that this release is in no wise whatsoever to impair the security or affect said notes so held by the said Thomas Leach, and assumed by the said purchaser, otherwise than to release the liability of The Fort Worth Land and Street Railway Company, and the relation of the said Leach, Hunter, Stewart and Chase as to said notes, property and one another, is to continue and remain the same, and the vendors liens on said lands shall in no manner be impaired, waived, or released by this agreement.

Grantor: International Loan and Trust Company

(signed) International Trust Company
By John M. Graham, Pres't. Trustee
(seal)

Grantee: Fort Worth Land and Street Railway Company

Release, dated Feb. 3, 1890, filed Feb. 7, 1890, and recorded in Book 62, page 595, in the office of the County Clerk of Tarrant County, Texas, Records of deeds.

Consideration: In consideration of the payment of \$535 per acre to it, the said Trust Company, in hand paid.

State of Massachusetts)
County of Suffolk.) I, Henry L. Jewett, Notary public, within and for said County and State, do hereby certify that on this 3rd day of February, A. D. 1890, personally came before me, John M. Graham, President of the International Trust Company, to me personally known to be the person whose name is subscribed to the foregoing instrument, as President of said International Trust Co., and acknowledged that he executed said instrument to be the free act and deed of said International Trust Company, and for the purposes and considerations therein expressed.

Given under my hand and official seal, this 3rd day of February A. D. 1890.
(seal) Henry L. Jewett, Notary public.

Description and Remarks

Refers to deed of trust recorded in Book 12, page 602, (shown on page 11 hereof) and to 400 bonds for \$1,000 each, therein described, and recites: Whereas said deed in trust provides that upon the payment (continued)

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of \$535 per acre for each acre of said land desired by said Company to be released from said deed in trust, that the same shall be released by said Trust Company, upon the written request of the Board of Directors of said The Fort Worth Land and Street Railway Company,***** Do remise, set over, and release (being thereunto requested by said Board of Directors in writing) unto the said The Fort Worth Land and Street Railway Company, its successors and assigns, all and singular the property and premises hereinabove described; 122 acres out of the J.N.Ellis 640 acre survey, and being all the land out of said survey, conveyed by E.E.Chase to The Fort Worth Land and Street Railway Company by deed dated Oct.13,1888, and recorded in Book 57, page 114, Deed Records for Tarrant County, Texas, and hereby agree that said deed in trust has become void and of no effect, as to said 122 acres of land hereinabove described.

Grantor: The Fort Worth Land and Street Railway Company.

(signed) The Fort Worth Land and St. Railway Co.
By E.E.Chase, President. (seal)
Attest: Willie H.Post, Secretary.

Grantee: Martin Casey, A.P.Luckett and E.E.Powell, for themselves
and as trustees.

General warranty deed, (vendors lien retained) dated Jan.17,1890, filed
Jan.18,1890, and recorded in Book 68, page 23, in the office of the County
Clerk of Tarrant County, Texas, Records of deeds.

Consideration: \$50,000 paid, and one note for \$22,948 of even date
herewith, executed by said Casey, Luckett and Powell, and payable to
the order of said Company, one year from date, and bearing interest at
the rate of 10% per annum and in the further consideration of the as-
sumption by said Casey, Luckett and Powell of the payment of all ven-
dors lien notes against the hereinafter described land, which vendors
lien notes are described as follows: one note for \$12,000 together
with interest thereon from March 17, 1889, executed by Sam J. Hunter, and
Seth W. Stewart to Thomas Leach, and three notes aggregating \$31800,
together with interest thereon from May 7, 1889, executed by E.E. Chase
to Thomas Leach, to secure the payment of all the above mentioned
notes, the vendors lien is retained against the hereinafter described
land.

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Acknowledgement is in compliance with the statutes

Acknowledged by E.E.Chase, President and Willis H.Post, Secretary of the Fort Worth Land and Street Railway Co., in the capacity therein expressed and as the act and deed of said Company, on Jan.18,1890, before Geo.Massie, Notary public, Tarrant County, Texas. (seal)

Description and Remarks

Conveys same land as described in deed recorded in Book 57, page 114 (shown on page 75 hereof)

The foregoing described land is conveyed to said Casey, Lockett and Powell for themselves and as trustee with full power and authority to sell and convey the same upon any terms and for any consideration that may seem best to them and to mortgage the same for any purpose whatsoever and with power to dispose of said land as they may please.

Grantor: The Fort Worth Land and Street Railway Company
(signed) Fort Worth Land and Street Railway Co.
Thos. J. Hurley, President. (seal)
Attest: Willis H. Post, Secretary.

Grantee: Martin Casey, A.P. Lockett and E.E. Powell, for themselves
and as trustees.

Release, dated June 24, 1890, filed June 24, 1890, and recorded in Book 76
page 32, in the office of the County Clerk of Tarrant County, Texas, Re-
cords of deeds.

Consideration: The payment of \$5,000 on the said promissory note.

Acknowledgement is in compliance with the statutes
Acknowledged by Thos. J. Hurley, President and Willis H. Post, Secty. Ft.
Worth Land and St. Ry. Co. in the capacity stated, and as the act and deed
of said Company, on June 24, 1890, before Geo. Massie, Notary public, Tarrant
Co. Texas. (seal)

Description and Remarks

Refers to deed recorded in Book 68, page 23, (shown on page 33 hereof)
and to one note for \$22,948.00 secured by vendors lien therein re-
tained and recites: Said Company hereby releases and cancels the said
vendors lien and quit claims and confirms to the grantee's in said
deed and their heirs and assigns, the title to the following described
premises, to-wit: All those blocks or parcels of land, in Tarrant County
Texas, known as Blocks Nos. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14 and 15 of
Fairmount Addition to the City of Fort Worth, Texas, the same being on-
ly a part of the premises described in said above mentioned deed.
It is intended by this instrument to release the vendors lien re-
tained in said deed to secure payment of said note of \$22948.00 and
the four notes assumed therein as to the fifteen blocks of land here -
in above expressly enumerated and described only.

Grantor: The Merchants National Bank of Fort Worth (owner of note)
(signed) The Merchants National Bank of Fort
Worth, Tex. By E.W. Taylor, Pres't
(seal omitted)

Grantee: A.P. Lockett, Martin Casey and E.F. Powell, for themselves
and as trustees.

Release, dated Jan. 7, 1891, filed Jan. 19, 1891, and recorded in Book 76, page
386, in the office of the County Clerk of Tarrant County, Texas, Records
of deeds.

Consideration: Payment of note.

Acknowledgement is in compliance with the statutes
Acknowledged by E.W. Taylor, as President of The Merchants National
Bank, and as the act of said The Merchants National Bank, on Jan. 7,
1891, before Geo. Massie, Notary public, Tarrant County, Texas. (seal)

Description and Remarks

Refers to deed recorded in Book 68, page 23, (shown on page 33 here-
of) and to one note for ~~\$22,948~~ \$22,948 secured by vendors lien re-
tained therein, and recites: Said Bank does hereby release and can-
cel the said vendors lien and quit claim and confirm to the grantee
in said deed, and their assigns, the title to the following described
premises, to-wit: Parts of the J.N. Ellis 640 acre survey in Tarrant
County, Texas, and being the same land and fully described in the deed
from E.E. Chase to the said The Fort Worth Land and Street Railway
Company, dated Oct. 13, 1888, and recorded in Vol. 57, at page 114 of re-
cords of deeds for Tarrant County, Texas, the same being the whole of
the premises described in said above mentioned deed.
It is understood that this release is to have no further or other
effect or operation than to release said vendors lien in so far only
as the same may apply to said note of \$22,948.00.

FAIRMOUNT ADDITION.

State of Texas,)
 County of Tarrant.) Know all men by these presents, that whereas,
 we, A.P.Luckett, Martin Casey, and E.E.Powell, are desirous of subdivi-
 ding into blocks and lots and providing streets and alleys through the
 following described tract or parcel of land lying and being situated
 in the County of Tarrant and State of Texas, and more particularly
 described as follows, to-wit:

First Tract: 82 acres of land more or less out of the West half
 of the survey of 640 acres, patented to the heirs of Joshua N. Ellis,
 by Patent No. 936, Vol. 11, said 82 acres of land, beginning at a point
 in the west boundary line of said Ellis survey, 633-1/3 varas North
 from the south west corner of said survey; thence north with said west
 boundary line to the south west corner of a 40 acre tract in said sur-
 vey sold to Samuel J. Hunter and others; thence east with the south
 boundary line of said 40 acre tract to the south east corner of the
 same; thence North to the south boundary line of the Wm. Welch survey;
 thence east to the north west corner of a 4 acre tract in said Ellis
 survey sold to Hearne; thence south with the west boundary line of
 said Hearne tract of 4 acres to the south west corner thereof, contin-
 uing south to the north boundary line of a tract of 20 acres sold to
 D.W. Heath, in said Ellis survey; thence west with the north boundary
 line of said 20 acre tract to the North west corner thereof; thence
 south to the south west corner of a tract of 5 acres in said Ellis
 survey sold to A.R. Leach; thence west to the place of beginning.

Second tract; 40 acres of land out of the North west corner of
 the said 640 acre survey, patented to the heirs of J.N. Ellis afore-
 said, said 40 acres more particularly described as follows, to-wit:

Beginning at north west corner of said J.N. Ellis survey of 640
 acres, and at the south west corner of a survey made in the name of
 Peter Rouche, and patented to Hendricks and Smith, and is 168 varas
 wide as patented and this beginning corner is the south west corner
 of said Peter Rouche survey, as patented; thence south with the west
 boundary line of the said Ellis survey, 1372 feet to a stake; thence
 east 1270 feet to the west edge of a street or avenue 60 feet wide,
 running north and south through said Ellis survey; thence North with
 the west line of said Avenue, 1372 feet to a stake in south line of
 the disputed land claimed as the Peter Rouche survey; thence west
 1270 feet to the place of beginning, containing 40 acres of land.

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Now therefore, we hereby subdivide said land into Blocks and lots and dedicate to the public the streets and alleys as shown thereon by the plat hereto attached and we hereby designate said land as "Fairmount Addition," to the City of Fort Worth, by which name it shall hereafter be known.

Witness our hands this 8th day of March, 1890.

(signed) E.E.Powell)
 Martin Casey) For ourselves and as
 A.P.Luckett.) Trustees.

Acknowledgement is in compliance with the statutes
Acknowledged by A.P.Luckett, Martin Casey, and E.E.Powell, for themselves and as trustees, March 8, 1890, before D.S.Brown, Notary public, Tarrant County, Texas. (seal)

Filed for record March 12, 1890, and recorded in Book 63, page 25, in the office of the County Clerk of Tarrant County, Texas, Records of deeds.

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Grantor: George L. Hurley.

Grantee: The Fort Worth Loan and Construction Company

General warranty deed, dated Oct. 2, 1890, filed Jan. 3, 1891, and recorded in Book 79, page 29, in the office of the County Clerk of Tarrant County Texas, Records of deeds.

Consideration: \$10 paid, and the assumption by grantee of the payment of my share of the unpaid purchase money and liens upon the hereinafter described real estate.

Acknowledgement is in compliance with the statutes

Acknowledged by grantor on Oct. 3, 1890, before Geo. Massie, Notary public, Tarrant County, Texas. (seal)

Description and Remarks

All my right, title, and interest in and to the following land in Tarrant County, Texas, being an 82 acre and a 40 acre tract of land in said J. N. Ellis survey, both of which said tracts of land are fully described in the deed from the Fort Worth Land and Street Railway Co., to Martin Casey, A. P. Lockett and E. E. Powell, for themselves and as trustees, dated Jan. 17, 1890, and recorded in Vol. 68, page 23, of Records of deeds for Tarrant County, Texas. (and other land)

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Grantor: The Fort Worth Loan and Construction Company.

(signed) The Fort Worth Loan and Construction Co.
By George L. Hurley, President. (seal)
Attest: Willis H. Post, Secretary.

Grantee: The Fort Worth Security and Construction Company.

General warranty deed, dated Dec. 31, 1890, filed Jan. 3, 1891, and recorded in Book 73, page 468, in the office of the County Clerk of Tarrant County, Texas, Records of deeds.

Consideration: "In consideration of the issuance to it of 2996 shares of the common stock of the Fort Worth Security and Construction Company of Fort Worth, Texas, and the assumption of the payment by said Fort Worth Security and Construction Company, of the following named debts, to-wit:

1. A promissory note for the sum of \$93,000 executed by said Fort Worth Loan and Construction Company, August 26, 1890, to W.E. Butler trustee of Miss Grace Simpson, payable Sept. 1, 1894, and drawing 7% interest from date, the same being secured by a deed of trust on the first hereinafter described tract of land.

2. A note for \$40,000 executed by the Fort Worth Loan and Construction Company, to the Penn Mutual Life Insurance Co., May 27, 1890, payable five years after date, and drawing 7% interest from date, the same being secured by deed of trust on the hereinafter described tract of land.

3. Two notes for \$500 each, payable May 12, 1888, by S.T. Nesbitt, to H.B. Buck, due in two and three years after date, and each bearing 10% interest from date; another note for \$1,666.67 executed January 11, 1890, by the Fort Worth Loan and Construction Company to S.T. Nesbitt, payable on or before one year after date and drawing interest at 10% from date; said last three notes being purchase money notes for an undivided 1/3 interest in the third hereinafter described lot or parcel of land; also two notes for \$500 each, executed May 12, 1888, by Edward C. Bissell to H.B. Buck, due in two and three years from date, and each bearing 10% interest from date, and another note for \$1,666.66 executed Jan. 11, 1890, by the Fort Worth Loan and Construction Company to Edward C. Bissell, due on or before one year from date, and drawing 10% interest per annum from date, said last three notes being secured by vendors lien on an undivided 1/3 interest in said third hereinafter described lot or parcel of land; also one note for ~~\$1500~~ \$1500 executed Dec. 26, 1891, by Willis H. Post, to Margaret McGillivray
(continued)

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payable on or before two years from date, with interest at 10% from date; and another note for \$1166.67 executed Jan. 11, 1899 by the Fort Worth Loan and Construction Company to Willis H. Post, on or before one year from date, and bearing 10% interest per annum, said last three notes being secured by vendors lien on an undivided 1/3 interest in the third hereinafter described lot or parcel of land. The above mentioned notes are to secure difference interests on said lot or parcel of land, the several interests being the whole thereof.

4. One half of one note for \$6,666.60 executed Feb. 5, 1889, by Robert McCart, George L. Hurley, and A. M. Carter, to George C. Harris, G. W. Roark and Z. C. Bland, payable Feb. 5, 1891, and bearing 10% interest per annum from date, the same being secured by vendors lien on the fourth hereinafter described tract or lot of land.

5. One note for \$2,000 executed January 4, 1890, by C. E. Lee to A. A. Bridgess, payable April 4, 1891, and bearing 10% interest from date, same being secured by vendors lien on the 5th lot of land hereinafter described.

6. 1/7 of the following described notes, to-wit: \$10150 of the note of \$11750 made January 29, 1887, by Heath, Harger and Co., to Jonathan Leach, payable on or before two years after date, and extended to January 29, 1891. Three other notes executed Feb. 25, 1890, by George L. Hurley, to Mrs. Ella Evans, for \$8571 each, payable on or before Feb. 24, 1891, 1892, and 1893, and each bearing interest at 10%, and two other notes for \$8166.66 executed by Howard Tully, and J. C. Boyd, Trustees, Feb. 25, 1890, to George L. Hurley, payable in two and three years respectively after date, and each bearing 10% from date, said notes executed by said Heath, Harger & Co., and by said George L. Hurley and by said Tully and Boyd, being secured by vendors lien on the 6th hereinafter described tract of land.

7. 1/20 of the following described notes, to-wit: \$2023.33 balance unpaid on a note for \$10,000 executed by E. E. Chase, to Thomas Leach, May 7, 1887, payable four years after date, and bearing 10% interest from date. And another note for \$11,800 executed May 7, 1887, by E. E. Chase to Thomas Leach, payable five years after date, and bearing 10% interest from date, and another note for \$17948 executed by Martin Casey, A. P. Lockett and E. E. Chase, to the Fort Worth Land and Street Railway Company Jan. 17, 1890, payable one year after date, and bearing 10% interest from date, said notes executed by said Chase to said Leach, and by said Casey, Lockett and Powell to the Fort Worth Land and Street Railway Company, are secured by vendors lien upon two tracts of land, one containing 82 acres and the other 40 acres of the J. N. Ellis survey, being the 7th hereinafter described tract or parcel of land.

(continued)

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8. All bills payable due by said Fort Worth Loan and Construction Company, amounting to \$105532.14; all accounts due by said Fort Worth Loan and Construction Company, amounting to \$36,697.32. Other accounts not rendered.

9. The indebtedness of the Fort Worth Loan and Construction Co., to the Merchants National Bank of Fort Worth, Texas, amounting to \$100,000, the same being secured by deed of trust upon all of the tracts of land above mentioned except the 6th and 7th tracts and also upon the hereinafter mentioned personal property and choses in action, except bills receivable and accounts receivable and stock in the Fort Worth Land and Street Railway Company, and stock in the Texas Art Exhibition Co., and stock in the Chamber of Commerce of Fort Worth, Texas, and except the 8th and 9th hereinafter described tracts of land.

Acknowledgement is in compliance with the statutes
Acknowledged by George L. Hurley, President of the Fort Worth Loan and Construction Company, in his said capacity as the act and deed of said corporation, on Jan. 3, 1891, before Thomas P. Martin, Notary public, Tarrant County, Texas. (seal)

Description and Remarks

7th: An undivided 1/20 interest in and to 82 acres of land and 40 acres of land in the J. N. Ellis 640 acre survey in Tarrant County, Texas, both of which said tracts of land are fully described in the deed from the Fort Worth Land and Street Railway Company, to Martin Casey, A. P. Lockett and E. E. Powell for themselves and as trustees, dated Jan. 17, 1890, and recorded in Vol. 68, page 23, in Records of deeds for Tarrant County, Texas, reference to which said deeds is made for a more complete description. (And other land and personal property.)

This conveyance is made by authority of the stock holders and of the Board of Directors of said Fort Worth Loan and Construction Company, duly and legally exercised.

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Grantor: Jonathan H. Leach.
(signed) J.H. Leach.

Grantee: J.E. Mitchell

Quit Claim deed, dated June 11, 1904, filed June 22, 1904, and recorded in Book 194, page 326, in the office of the County Clerk of Tarrant County Texas, Records of deeds.

Consideration: \$10 paid.

Acknowledgement is in compliance with the statutes
Acknowledged by Jonathan H. Leach, on June 13, 1904, before J.R. Sandidge
Notary public, Tarrant County, Texas. (seal)

Description and Remarks

Do bargain, sell, quit claim and release unto the said J.E. Mitchell, all my right, title, interest and estate in and to 122 acres out of the survey of 640 acres patented to the heirs of Joshua N. Ellis, by Patent No. 936, Vol. 11, in Tarrant County, Texas, being the same lands that were conveyed by the Fort Worth Land and Street Railway Company to Martin Casey, A.P. Lockett, and E.E. Powell for themselves, and as trustees on January 17, 1890, by general warranty deed, recorded in Book 63, page 23, in the office of the County Clerk of Tarrant County, Texas, Records of deeds. Said 122 acres of land was on March 8, 1890, subdivided into blocks and lots and designated as Fairmount Addition to the City of Fort Worth, and plat thereof was duly recorded on March 12, 1890, in Book 63, page 25, in the office of the County Clerk of Tarrant County, Texas, Records of plats.

This instrument is in lieu of and substitute for a former transfer of property described herein by said Jonathan H. Leach, to said J.E. Mitchell, said former transfer having been lost.

To have and to hold the above described premises unto the said J.E. Mitchell, and his heirs and assigns forever.

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Grantor: Fort Worth Security and Construction Company.

(signed) George L. Hurley, President.

Attest: Willis H. Post, Secretary. (seal)

Grantee: Nathan Powell

General warranty deed, dated April 1, 1891, filed April 1, 1891, and recorded in Book 73, page 623, in the office of the County Clerk of Tarrant County, Texas, Records of deeds.

Consideration: In consideration of the premises and the further consideration of \$3750, the same being the consideration received by the Fort Worth Security and Construction Co., for its interest in the said property.

Acknowledgement is in compliance with the statutes Acknowledged by George L. Hurley, President and Willis H. Post, Secretary of the Fort Worth Security and Construction Company, and in the capacity therein named, " and that the said execution of the said instrument was the act and deed of the said corporation done for it on its behalf, and at its instance, " on April 1, 1891, before Geo. Massie, Notary public, Tarrant County, Texas. (seal)

Description and Remarks

Refers to deed recorded in Book 68, page 23, Deed Records of Tarrant County, Texas, (shown on page 33 hereof) and recites: Whereas the beneficiaries in the said conveyance were John W. Wray, Dan Carey, R. E. McNulty, Howard Tully, J. E. Leach, John Wyatt, and George L. Hurley; and whereas the said trustees and the said beneficiaries with the exception of said J. E. Leach, who had previously sold his interest to J. E. Mitchell, who with said beneficiaries and S. A. Shortridge,

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who had previously purchased a one half interest of the said Geo. L. Hurley, in the said premises agreed in writing, to convey all of said property to Nathan Powell; that said agreement bears date, -- day of Jan. 1891, which is made a part hereof for all purposes; and whereas, the said trustees above named in pursuance of said agreement in writing for themselves and the above named beneficiaries, did sell and convey all of the said premises to the said Nathan Powell by deed recorded in Vol. 73, page 532, to which reference is made for all purposes, **** and whereas in all of the negotiations looking toward said sale and conveyance of said property, the said Geo. L. Hurley acted for and on behalf of the Fort Worth Security and Construction Company, but executed all papers in his individual name; and whereas he had conveyed all of his remaining interest, the same being a 1/20 in and to the property first mentioned, to the Fort Worth Loan and Construction Company, by deed recorded in Book 79, page 29, of the records of Tarrant County, and whereas the Fort Worth Loan and Construction Co., conveyed the same interest in to said property to the Fort Worth Security and Construction Company, which deed is recorded in Book 73, page 468, to which reference is made; and whereas the said Fort Worth Security and Construction Company received and accepted the consideration paid by the said Powell for its interest in the said property, which was a fair and adequate consideration and in all things ratified and adopted the act of the said Hurley, in the negotiations and sale of said property to the said Powell, the said Hurley, at the said time, being the Chief Executive officer of the said corporation.*****

Does grant, sell and convey *** all the interest it owned had or held in and to the said first mentioned and described tracts of land set out and fully described in the deed of the said Fort Worth Land and Street Railway Company, to the said trustees and reference is here made to said deed for metes and bounds of said property.

It is the intention of this instrument to convey to said Powell absolutely and completely all and every interest it had and held and now has or at any time heretofore had or held in and to said property.

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Grantor: Martin Casey

Grantee: E.E.Powell

General warranty deed, dated December 23, 1890, filed April 3, 1891, and recorded in Book 79, page 211, in the office of the County Clerk of Tarrant County, Texas, Records of deeds.

Consideration: \$5,000 paid.

Acknowledgement is in compliance with the statutes
Acknowledged by grantor on April 2, 1891, before J.J.Melton, Notary public, Tarrant County, Texas. (seal)

Description and Remarks

1/10 undivided interest in and to the real property conveyed by the Fort Worth Land and Street Railway Company, to Martin Casey, A.P. Lockett, and E.E.Powell, as trustees for John W.Wray, et.al., and to the said trustees as individuals, the respective interest of the trustees and the said beneficiaries are an undivided 1/10 interest in and to the property so conveyed and the property so conveyed is set out and fully described in the said deed, which is of date January 17, 1890, and recorded in the records of deeds for the said Tarrant County, in Vol.68, page 23, and whereas the said beneficiaries above named, were not named in the said deed, and the said property was afterwards plat-
ted into Blocks and lots, which is also of record in the Records of said Tarrant County, and the said plat is a part hereof, and whereas the said trustees were authorized by the said beneficiaries to make
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title to the said lots in their own name without the use of the beneficiaries; and whereas there had prior to the date of this instrument been sold certain of the said lots to divers and sundry people to whom the said trustees had made conveyance,***** the said grantor does by this instrument convey all his right, title, interest and estate and property in and to said land unsold up to the date of the signing of this instrument, fully, absolutely and completely, the said grantor does further transfer and convey unto the said grantee all his interest in and to any notes, choses in action and accounts that is now due or that shall become due hereafter, which are proceeds of the sales of said property, and taken in part payment thereof, in other words, the said grantee is by this conveyance to have all the interest and estate that the said grantor acquired in and to the said premises by virtue of the said deed first mentioned made by said Railway Company, to him and his co-trustees.

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Grantor: Martin Casey (signed) Martin Casey
Edward E. Powell

Grantee: E.E. Powell

Transfer, dated Dec. 23, 1890, filed November 3, 1891 and recorded in Book 74, page 617, in the office of the County Clerk of Tarrant County, Texas Records of deeds.

Consideration: One note for \$5,000 due Jan. 7, 1891, and that the said E.E. Powell does hereby assume and agree to pay any and all of the demands, claims or debts, which said Casey may have become liable for on account of the purchase, sale, development, marketing or on any accounts otherwise of said property, of which the said Powell agrees to pay and save said Casey harmless from or on account of any transactions had on account of or to which said Casey is a party with the respective property and said trust. Said Casey hereby representing that there are no charges against his said interest in said property not in common with the interest of the other beneficiaries in said trust, and said Casey hereby agrees to continue to act as one of said trustees and join in deeds for himself and as said trustee to said property for portions thereof, as the same may be sold and join in the executions of obligations and all other papers as originally intended in said trust or which may be necessary to the preservation of the rights of said beneficiaries, but it is expressly understood that said Powell shall hold said Casey wholly harmless from any liabilities he may incur in the premises.

Acknowledgement is in compliance with the statutes
Acknowledged by Martin Casey and E.E. Powell, Dec. 23, 1890, before J.J Melton, Notary public, Tarrant County, Texas. (seal)

Description and Remarks

Recites: That whereas the Fort Worth Land and Street Railway Company by deed recorded in Book 68, page 23, Deed Records for Tarrant County, Texas, did convey unto Martin Casey, A.P. Lockett and E.E. Powell for themselves and as trustees, the real estate in said deed described
(continued)

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upon the terms and for the consideration thereun specified, and where-
as the beneficiaries in said conveyance are and were Martin Casey, A.P
Lockett, E.E. Powell, George L. Hurley, H. Tully, John W. Wray, R.E. Mc-
Anulty, Dan Carey, J.H. Leach, and John M. ~~Wyatt~~ Wyatt, each of said
parties being a beneficiary under said conveyance to the extent of a
1/10 undivided interest in said real estate and being each liable as
between themselves for 1/10 of the unpaid purchase money for said
real estate, all of which will appear together with the other parti-
culars of said trust by reference to a copy of the declaration of
trust hereto attached.

(Here follows declaration of trust)

State of Texas,)
County of Tarrant.) Know all men by these presents, that whereas there
has been this day conveyed to E.E. Powell, Martin Casey, and A.P.
Lockett, for themselves and as trustees by the Fort Worth Land and
Street Railway Company, 122 acres of the J.W. Ellis survey in Tarrant
County, Texas, as will more particularly appear by reference to said
deed to be on file in the County Clerks office of Tarrant County,
Texas, which is made a part hereof for a fuller description of said
land, and for other particulars hereto pertaining, said conveyance hav-
ing been made in consideration for the sum of \$50,000 cash, the as-
sumption of \$43,000 incumbrances on said land, with interest accrued
and to accrue thereon, the promissory vendors lien note of said E.E.
Powell, A.P. Lockett, and Martin Casey for \$22,948 of even date with
and payable one year from the date of said conveyance.

Now therefore this memorandum is to witness that the purpose
of said conveyance is as follows: Said lands was purchased from said
Fort Worth Land and Street Railway Company by the following persons,
to-wit: J.W. Wray, E.E. Powell, Martin Casey, Dan Carey, R.E. Mc-
Anulty, Howard Tully, J.S. Leach, A.P. Lockett, John M. Wyatt, and
George L. Hurley, each of said persons paying 1/10 of the cash payment
and each of them have a corresponding 1/10 undivided interest in

(continued)

said land, and are liable as among themselves for 1/10 of the unpaid purchase money for the same, and those of said persons whose names do not appear as grantees in said deed of conveyance and whose signatures do not appear to said note, are to and hereby bind themselves to save and hold harmless, the said E.E.Powell, A.P.Luckett and Martin Casey, from the payment of any greater portion of the deferred payments for said land than will correspond and be in proportion to their respective interest in said land. Said deed of conveyance was made to said E.E.Powell, A.P.Luckett and Martin Casey, at the request of each of the ten persons and for the purpose of convenience in the sale and disposition of said property and we, the said E.E. Powell, A.P.Luckett, and Martin Casey, hereby acknowledge the trust as herein set forth and confided in us.

(signed) A.P.Luckett	Dan Carey	George L.Hurley
E.E.Powell	H.Tully	J.H.Leach
John W.Wray	John M.Wyatt	R.E.McAnulty.
Martin Casey.		

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Grantor: Martin Casey

Grantee: E.E.Powell

Release, dated June 7, 1901, filed June 14, 1901, and recorded in Book 143 page 155, in the office of the County Clerk of Tarrant County, Texas, Records of deeds.

Consideration: Payment of note.

Acknowledgement is in compliance with the statutes

Acknowledged by grantor on June 8, 1901, before Geo. Q. McGown, Notary public, Tarrant County, Texas. (seal)

Description and Remarks

Refers to deed recorded in Book 74, page 617, (shown on page ⁴⁸ hereof) and to the assumption by said Powell of certain notes, and to one note for \$5,000 secured by vendors lien retained therein, and recites: I hereby release and cancel the said vendors lien and confirm to the grantee in said deed and his assigns, the title to the following described premises, to-wit: An undivided 1/10 interest in the land described in deed from the Fort Worth Land and Street Railway Company to Martin Casey, et.al. dated Jan. 17, 1890, and recorded in Book 68, page 23, of Tarrant County Deed Records.

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In District Court of Tarrant County, Texas.

Frank E. Simpson, et. al.

vs

No. 6270

Ft. Worth Loan and Construction Co., et. al.

APPOINTMENT OF RECEIVER.

May 18, 1891.

In obedience to an order made requiring defendants to show cause if any why plaintiffs application for a Receiver should not be granted as prayed for, and the notices thereof having been duly served on all of the defendants citing them and each of them to appear before me on May 11, 1891, as of record is manifest, the parties plaintiffs and defendants the Fort Worth Loan and Construction Company and the Fort Worth Security and Construction Company appeared by solicitors and the defendants Thomas J. Hurley, made default.

Ordered that a Receiver be and he is hereby appointed to take charge and possession of all the assets and property whatsoever of the defendant the said Fort Worth Loan and Construction Co., the Fort Worth Security and Construction Company, ** and that said Receiver and his successor shall take into his possession and hold and administer under the direction of this Court, all the property and assets of said Companies.

Ordered that Thomas P. Martin be and he is hereby appointed Receiver and that he forthwith make a good and sufficient bond in the sum of \$20,000.

Recorded in Minutes of said Court, Book P, page 621.

In District Court of Tarrant County, Texas

Frank E. Simpson, et. al.

vs

No. 6270

The Fort Worth Loan and Construction Co., et. al.

JUDGMENT.

December 28, 1891

Recites appearance of plaintiffs and defendants and all intervenors. Court finds that defendants, the Fort Worth Loan and Construction Company, and the Fort Worth Security and Construction Co., are indebted to plaintiffs Frank E. Simpson and Helen Seely, in the sum of \$111,889.80 and that defendant T.J. Hurley is indebted to plaintiffs Frank E. Simpson and Helen Seely as endorsers on the notes herein sued on in the sum of \$101,643.50, and that said indebtedness is secured by a mortgage lien on the following land; Lots 9 and 10 in Block 108, according to the plat of the old Town of Fort Worth, Tarrant County, Texas, and the building thereon situated, created on August 26th 1889, by the Fort Worth Loan and Construction Company, executing its mortgage or deed of trust to secure the payment of said debt due as aforesaid by defendants, Fort Worth Loan and Construction Company, the Fort Worth Security and Construction Company, and T.J. Hurley, and that defendants, the Fort Worth Loan and Construction Company, the Fort Worth Security and Construction Company, and Thos. J. Hurley, endorser for said defendants are indebted to intervenor, the Reliance Wire Works Company, in the sum of \$1018.58, and that said sum is not secured by a lien on premises above described, except the general lien hereinafter mentioned and that defendants the Fort Worth Loan and Construction Company, and the Fort Worth Security and Construction Company are indebted to defendant the Electric Supply and Construction Company in the sum of \$2494.12 of which amount the sum of \$209.87, is secured by a lien on said lots above described, and the building thereon, inferior to plaintiffs mortgage lien and that defendants, the Fort Worth Loan and Construction Company, and the Fort Worth Security and Construction Company, are indebted to the intervenor the Cutter Manufacturing Company, in the sum of \$814.48, and that said amount is secured by a lien on the above described premises and the building thereon, which lien is inferior, subordinate and subject to plaintiffs said mortgage lien, and that the defendant the Fort Worth Loan and Construction Company, and the Fort Worth Security and Construction

(continued)

Company are indebted to intervenor, the Western Tube Company, in the sum of \$1138.20 and that the same is secured by a lien on the premises above described, superior to plaintiffs mortgage lien as to the building situated on said lots, but inferior and subject to said mortgage lien as to said lots; and that the defendant, the Fort Worth Loan and Construction Company, and the Fort Worth Security and Construction Company are indebted to the intervenor, the Paine Lumber Company, Ltd., in the sum of \$2476.91 of which amount the sum of \$1828.94 is secured by a lien on the premises above described superior to plaintiffs said mortgage lien as to the building on said lots, but inferior and subject to said mortgage lien as to the said lots and that defendant the Fort Worth Security and Construction Company is indebted to Mail Publishing Company, in the sum of \$494.50 and that the defendant the Fort Worth Loan and Construction Company is indebted to intervenor Murphy and Company, in the sum of \$281.76 principal, interest and attorneys fees, and that the defendant, the Fort Worth Security and Construction Company, and Thomas J. Hurley are indebted to F.A. Drew Glass Company, in the sum of \$105 principal, interest and attorneys fee and intervenor Bridge and Beach Manufacturing Company, dismiss their plea of intervention.

And it further appearing to the Court that the plaintiffs Frank E. Simpson, and Helen Seely and defendants the Mail Publishing Company and the Intervenor, the Reliance Wire Works, the Paine Lumber Company Limited, and the Cutter Manufacturing Company, and the Western Tube Company, the Electric Supply and Construction Company, as to its judgment except \$209.97 each have a lien concurrent and equal as between themselves to secure their said debts on the following described property to-wit: (property not under search herein)

Ordered that plaintiffs Frank E. Simpson, and Helen Seely recover of and from defendants the Fort Worth Loan and Construction Company The Fort Worth Security and Construction Co., \$111,889.80 with interest from date at 7% and that their said mortgage lien be and the same is hereby foreclosed as to Lots 9 and 10 in Block 108.

Ordered that plaintiffs Frank E. Simpson and Helen Seely do have and recover of and from defendant T.J. Hurley, \$101,643 with interest from date at 7%. Ordered that Intervenor, the Reliance Wire Works Company, do have and recover from defendants the Fort Worth Loan and Construction Company, and the Fort Worth Security and Construction Company, and against Thomas J. Hurley as endorser, \$1018.58 with interest from date at 8% and that the same is not secured by a lien on the above described premises except the general lien hereinafter mentioned.

(continued)

Ordered that defendant the Electric Supply and Construction Co., do have and recover of and from defendant the Fort Worth Loan and Construction Company, and the Fort Worth Security and Construction Co. \$2494.12, and that its lien on said lots 9 and 10 in Block 108 be and the same is hereby foreclosed.

Ordered that the Cutter Manufacturing Company do have and recover of and from the defendant, the Fort Worth Loan and Construction Company and the Fort Worth Security and Construction Company, \$814.48 with interest from date at 7% and that its lien on said lots above named and the building thereon situated, be and the same is hereby foreclosed.

Ordered that the intervenor, the Western Tube Company, do have and recover of and from defendants, the Fort Worth Loan and Construction Company and the Fort Worth Security and Construction Company, the sum of \$1158.20 and that its lien on said lots above named, and the building thereon be and the same is hereby foreclosed.

Ordered that intervenor, Murphy and Company, do have and recover of and from defendant the Fort Worth Security and Construction Co., \$281.76.

Ordered that Intervenor, the Paine Lumber Company, do have and recover of and from defendants, the Fort Worth Loan and Construction Company, and the Fort Worth Security and Construction Co., \$2475.91 with interest from date at 8% and that this intervenors lien on said lots 9 and 10, and on the building thereon situated, be and the same is hereby foreclosed, to secure the payment of said sum of \$1828.94, but no further.

Ordered that F.A. Drew Glass Company, do have and recover of and from the defendants the Fort Worth Security and Construction Company, and T.J. Hurley, the sum of \$105, with interest at 8%.

Ordered that the intervention of intervenor, the Bridge and Beach Manufacturing Company, be and the same is hereby dismissed, and that said Company, pay all costs by it incurred.

Ordered that Thomas P. Martin, Receiver herein, be and he is hereby authorized and empowered and directed to sell on the First Tuesday in Feb. 1892 to the highest bidder for cash, as under execution, said lots 9 and 10 in Block 108, and the building thereon situated, and the highest bidder shall deposit with the said Receiver, a certified check in the sum of \$10,000 which the Receiver shall deliver to the Clerk of this Court, together with his report of sale and upon the confirmation of said sale, the remainder of said bid shall be forthwith paid to the Clerk of this Court, and the proceeds arising from said sale shall be applied to the payment of all costs of the Receiver herein and one fourth of the remainder shall be applied to the payment of plaintiffs judgment against the defendants, the Fort Worth Loan and Construction Company, and the Fort Worth Security and Construction

(continued)

Company, and the remaining three fourths of said proceeds shall be applied to the payment of the Paine Lumber Company, Limited, judgment in so far as the same is secured by a lien on said building and to the payment of this judgment in favor of the Western Tube Company, the said Paine Lumber Company, Limited, the Western Tube Company, shall share rateably, in the distribution of the said three fourths of said proceeds and after their judgments secured by liens as aforesaid shall have been paid, then the remainder shall be applied to the payment of plaintiffs judgment, and if after it shall have been fully paid and satisfied, there be any remainder, it shall be applied first to the payment of the judgment herein in favor of the Cutter Manufacturing Company, and that part of the Electric Supply and Construction Company's judgment, which is secured by a lien on said lots 9 and 10, second to the payment of the Mail Publishing Company's judgment, the Reliance Wire Works, and the Fort Worth Electric Supply and Construction Company judgment not secured by furnishers lien. Third, rateably to the payment of Murphy and Company, and F.A. Drew Glass Company, and the remainder, if any, shall be paid to defendant, the Fort Worth Security and Construction Company.

Ordered that the said T.P. Martin, Receiver, be and he is hereby authorized, empowered and directed to sell the above described property in parcels included in Nos. 2 to 17 (not under search) for cash to the highest bidder on the First Tuesday in Feb. 1892, at the Court house door of Tarrant County, Texas, as under execution, and report such sales at once to this Court for its action, and upon the confirmation of such sale or sales, the purchaser or purchasers shall forthwith pay their respective bids to the Clerk of this Court, and the proceeds derived from such sale or sales shall be rateably distributed between plaintiffs and defendants, the Electric Supply and Construction Co., Mail Publishing Company, and Interveners, the Western Tube Company, Cutter Manufacturing Company, and Paine Lumber Company, as to any amount that may remain unpaid on their respective judgments as hereinabove provided, the remainder, if any shall be paid rateably to intervenors Murphy and Company, and F.A. Drew Glass Company, and the remainder, if any, shall be paid to defendant, the Fort Worth Security and Construction Company.

Ordered that T.P. Martin, Receiver, be and he is hereby empowered and directed to sell as under execution on the First Tuesday in Feb. 1892, all the property in his hands as Receiver of defendants, the Fort Worth Loan and Construction Company, and the Fort Worth Security and Construction Company of every description soever and report such sale to this Court and pay the proceeds to the Clerk of this Court, which shall be applied rateably to the payment of the judgments herein which may be unsatisfied. (continued)

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Ordered that the Receiver accompany his report of the sales herein directed by his final report showing his action herein. And any and all parties hereto whose judgments shall not be fully satisfied by sale of the properties hereinabove authorized may have their execution against the parties against whom they have their respective judgments.

Plaintiffs Frank E. Simpson, and Helen Seely except to this judgment in so far as the same affects intervenors, the Western Tube Co., and the Paine Lumber Co. Ltd., and in open Court give notice of appeal to the Supreme Court of the State of Texas, and the Paine Lumber Co., Ltd., the Electric Supply and Construction Co., the Reliance Wire Works and the Cutter Manufacturing Company, each excepts to this judgment in so far as the same decrees that they have no liens or subordinates their liens to plaintiffs mortgage lien and in open Court give notice of appeal to the Supreme Court of the State of Texas.

Ordered that plaintiff, William Butler, take nothing herein and that he be discharged and relieved from the execution of the trust on him imposed by the mortgage hereinabove referred to.

Defendant Hamlin M. Spiegas disclaims any and all interest, right or lien in to or upon the said lots 9 and 10 in Block 108, and the building thereon, but his rights as to any of the above described property shall not be affected thereby.

Marginal: Received of L.R. Taylor, District Clerk, the sum of \$1150.34 in full of judgment in favor of Western Tube Company. This March 14, 1892. Hunter, Stewart and Dunklin.

Marginal: Rec'd of L.R. Taylor, District Clerk, the sum of \$1854.96 being the amount of judgment in favor of Paine Lumber Company, Ltd., secured by lien on premises as herein stated. This March 4, 1892.

Field, West and Smith,
M.B. Harris, attorneys for Paine Lumber Co.

Recorded in Minutes of said Court, Book Q, page 331.

Grantor: Thomas P. Martin, Receiver of the Fort Worth Loan and Construction Company, and the Fort Worth Security and Construction Company.

Grantee: E.E. Powell

Receiver's deed, dated April 7, 1892, filed April 9, 1892, and recorded in Book 84 page 359, in the office of the County Clerk of Tarrant County, Texas Records of deeds.

Consideration: In consideration of the premises and \$1 paid.

Acknowledgement is in compliance with the statutes Acknowledged by Thomas P. Martin, Receiver of the Fort Worth Loan and Construction Company, and the Fort Worth Security and Construction Co., and in said capacity as Receiver, on April --- 1892, before L.R. Taylor Clerk District Court, Tarrant Co., Texas. (seal)

Description and Remarks

Whereas I, Thomas P. Martin, the duly and legally constituted and appointed Receiver, appointed by the Dist., Court of Tarrant Co., Tex. in Cause No. 6270, pending on the Docket of said Court entitled Frank E. Simpson et. al. vs. The Fort Worth Loan and Construction Co., and the Fort Worth Security and Construction Co. et. al. by virtue of a decree of said Court made and entered of record, on March 18, 1892, was duly authorized and ordered to sell at private sale for cash, the following described real estate: An undivided 1/20 interest in land in Tarrant Co., Tex., near the southern limits of the City of Fort Worth, and known as Fairmount Addition to said City, as shown by the plat of said Addition recorded in Vol. 63, page 25, Deed Records, Tarrant Co., Tex., and whereas pursuant to said order, I did sell the same to E.E. Powell, at private sale for \$1 cash, he being the highest and best bidder therefor; and whereas, I did make due report of said sale to said Court by my sworn report, filed in said cause, March 28, 1892, and whereas by order of said Court, made April 1, 1892, the said report of sale was received, recognized and confirmed, and I as Receiver as aforesaid, directed to execute and deliver to said purchaser a proper deed for said real estate upon his producing to me a certificate from the District Court of Tarrant Co., Tex., showing the payment of said sum of money so bid to said Clerk by said purchaser, and whereas the said E.E. Powell has delivered to me the receipt of said Clerk showing the said payment of money so bid by him ****

Do grant, bargain, sell and convey unto the said E.E. Powell the real estate above described.***

To have and to hold *** forever in fee simple.

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In District Court of Tarrant County, Texas

Frank E. Simpson, et. al.

vs No. 6270

The Fort Worth Loan and Construction Co., et. al.

ADDITIONAL INVENTORY AND ORDER OF SALE

March 18, 1892.

This day came on to be heard the prayer of the Receiver to sell at private sale, the property named in his supplemental inventory, filed March 16, 1892, of which said prayer is a part, to-wit: An undivided 1/20 interest in a certain tract of land in Tarrant Co., Texas, near the southern limits of the City of Fort Worth, known as Fairmount Addition to said City of Fort Worth, as shown by the plat of said Addition recorded in Book 63, page 25, Records of deeds of Tarrant County Texas.

Ordered that said Receiver be authorized and he is hereby directed to sell said real estate for cash at private sale and report his action in the premises to this Court for its approval.

Recorded in Minutes of said Court, Book Q, page 531.

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In District Court of Tarrant County, Texas

Frank E. Simpson, et. al.,
vs
The Fort Worth Loan and Construction Co., et. al. No. 6270

REPORT OF RECEIVER CONFIRMED
April 1, 1892

This day the motion of plaintiff asking that the report of the Receiver filed March 28, 1892, be confirmed coming on to be heard, which report is as follows:

"Now comes Thomas P. Martin, Receiver in the above styled cause and shows to the Court that pursuant to the decree in said cause entered of record March 18, 1892, he sold on March 24, 1892 at private sale the real estate in said decree described as follows: An undivided 1/20 interest in and to land in Tarrant County, Texas, near the southern limits of the City of Fort Worth, and known as Fairmount Addition to the said City of Fort Worth, as shown by plat of said Addition recorded in Book 63, page 25, Deed Records of Tarrant County, Texas, to E. E. Powell for \$1 cash, he being the highest and best bidder therefor.

** The Court hearing said motion and after examining said report and it appearing that the sale thereon reported was made in compliance with the previous order of this Court and in compliance with law, it is ordered that the said motion be and same is hereby granted and that the said sale be and same is hereby confirmed and the said Receiver, Thomas P. Martin, be and is hereby directed upon the payment by the purchaser of his bid to the Clerk of this Court, to at once execute said purchaser a deed to said property,*****

Recorded in Minutes of said Court, Book Q, page 559

Grantor: E.E.Powell, Martin Casey, and A.P.Luckett, for ourselves and as trustees of the County of Tarrant, State of Texas.

(signed) E.E.Powell,)
A.P.Luckett,) Trustees.
Martin Casey.)

Grantee: Nathan Powell

General Warranty deed, (vendors lien retained) dated Jan.17,1891, filed Jan.22,1891, and recorded in Book 74, page 189, in the office of the County Clerk of Tarrant County, Texas, Records of deeds.

Consideration: \$44,000 cash in hand paid by Nathan Powell and the further consideration of the assumption by the said Nathan Powell of the payment of certain promissory notes and interest thereon as follows:

1. One note for \$10,000 dated Dec.20,1890, executed by E.E.Powell, A.P.Luckett and Martin Casey, trustees, and endorsed by E.E.Chase, Sam Shortridge, R.E.McAnulty, J.W.Wray, Howard Tully, J.E.Mitchell, George L.Hurley, and Dan Carey, and due the National Branch Bank of Madison, Indiana.
2. One promissory note in the sum of \$5,000 dated Nov.14, 1890, executed by E.E.Powell, Martin Casey and A.P.Luckett, trustees and endorsed by E.E.Chase, R.E.McAnulty, Sam Shortridge, George L.Hurley, H.Tully, J.E.Mitchell and J.W.Wray, and due the Merchants National Bank four months after date thereof.
3. One promissory note in the sum of \$10,500 dated December 20 1890, executed by E.E.Powell, Martin Casey, and A.P.Luckett, trustees and endorsed by E.E.Powell, Martin Casey, A.P.Luckett and E.E.Chase, Sam Shortridge, George L.Hurley, John W.Wray, Howard Tully, J.E.Mitchell, Dan Carey, and R.E.McAnulty, and due the Fort Worth National Bank 30 days after date thereof.
4. One promissory note in the sum of \$8,500 due Jan.6,1891, executed by E.E.Chase, A.P.Luckett, R.E.McAnulty, Sam Shortridge, George L.Hurley, Howard Tully, J.E.Mitchell, Dan Carey, and J.W.Wray, and due 90 days after the date thereof.
5. One promissory note in the sum of \$7,500 dated January 6, 1891, executed by E.E.Chase, A.P.Luckett, R.E.McAnulty, Sam Shortridge, George L.Hurley, Howard Tully, J.E.Mitchell, Dan Carey and J.W.Wray.
6. The balance due on a certain vendors lien note of \$10,000 executed by E.E.Chase to Thomas Leach, on May 7, 1887, due four years after date, the said balance of said vendors lien note here assumed being \$2,125.33 and interest thereon from May 7, 1890 the same being a lien on the hereinafter described land.

(continued)

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7. One vendors lien note of \$11,800 dated May 7, 1887, executed by E.E. Chase to Thomas Leach, payable five years after the date thereof, the same being a lien on the hereinafter described land; and of the further consideration of the assumption of the said Nathan Powell of the payment of the taxes on the hereinafter described land for the year 1890, which said taxes amount to \$634.25.

Acknowledgement is in compliance with the statutes
Acknowledged by E.E. Powell, Martin Casey, and A.P. Lockett, for themselves and as trustees, and in the capacity therein expressed January 22, 1891, before George Massie, Notary public, Tarrant County Texas. (seal)

Description and Remarks.

Situated in Tarrant County, Texas, and near the southern limits of the City of Fort Worth, and known as the "Fairmount Addition" to the said City of Fort Worth, Texas, as shown by the plat of said Fairmount Addition, recorded in Vol. 63, page 25, of the Records of deeds for Tarrant County, Texas, said Addition being a part of the Joshua N. Ellis 640 acre survey, Patent No. 936, Vol. 11, saving and excepting from this conveyance however, all lots of land in said Addition heretofore conveyed by us.
All right, title and interest held by us for ourselves and as trustees in said lots heretofore conveyed by us are intended to be included in this conveyance.

On Jan. 17, 1891, E. E. Powell, et. al., executed and delivered to Nathan Powell, their certain deed recorded in Book 74, page 189 in the office of the County Clerk of Tarrant County, Texas, by which they conveyed certain land in the City of Fort Worth, known as Fairmount Addition, described in such instrument to which reference is here made for all purposes. As a part of the consideration for same, the said Nathan Powell assumed the payment amongst others of one certain promissory note described and designated in said deed as No. 3, for the sum of \$10,500 dated Dec. 20, 1890, executed by E. E. Powell and others as mentioned therein and due to the Fort Worth National Bank, 30 days after its date. Now the said note has long since been paid off and discharged, principal and interest.

In consideration thereof, we hereby release the said lien on said property and said note and agree that same be for naught held. This is intended to be a release in full of said note, as well as of the lien against the property described in said deed.

Dated this the 23rd day of June, 1904.

The Fort Worth National Bank,
By K. M. VanZandt, Pt. (seal)

Acknowledgement is in compliance with the statutes
Acknowledged by K. M. VanZandt, President of the Fort Worth National Bank of Fort Worth, Texas, in the capacity therein expressed, and set forth on June 23, 1904, before Morgan Bryan, Notary public, Tarrant County, Texas. (seal)

Filed June 30, 1904, and recorded in Book 191, page 463 in the office of the County Clerk of Tarrant County, Texas, Records of deeds.

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On Dec. 17, 1891, the undersigned Nathan Powell, received from E.E. Powell, et. al., deed afterwards recorded in Book 74, page 189, in the office of the County Clerk of Tarrant County, Texas, conveying a certain property situated in said County, as described in said deed, and known as Fairmount Addition, and as part of the consideration therefor assumed the payment of seven certain notes numbered and described as follows:

1. One note for \$10,000 dated Dec. 20, 1890, executed by E.E. Powell, A.P. Luckett and Martin Casey, trustees and endorsed by E.E. Chase, Sam Shortridge, and R.E. McAnulty, and J.W. Wray, and Howard Tully, J.E. Mitchell, George L. Hurley, and Dan Carey, and due the National Bank of Madison, Indiana.
2. One promissory note in the sum of \$5,000 dated Nov. 14, 1890, executed by E.E. Powell, Martin Casey, and A.P. Luckett, trustees, and endorsed by E.E. Chase, R.E. McAnulty, Sam Shortridge, George L. Hurley, and H. Tully, J.E. Mitchell and J.W. Wray, and due the Merchants National Bank four months after date thereof.
3. One promissory note in the sum of \$10,500 dated Dec. 20, 1890, executed by E.E. Powell, Martin Casey, and A.P. Luckett, trustees, and endorsed by E.E. Powell, Martin Casey, A.P. Luckett, and E.E. Chase, Sam Shortridge, George L. Hurley, John W. Wray, J.E. Mitchell, Dan Carey, and R.E. McAnulty, and due the Fort Worth National Bank of Fort Worth 30 days after date thereof, also endorsed by Howard Tully.
4. One promissory note in the sum of \$8500 due Jan. 6, 1891, executed by E.E. Chase, A.P. Luckett, R.E. McAnulty, Sam Shortridge, George L. Hurley, Howard Tully, J.E. Mitchell, Dan Carey and J.W. Wray, and due 90 days after the date thereof.
5. One promissory note in the sum of \$7500 dated Jan. 6, 1891, executed by E.E. Chase, A.P. Luckett, R.E. McAnulty, Sam Shortridge, George L. Hurley, Howard Tully, J.E. Mitchell, Dan Carey, and J.W. Wray.
6. The balance due on a certain vendors lien note of \$10,000 executed by E.E. Chase to Thomas Leach, on May 7, 1887, due four years after date, the said balance of said vendors lien note here assumed being \$2,123.33, and interest thereon from May 7, 1890, the same being a lien on the hereinafter described land.
7. One vendors lien note for \$11,800 dated May 7, 1887, executed by E.E. Chase to Thomas Leach, payable five years after date thereof, the same being a lien on the hereinafter described land.

(continued)

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Now I, the said Nathan Powell have paid each and all of said notes in full and do hereby make affidavit to such effect.

As further evidence of my having paid the same, I attach hereto all of said notes, save that designated as No. 3, for the sum of \$10,500 signed by E. E. Powell and others, to the Fort Worth National Bank, due 30 days after the date thereof, Dec. 20, 1893, which although having been paid by me, I have lost or mislaid same, but the said Fort Worth National Bank has given me a written release of it.

Nathan Powell

Sworn to and subscribed before me this 25th day of June, 1904
(seal) J. K. Weyer, Notary public, in and for Jefferson County,
Indiana.

Acknowledgement is in compliance with the statutes
Acknowledged by Nathan Powell, on June 25, 1904, before J. K. Weyer,
Notary public, Jefferson County, Indiana. (seal)

Filed for record June 20, 1904, and recorded in Book 192, page 244,
in the office of the County Clerk of Tarrant County, Texas, Records
of deeds.

Grantor: E.E.Powell, Martin Casey, and A.P.Luckett, for ourselves and as trustees.

Grantee: Nathan Powell

General Warranty deed, (vendors lien retained) dated ---- day of January, 1891, filed April 2, 1891, and recorded in Book 70, page 493, in the office of the County Clerk of Tarrant County, Texas Records of deeds.

Consideration: \$44,000 paid, and in further consideration of the assumption by the said Nathan Powell of the payment of certain promissory notes and interest thereon as follows, to-wit:

- 1. One note for \$10,000 dated December 20, 1890, executed by E.E.Powell, A.P.Luckett, and Martin Casey, trustees and endorsed by E.E.Chase, Sam Shortridge, R.E.McAnulty, J.W.Wray, Howard Tully, J.E.Mitchell, George L.Hurley and Dan Carey, and due the National Branch Bank of Madison, Indiana.
- 2. One note for \$5,000 dated Nov. 14, 1890, executed by E.E.Powell, Martin Casey, and A.P.Luckett, trustees and endorsed by E.E.Chase, R.E.McAnulty, Sam Shortridge and George L.Hurley H.Tully, J.E.Mitchell and J.W.Wray, and due the Merchants National Bank four months after date thereof.
- 3. One promissory note for \$10,500 dated Dec. 20, 1890, executed by E.E.Powell, Martin Casey, A.P.Luckett, trustees and endorsed by E.E.Powell, Martin Casey, A.P.Luckett, E.E.Chase, Sam Shortridge, George L.Hurley, John W.Wray, Howard Tully, and J.E.Mitchell, Dan Carey and R.E.McAnulty, and due the Fort Worth National Bank, 30 days after date thereof.
- 4. One note in the sum of \$8500, dated Jan. 6, 1891, executed by E.E.Chase, A.P.Luckett, R.E.McAnulty, Sam Shortridge, Geo.L.Hurley, Howard Tully, J.E.Mitchell, Dan Carey, and J.W.Wray, and due 90 days after the date thereof.
- 5. One promissory note in the sum of \$7500, dated January 6, 1891 executed by E.E.Chase, A.P.Luckett, R.E.McAnulty, Sam Shortridge

(continued)

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George L. Hurley, Howard Tully, J. E. Mitchell, Dan Carey and J. W. Wray.

6. The balance due on a certain vendors lien note of \$10,000, executed by E. E. Chase to Thomas Leach, on May 7, 1887, due four years after date, the said balance of said vendors lien note here assumed being \$2,123.33 and interest thereon from May 7, 1890, the same being a lien on the hereinafter described land.

7. One vendors lien note of \$11,800 dated May 7, 1887, executed by E. E. Chase to Thomas Leach, payable five years after the date thereof, the same being a lien on the hereinafter described land. And in further consideration of the assumption by the said Nathan Powell of the payment of the taxes on the hereinafter described land.

State of Texas,)
County of Tarrant.) Before me, --- a Notary public in and for Tarrant County, Texas, on this day personally appeared E. E. Powell, Martin Casey, and A. P. Lockett, for themselves and as trustees 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, and in the capacity therein expressed.

Given under my hand and seal of office, this --- day of January, A. D. 1891.

Description and Remarks.

Situated in Tarrant County, Texas, near the southern limits of the City of Fort Worth, and known as the "Fairmount Addition" to the said City of Fort Worth, Texas, as shown by the plat of said Fairmount Addition, recorded in Vol. 63, page 25, of records of deeds for Tarrant County, Texas, said addition being a part of the Joshua N. Ellis 640 acre survey, Patent No. 936, Vol. 11, saving and excepting from this conveyance, however, all lots of land in said Addition heretofore conveyed by us.

All right, title and interest held by us for ourselves and as trustees in said lots heretofore conveyed by us are intended to be included in this conveyance.

(The above deed is unsigned)

(continued)

State of Texas,)
County of Tarrant.) Know all men by these presents that we,
the undersigned do hereby authorize A.P.Luckett, E.E.Powell
and Martin Casey, for themselves and as trustees for us, to
sign, acknowledge and deliver to the grantee therein named, the
deed a copy of which is hereto attached.

This the 17th day of January, A.D. 1891.

George L.Hurley, E.E.Chase, John M.Wyatt
A.P.Luckett J.E.Mitchell H.Tully
S.A.Shortridge R.E.McAnulty John W.Wray
Dan Carey E.E.Powell
Dan Carey, per J.Grant Jones.

Acknowledged by John W.Wray, E.E.Chase, Geo.L.Hurley, John M.
Wyatt, A.P.Luckett, R.E.McAnulty, Dan Carey, S.A.Shortridge,
J.E.Mitchell, Howard Tully, and E.E.Powell, on April 2, 1891, before
W.L.Ligon, Notary public, Tarrant County, Texas. (seal)
Acknowledgement is in compliance with the statutes.

The State of Texas, }
County of Tarrant. }

Know all men by these presents that whereas on the 17th day of January, 1891, E. E. Powell, Martin Casey, and A. P. Lockett, for themselves and as trustees for John W. Wray, E. E. Chase, John M. Wyatt, R. E. McAnulty, Howard Tully, J. E. Mitchell, Dan Carey, S. A. Shortridge, and Geo. L. Hurley, and the Fort Worth Security and Construction Company, the said Hurley and the said Company representing the same interest, conveyed to Nathan Powell, the premises in the said instrument described, which is of record in Vol. 74, page 189, to which reference is made for all purposes, and whereas in the said deed of conveyance there was set out and fully described certain indebtedness which were by its terms made a part of the consideration for the said conveyance to the said Powell, and which was by the said conveyance specially assumed by him and was made the debt of the said vendee, and he was personally liable and bound for its payment according to the reading and legal effect of the said indebtedness as set out and described and whereas the said Nathan Powell on the 4th day of Feb. 1891, conveyed an undivided one half interest in the above described and mentioned property to E. E. Powell, who assumed one half of the said outstanding indebtedness said conveyance of record in Records of said County, Vol. 73, page 532, to which reference is made for all purposes, and whereas the said Nathan Powell, and the said E. E. Powell, have paid off and discharged all of said indebtedness in said first deed mentioned and described therein, according to the legal effect and tenor of the same, and the same are free from any manner of lien by reason thereof;

Now therefore, we, the said Trustees who owned an interest in said property joined by the said beneficiaries and trustees names who owned an interest, E. E. Powell and A. P. Lockett, Martin Casey having previously sold to said E. E. Powell, and beneficiaries named as John W. Wray, E. E. Chase, John M. Wyatt, R. E. McAnulty, and Howard Tully, J. E. Mitchell, Dan Carey, S. A. Shortridge, George L. Hurley and the Fort Worth Construction and Security Company, being all the persons interested in the said premises and property and owning the entire tract, in consideration of the payment of the aforesaid indebtedness do hereby jointly and severally release the said premises unto the said Nathan Powell and confirm to the said Nathan Powell and his assigns, the title to the said first mentioned and described premises, fully acquitted and discharged of any lien by reason of the said indebtedness.

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Witness our hands this 1st day of April, 1891.

(signed) John W. Wray, E. E. Powell, E. E. Chase,
A. P. Lockett, S. A. Shortridge, Dan Carey
George L. Hurley R. E. McAnulty, H. Tully
J. E. Mitchell, John M. Wyatt

Attest: Willis H. Post, Secy. Ft. Worth Security and Construction
Company, George L. Hurley, President. (seal)

State of Texas,)
County of Tarrant) Before me, W. L. Ligon, a Notary public within
and for said County and State on this day personally appeared
John W. Wray, E. E. Powell, S. A. Shortridge, A. P. Lockett, Dan Carey
Fotr Worth Security and Construction Company, by its President,
Geo. L. Hurley, Geo. L. Hurley, R. E. McAnulty, H. Tully, J. E. Mitchell
and John M. Wyatt, each and all of whom are well known to me to
be the persons whose names appear to the foregoing instrument
of writing, and all and each of said parties for himself in-
dividually and respectively acknowledged to me that he had
signed, executed and delivered said instrument of writing for
the purposes and consideration therein named, and the said Geo.
L. Hurley, President of the Fort Worth Security and Construction
Company to me acknowledged said instrument of writing to be the
act and deed of ---- Company, executed and delivered by said
Company, for the uses and purposes therein stated, to certify
all of which I hereto set my hand and official seal this 16th
day of April, 1891.

(seal) W. L. Ligon, Notary public, Tarrant County, Texas.

Filed for record April 16, 1891, and recorded in Book 70, page 530,
in the office of the County Clerk of Tarrant County, Texas, Records
of deeds.

State of Texas,)
 County of Tarrant.) Know all men by these presents that where-
 as E.E.Powell,A.P.Luckett, and Martin Casey, for themselves and as
 trustees,did on January 17,1891, sell and convey unto Nathan
 Powell,by deed dated on said date, and of record in Book 74,
 page 189,of Deed Records of Tarrant County,Texas,(to which
 said deed and the record thereof, reference is hereby made
 for the particulars thereof) all that certain tract of land
 known as "Fairmount Addition," to the City of Fort Worth,Texas,
 save and except that portion of said Addition, which to the date
 of said conveyance has been conveyed by the grantors therein.

Now therefore,this is to witness that I, the said Nathan
 Powell,for an in consideration of the sum of \$25,000 to me
 in hand paid,and the further consideration of the assumption
 by the said Powell of the payment of 1/2 of all incumbrances
 now existing against said land and for which I am held and
 bound, have granted,bargained,sold and conveyed,and by these
 presents do grant,bargain,sell and convey unto the said E.E.
 Powell,an undivided 1/2 interest in all and singular the whole
 of said land so conveyed as aforesaid to me.

To have and to hold said undivided 1/2 interest in said
 property unto the said E.E.Powell,and his heirs and assigns
 forever, and we,the said Nathan Powell and E.E.Powell,have this
 day, and do by these presents, each make,constitute and appoint
 the other his lawful attorney in fact,with full power to in
 the name of each other and for himself, that is to say,Nathan
 Powell for himself and as attorney for E.E.Powell and vice versa
 to sell and convey with or without warranty,said property or
 any portion thereof,upon such terms and conditions and to such
 persons as to either of them conveying for himself and as attor-
 ney for the other may seem best,each of us hereby ratifying
 and confirming any and all acts which each of us may lawfully
 do hereunder, and for himself and as attorney in fact for the
 other of us.

Witness our hands on this 4th day of February,1891.
 (signed) Nathan Powell
 E.E.Powell. (continued)

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Acknowledgement is in compliance with the statutes

Acknowledged by Nathan Powell and E.E.Powell,February 4,1891,be-
fore N.B.Moore,Notary public,Tarrant County,Texas. (seal)

Filed for record February 4,1891,and recorded in Book 73,page
532, in the office of the County Clerk of Tarrant County,Texas
Records of deeds.

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Grantor: Nathan Powell

Grantee: E.E. Powell

Power of attorney, dated May 20, 1892, filed December 6, 1892, and recorded in Book 1, page 378, in the office of the County Clerk of Tarrant County, Texas, Records of Powers of attorney.

Acknowledgement is in compliance with the statutes
Acknowledged by Nathan Powell on May 20, 1892, before Simeon E. Leland, Notary Public, Jefferson County, Indiana. (seal)

Description and Remarks.

In my name, place and stead to sell any or all of the lands of which I am seized and possessed, situated in Tarrant County, Texas and particularly known and described as a suburban Addition to Fort Worth, and known as Fairmount Addition to said City. I do authorize and empower said Powell to make due and legal conveyance of any of the said lands with or without covenants of warranty to any purchaser or purchasers thereof, to make deeds of release to any property that has been or may hereafter be sold and to do and perform every act necessary to be done in the sale of said lands, I do hereby ratify and confirm each and every act, deed and thing done by the said Powell in virtue of the authority here given and granted. This power of attorney relates only to my said lands in said Fairmount Addition.

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Grantor: E.E. and N. Powell

Grantee: Fairmount Land Company

General warranty deed, (vendors lien retained) dated July 2, 1904, filed July 12, 1904, and recorded in Book 200 page 75, in the office of the County Clerk of Tarrant County, Texas, Records of deeds.

Consideration: \$50,000; \$5,000 paid, and nine notes of even date herewith for \$5,000 each, due in one, two, three, four, five, six, seven, eight and nine years after date, with 6% interest per annum.

Acknowledgement is in compliance with the statutes
Acknowledged by both grantors on July 2, 1904, before J.K. Weyer, Notary public, Jefferson County, Indiana. (seal)

Description and Remarks

Lots 5 to 16 inclusive in Block 9 in Fairmount Addition to the City of Fort Worth, Tarrant County, Texas. (and other lands)

Whereas E.E.Powell and Nathan Powell, by deed dated July 2,1904, and recorded in Vol.200 page 75,of the records of deeds for Tarrant County Texas, conveyed to the Fairmount Land Company, certain lots and block of land in the Fairmount Addition to the City of Fort Worth,in Tarrant County,Texas,and whereas it is advantageous to the Company to place said land on the market for sale in lots and Blocks;

Therefore be it resolved by the Board of Directors of the Fairmount Land Company, that said Company proceed to make sale of said land in lots or blocks or in such parcels and tracts as the President of the Company deems most to the advantage of the Company, and for such consideration or considerations and in such terms and conditions whether for cash or on credit, or for part cash or part on credit as the President of the Company shall deem most advantageous to the Company.

Be it further resolved by the Board of Directors of said Company that the President of the Fairmount Land Company, be and hereby is fully authorized,empowered and directed to proceed to sell said land in lots or blocks or in such parcels and for such consideration or considerations and on such terms and conditions,whether for cash or on credit, or partly for cash,and partly for credit, as to him shall seem most to the advantage of the Company; that the President of said Company, be and hereby is fully authorized,empowered and directed to duly make,sign,execute,acknowledge for registry and deliver to the purchaser or purchasers of said land, a deed or deeds of conveyance with or without covenants of warranty of title and with such covenants or conditions or both as may seem best to him; that the President of the Company, be and hereby is authorized,empowered and directed to receive the purchase money on all such sales and to make,sign,execute duly acknowledge for registry and deliver to such purchaser or purchasers, releases of the vendors lien or other lien or liens on any lands heretofore or hereafter sold and conveyed by the Company and that the President of the Company be and hereby is authorized,empowered and directed to affix to any and all such deeds of conveyance and releases the corporation seal of the Company.

Be it further resolved that the acts of the President of the Company in making sales and making,signing,executing,acknowledging for registry and delivery,deeds and releases heretofore to any of the lands described in said deed and in affixing the corporate seal of the Company thereto be and hereby are fully ratified and confirmed in all particulars and respects.

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We, the undersigned President and Secretary of the Fairmount Land Company, do hereby certify that the foregoing is a true and correct copy of the resolution passed at a duly called and constituted meeting of the Board of Directors of the Company, held on the 16th day of April, A.D. 1906.

Attest: B.L. Waggoman, President of Fairmount Land Co.,
L.G. Gillette, Secretary. (seal)

Acknowledgement is in compliance with the statutes
Acknowledged by B.L. Waggoman, as the President and L.G. Gillette, as the Secretary of the Fairmount Land Company, and in the capacity therein expressed, on April 16, 1906, before W.L. Ligon, Notary public, Tarrant County, Texas. (seal)

Filed April 17, 1906, and recorded in Book 242, page 192, in the office of the County Clerk of Tarrant County, Texas, Records of deeds.

LETTER OF ADMINISTRATION

I, R.S. Bingham, Clerk of the Circuit Court for the County of Jefferson in the State of Indiana, do hereby certify that administration of the estate of Nathan Powell, late of Jefferson County, deceased, who died intestate, is granted to Madison Safe Deposit and Trust Company, and the said Madison Safe Deposit and Trust Company, having qualified and given bond as such administrator is duly authorized to take upon itself the administration of such estate according to law.

Witness my hand and seal of said Court, this 14th day of March, 1905. R.S. Bingham, C.C.C. of Jefferson County. (seal)

State of Indiana,) SS.
Jefferson County.) I, R.S. Bingham, Clerk of the Circuit Court, within and for the County of Jefferson, in the State of Indiana, and legal custodian of the files and records of said Court, hereby certify the annexed and foregoing to be a true and correct copy of the letters issued to Madison Safe Deposit and Trust Company, as administrator of the estate of Nathan Powell late of said County, deceased, as the same appears of record in my office.

In witness whereof, I have hereunto set my hand and affixed my seal of said Court, at my office, in the City of Madison, this 5th day of March, 1906. R.S. Bingham, Clerk of the Jefferson Circuit Court. (seal)

State of Indiana,) SS.
Jefferson County.) I, Hiram Francisco, sole presiding Judge of the Circuit Court of Jefferson County, in the State of Indiana, do hereby certify that R.S. Bingham, whose name is subscribed to the foregoing certificate of attestation now is and was at the time of signing and sealing said certificate, the Clerk of the Circuit Court of Jefferson County, Indiana, and keeper of the records, files and seals thereof, duly elected and qualified to office, and that full faith and credit should be given to all his official acts as such Clerk and that his said signature is genuine and said attestation is in due form of law and by the proper officer.

Given under my hand at the City of Madison, in said Jefferson County, this 5th day of March, 1906.
Hiram Francisco, Judge of the Jefferson County Circuit Court.

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State of Indiana) SS.

Jefferson County.) I, R.S. Bingham, Clerk of the Circuit Court, within and for said Jefferson County, hereby certify that the Honorable Hibam Francisco, whose name is subscribed to the annexed and foregoing certificate was at the time of signing the same, and now is the sole presiding judge of the Circuit Court of Jefferson County, in the State of Indiana, duly elected, commissioned and qualified as such Judge, and that his said signature is genuine.

In witness whereof, I have hereto signed my name and affixed the seal of said Court, this 5th day of March, 1906.

R.S. Bingham, Clerk of the Jefferson Circuit Court. (seal)

Filed April 4, 1906 and recorded in Book 219, page 214, in the office of the County Clerk of Tarrant County, Texas, Records of deeds.

State of Indiana,) SS.
Jefferson County.) In the Jefferson Circuit Court, March Term, 1906.

In the Matter of the Estate of Nathan Powell, deceased.

Now comes Madison Safe Deposit and Trust Company, administrator of the estate of said decedent, and makes and files the following petition, to-wit:

State of Indiana,)
Jefferson County.) In the Jefferson ~~Circuit~~ Circuit Court, March Term, 1906.

In the matter of the Estate of Nathan Powell, deceased.

Petition for order to release vendors liens on real estate in the State of Texas.

Comes now Madison Safe Deposit and Trust Company, and shows to the Court that on the 14th day of March, 1905 it was duly appointed as the administrator of the estate of Nathan Powell, late of said County and State, deceased, and is now acting in such capacity. That during the life time of decedent, he and his brother, E.E. Powell of Madison, Indiana, being the joint owners of a number of lots of land lying in the City of Fort Worth, in the State of Texas, sold and conveyed the same to the Fairmount Land Company, of said City and State, retaining vendors liens thereon a for a part of the purchase money. That afterwards on the 21st day of December, 1904, said E.E. Powell and Nathan Powell, at the request of said Fairmount Land Company, and in order to assist the said Fairmount Land Company, in the disposal of said lots made to it a proposition in writing, stating certain conditions upon which they would grant releases of said vendors liens, upon said lots, a copy of which proposition reads as follows, to-wit:

Madison, Ind. 12-21-04.

The Fairmount Land Co.,
Fort Worth, Texas.

Gentlemen:

At the request of your Mr. Gillette, we hereby agree to grant you releases on Fairmount lots on the following terms and conditions: Will release lots as you sell them, you in no case to sell on a cash payment smaller than One Hundred (100) Dollars, for each Fifty (50) foot lot, all cash payments to be sent us for proper credit on your notes to us, and all vendors lien notes received by you, from purchase of lots to be endorsed over to and held by us as collateral to your notes, and to be credited on same when paid. In case sales are made for all cash, you to send us not less than Two Hundred (200) Dollars of the cash consideration on each 50 foot lot for credit on your notes. No lots are to be sold for less than Two Hundred (200) Dollars per fifty foot, unless with our consent -. You are to pay us One Dollar for each release, given to cover notary fees.

(continued)

Please write us accepting the above arrangement.

Yours truly,

(signed) E.E. and N. Powell

And that afterwards, to-wit: on the 27th day of December, 1904, said Fairmount Land Company, accepted said proposition in writing as follows:

Fort Worth, Texas, Dec. 27, 1904.

Messrs E.E. and N. Powell,
Madison, Indiana.

Gentlemen:

Replying to your favor of the 21st inst., relative to releasing lots in Fairmount Addition. We wish to thank you for granting us the terms and conditions therein stated, which are entirely satisfactory with us.

Yours very truly,

(signed) Fairmount Land Company,

Gillette.

Said administrator now shows to the Court that in order to facilitate the collection of said vendors liens and settlement of said estate, it is necessary that the Court should make an order authorizing and directing said administrator to join with said E.E. Powell in the execution of said releases of said vendors liens and the acceptance of the proceeds of same, whether in cash or in vendors lien notes, to be placed as collateral security to the original notes of said Fairmount Land Company, given for purchase money on said lots.

Wherefore said administrator now prays an order of the Court accordingly.

Madison Safe Deposit and Trust Company,
Administrator of the estate of Nathan Powell, deceased,
By W.H. Powell, President.

And the Court having seen and examined said petition and being fully advised in the premises, finds the same should be granted.

It is therefore ordered and adjudged by the Court that said petition be and the same is hereby allowed and granted, and that said administrator be and it is hereby authorized to join with said E.E. Powell in the release of said vendors liens and acceptance of proceeds of same, whether in cash or not.

State of Indiana,) SS
Jefferson County.) I, Robert S. Bingham, Clerk of the Circuit Court,
within and for the County of Jefferson, in the State of Indiana, and
legal custodian of the files and records of said Court, hereby certify
the annexed and foregoing to be a true and correct copy of the peti-
tion, order and decree of said Court in the matter of the estate of
(continued)

Nathan Powell, late of said County, dec'd directing and authorizing the Madison Safe Deposit and Trust Company, as administrator of said estate to join with E.E. Powell, in the execution of certain releases of vendors liens and the acceptance of the proceeds of certain releases of vendors lien, upon certain real estate in the City of Fort Worth, in the State of Texas, heretofore sold to the Fairmount Land Company of Fort Worth, Texas, and which proceedings were had in said Court on the 8th judicial day of the March Term, 1906, there to-wit: March 28, 1906, and which petition, order and decree are recorded in Probate order Book 14, page 378, et. seq. thereof of said Court.

In witness whereof, I have hereunto set my hand and affixed the seal of said Court, at my office in the City of Madison, this 28th day of March, 1906.

R.S. Bingham, Clerk of the Jefferson Circuit Court. (seal)

State of Indiana,)
Jefferson County.) I, Hiram Francisco, sole presiding judge of the Circuit Court of Jefferson County, Indiana, do hereby certify that Robert S. Bingham, whose name is subscribed to the foregoing certificate of attestation now is and was at the time of signing and sealing said certificate the Clerk of the Circuit Court of Jefferson County, in the State of Indiana, and keeper of the records, files and seals thereof duly elected and qualified to office, and that full faith and credit should be given to all his official acts as such Clerk, and that his said signature is genuine and said attestation is in due form of law and by the proper officer.

Given under my hand at the City of Madison, in said Jefferson County, this 28th day of March, 1906.

Hiram Francisco, Judge of the Jefferson Circuit Court.

State of Indiana,) SS.
Jefferson County.) I, Robert S. Bingham, Clerk of the Circuit Court, within and for said Jefferson County, hereby certify that the Hon. Hiram Francisco, whose name is subscribed to the annexed and foregoing certificate was at the time of signing the same and now is the sole presiding judge of the Circuit Court of Jefferson County, in the State of Indiana, duly elected, commissioned and qualified, as such Judge, and that his said signature is genuine. In witness whereof, I have here-to signed my name and affixed the seal of said Court, this 28th day of March, 1906.

R.S. Bingham, Clerk of the Jefferson Circuit Court. (seal)

Filed April 4, 1906, and recorded in Book 243, page 51, in the office of the County Clerk of Tarrant County, Texas, Records of deeds.

Fort Worth and Tarrant County Land Title Office

Page No. 82 Abstract No. _____

E.E.Powell et al
 To) Partial R.V.L.
 Fairmount Land Co

On July 2nd 1904, E.E. and N. Powell, delivered their certain Warranty Deed bearing that date afterwards recorded in Book No. 200 Page No. 75, Deed Records of Tarrant County, Texas, whereby they conveyed to the Fairmount Land Company certain property described in said deed and in part payment therefore said Company executed certain Vendor's Lien notes, which are still the property of the said Powells.

Now in consideration of the payment of one Dollar in hand paid, receipt of which is hereby acknowledged, we, the said Powells do hereby release and cancel the lien aforesaid on Lots Nos seven to Twelve inclusive of Block No. Nine (9) of Fairmount Addition to the City of Fort Worth, Tarrant County, Texas.

This is to be a partial release only, good as to said six lots along, and it is not to effect the said Vendor's Lien as to any other part of the property conveyed by said deed.

Witness our hands this the 10th day of March A.D.1906.

E.E.Powell.
 Madison Safe Deposit and Trust Co., Administrator of the
 estate of Nathan Powell, deceased.

(seal) By W.G.Powell, President.

(continued)

Fort Worth and Tarrant County Land Title Office

Page No. 83 Abstract No. _____

Acknowledgment is in compliance with the Statutes.

Acknowledged by E.E.Powell, on the 10th March 1906, before Edna F.Sherlock
Notary Public, Jefferson County, Indiana. (seal)

The State of Indiana
County of Jefferson | Before me, Edna F. Sherlock, a Notary Public in and for
Jefferson County, Indiana, on this day personally appeared W.G.Powell, Pres-
ident of the Madison Safe Deposit & Trust Company, a corporation of said
County and State which is known to me to be the Administrator of the estate
of Nathan Powell deceased and known to me to be the person whose name is sub-
scribed to the foregoing instrument and acknowledged to me that he executed
the same for the purposes and consideration therein expressed, and in the
capacity therein stated, and as the act and deed of the Administrator of the
said estate, and as the act and deed of the Madison Safe Deposit & Trust Company
and it bind it, and to bind it as Administrator and to bind the said estate
of Nathan Powell, deceased.

Given under my hand and seal of office, this the 10th day of March A.D.
1906.

(seal)

Edna F. Sherlock, Notary Public Jefferson County
Indiana.

My commission expires Feb 7, 1908.

Filed April 18, 1906 and recorded in Book 222, page 490, in the office of **h**
the County Clerk of Tarrant County, Texas, Records of Deeds.

Fort Worth and Tarrant County Land Title Office

Page No. 84

Abstract No. _____

Grantor: Fairmont Land Company.
(Signed) Fairmont Land Company
By B. L. Waggoman, President (seal)

Attest: L.G. Gillette, Secty.

Grantee: J.W.Broad.

General Warranty Deed dated the 29th March A.D.1906, filed the 6th April 1906 and recorded in Book 228, page 333, in the office of the County Clerk of Tarrant County, Texas, Records of Deeds.

Consideration: \$4500.00 paid, the receipt whereof is hereby acknowledged.

Acknowledgment is in compliance with the Statutes.

Acknowledged by B.L. Waggoman, President and L.G.Gillette, Secretary of the Fairmont Land Company, on the 3rd day of April A.D.1906, before J. T. Anderson Notary Public Tarrant County, Texas. (seal)

Description and ^Remarks.

All that certain tract or parcel of land, lying and being situated in the County of Tarrant and State of Texas, and described as follows, to-wit:
(Here follows description of lots in the City of Fort Worth, among which is the following: Lots 9 and 10, Block 9, Fairmount Addition to said City of Fort Worth.

ABSTRACT OF JUDGMENT.

Plaintiffs: Rhodes Fisher, Fred Carlton and Mrs. S. K. Robertson
Defendants: E. E. Powell, et. al. In District Court of Tarrant
County, Texas. Dated Nov. 19, 1895, No. 7618. Amount: For cer-
tain lands in controversy and for costs. Amount of costs,
\$819.95. Filed Jan. 21, 1896, and recorded in Book 5, page 112, in
the office of the County Clerk of Tarrant County, Texas, Records
of Abstracts of Judgments.

Grantor: T. W. Gregory for myself and as attorney of record for
Plffs, R. L. Carlock, as attorney for plaintiffs.
(signed) T. W. Gregory
R. L. Carlock.

Grantee: E. E. Powell

Release, dated --- filed Dec. 7, 1896, and recorded in Book 118, page
621, in the office of the County Clerk of Tarrant County, Texas,
Records of deeds.

Consideration: \$1 paid and in consideration of the premises.

Acknowledgements are in compliance with the statutes, except that
T. W. Gregory and R. L. Carlock do not acknowledge in any capacity.
Acknowledged by T. W. Gregory on Oct. 17, 1896, before G. W. Allen,
Notary public Travis County, Texas. (seal)
Acknowledged by R. L. Carlock, on Oct. 19, 1896, before Samuel Rosenfeld
Notary public, Tarrant County, Texas. (seal)

Description and Remarks.

Refers to Abstract of judgment, styled Rhodes Fisher, et. al., vs. W. A
Archer et. al. No. 7618, recovered in the District Court of Tarrant
County, Texas, said abstract of judgment recorded in Book 5, page
112, Abstract of Judgment records of Tarrant County, Texas, and re-
cites: ***** Do hereby release the said E. E. Powell from said
judgment for costs and release and cancel the said judgment lien
as to said E. E. Powell, but no further.

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The Fort Worth and Tarrant County Abstract Company,

Status as to certificate.

State of Texas,)
County of Tarrant,) I, R.L. Rogers, Clerk of the County Court and ex
officio Clerk of the Commissioners Court of Tarrant County, Texas,
hereby certify that the Fort Worth and Tarrant County Abstract
Company, formerly known as the Fort Worth Land Security Company of
Fort Worth, Texas, has in all things complied with Chapter 92 of the
laws passed by the 22nd Legislature, 1891 of the State of Texas,
shown by the contract of said Company, approved by the Commission-
ers Court of Tarrant County, Texas, on the 11th day of February,
1892, and filed and entered of record in the Minutes of said Court,
in Vol. 7, page 215 to 221, and that said order was passed at a regu-
lar term of said Court, all the members thereof being present and
which said Minutes have been approved and signed by the County
Judge of said County.

Witness my hand and the seal of said Court, at my office in
the City of Fort Worth, Texas, this the 5th day of Oct. 1904.

R.L. Rogers, Clerk of the County Court, and ex officio Clerk
of the Commissioners Court, of Tarrant County, by J.F. Prosser,
Deputy. (seal)

Filed for record Oct. 8, 1904, and recorded in Book 197, page 446 in
the office of the County Clerk of Tarrant County, Texas, Records
of deeds.

Fort Worth and Tarrant County Land Title Office

Page No. 87

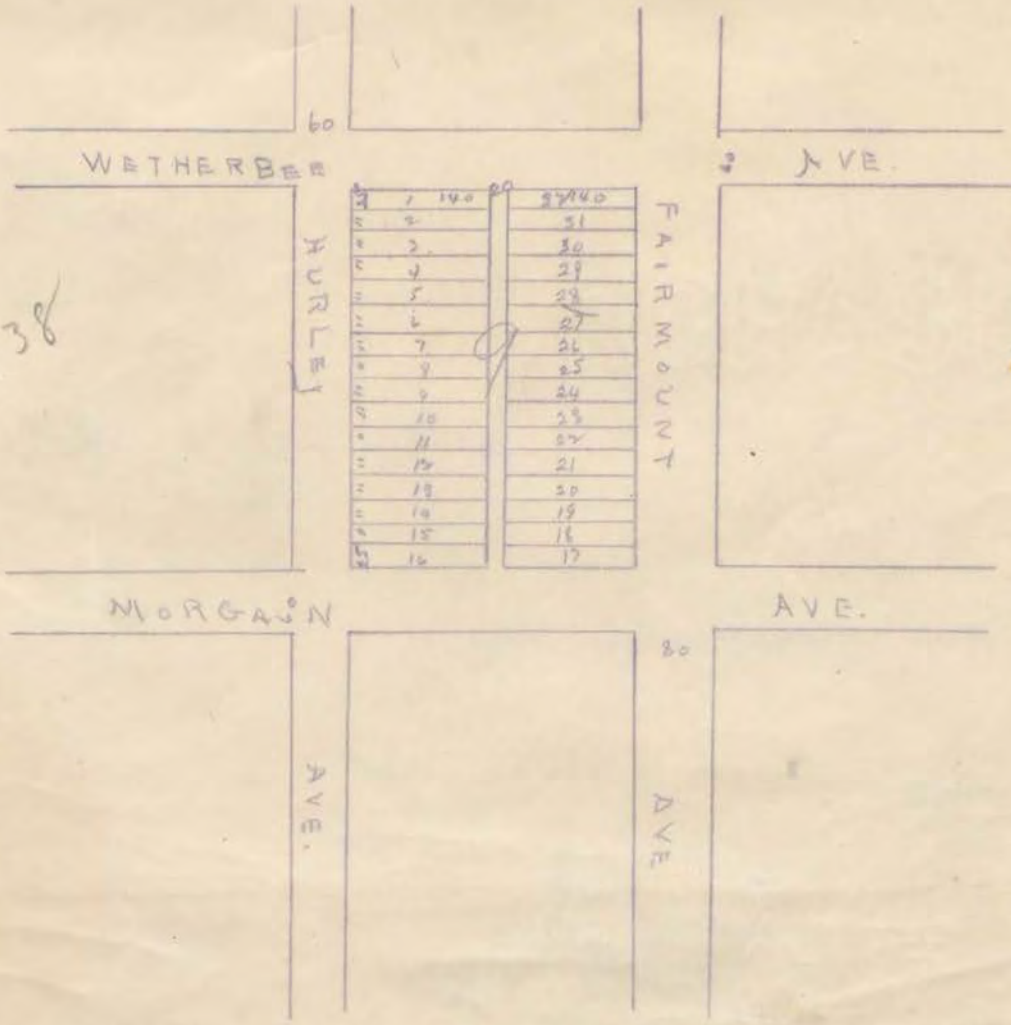
Abstract No. _____

STATEMENT OF TAXES

All taxes appear to have been paid up to and including the year 1906.

Note: The above statement, as to State and County taxes, is based on the New Delinquent Tax Record No 4 adopted by the Commissioners Court of Tarrant County, Texas, on October 16, 1903, which covers the years 1885 to 1902 inclusive, and no search is made for State and County taxes beyond said record.

88



See location
on page 37 & 38

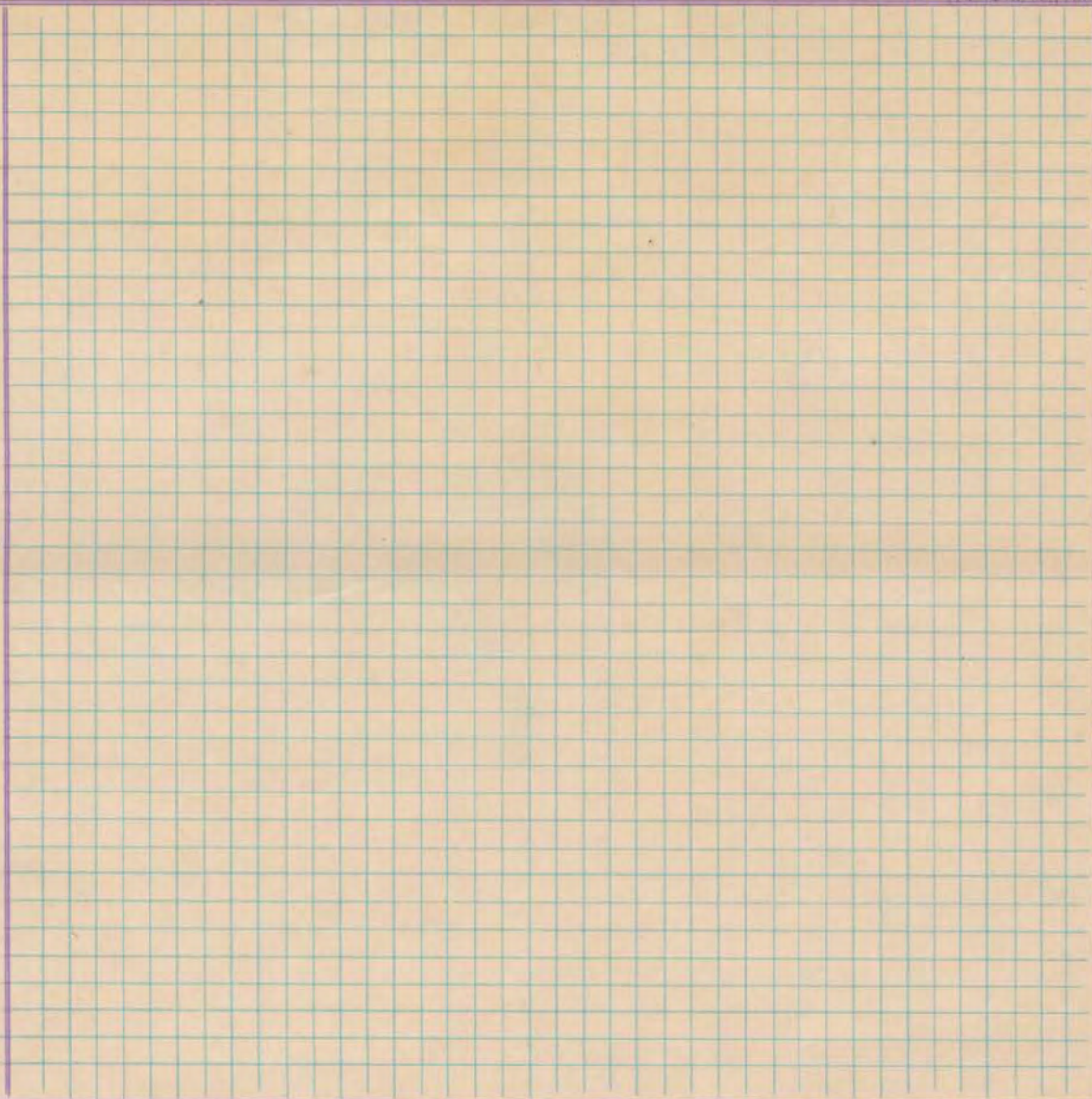
Plot
63-15

PLAT

SCALE.....PER INCH.

TEX. FORT. CO., FORT WORTH

NOTICE—The consideration paid for this abstract is charged with the understanding that the same is to be used only for the purpose of the examination of the title to the property herein abstracted, and that this abstract is not to be copied from by any one for remuneration or any other purpose.



NOTE—No search is made for attachments, executions or other process issued out of the courts of Justice of the Peace, levies by Sheriffs or Constables, ~~or orders to answer proceedings by suit or otherwise to collect taxes.~~

STATE OF TEXAS,)
COUNTY OF TARRANT,)

We hereby certify that the foregoing is a complete abstract of all conveyances or other instruments of writing affecting the title to the lands described on page 84 of this abstract as the same appear from the present records of said County, and from the Hanna & Hogsett and Gause & Phillips abstracts compiled prior to March 29th, 1876, the date of the burning of the records of said County, and from the records of the United States Circuit and District Courts located at Fort Worth, Tarrant County, Texas, and that, except as herein stated, we have discovered no liens or judgments of any kind against said real estate.

This 26 day of July 1907 @ 8 A.M.

THE FORT WORTH AND TARRANT CO. ABSTRACT COMPANY





Abstract of Title

— TO —

Sets 9th 10 Block 9
Fairmount Addⁿ
to the City of Fort
Worth, Texas.

FROM THE

FORT WORTH AND TARRANT COUNTY

LAND TITLE OFFICE

FORT WORTH, TEXAS.

No. 10,263

No. 14915

ABSTRACT OF TITLE

TO

Lots 9 & 10, Block 9,
Fairmount Addition
to Fort Worth, Texas

TEXAS TITLE COMPANY

Abstracts of Land Titles

FORT WORTH

Fort Worth National Bank Building

Phones: Old, 3171; New, 1211

SAN ANTONIO

Lockwood National Bank Building

Phones: New, 416; Old, 2942



Lots 9 & 10 Blk 9

County & State Taxes for 1905 \$ 3.94
" " " " \$ 8.75
City " " " " \$ 12.69

1.75
3
3 8 7 5

2 9 1

13 Stakes

RFR

FORT WORTH
FORT WORTH NATIONAL BANK BUILDING
H. J. HAYES, MANAGER

ROBERT C. JOHNSON, PRESIDENT
WHITMORE MORRIS, SECRETARY

SAN ANTONIO
LOCKWOOD NATIONAL BANK BUILDING
R. O. HUFF, MANAGER

Texas Title Company

PAID UP CAPITAL \$60,000.00

COMPLETE ABSTRACTS OF LAND TITLES IN
TARRANT AND BEXAR COUNTIES

ABSTRACTS TO RANCHES IN
WEST AND SOUTH TEXAS

No 14915.

ABSTRACT OF TITLE

TO

Lots 9 and 10 in Block 9, of Fairmount Addition to the city of
Fort Worth, Tarrant County, Texas.

-----*

J.W.Broad,
to
George A.Tumlin.

General Warranty Deed. (with power of sale.)

Dated August 2, 1907. Filed for record August 3, 1907.

Recorded in Book 257, page 574, Deed records of Tarrant County, Texas.

Consideration: \$800.00 paid as follows; \$250.00 cash paid and the balance evidenced by three notes for the sum of \$183.35 each, drawn by the said George A. Tumlin to the order of J.W. Broad, bearing even date herewith and due on or before one, two and three years after date respectively, bearing interest from date to maturity at 8 per cent per annum, payable annually. Provides for ten per cent attorneys fees. (vendor's lien retained.)

Grant, sell and convey unto the said George A. Tumlin the following described real estate lying and being situated in Tarrant County, Texas, and being Lots 9 and 10 in Block No. 9 of Fairmount Addition to the City of Fort Worth, Tarrant County, Texas.

J.W. Broad.

State of Texas, #
County of Tarrant. #

Before me, the undersigned a Notary Public, in and for the aforesaid County and State on this day personally appeared J.W. Broad well 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 considerations therein expressed.

Given under my hand and seal of office, this 2nd day of August 1907.

E.H. Holcomb, Notary Public,
in and for Tarrant County, Texas, (seal)

J: W. Broad,
to George A. Tumlin.

release of Vendors Lien.

Dated September 20th 1907. Filed Sept. 28, 1907.

Recorded in Book 277, page 364, Deed records, Tarrant County, Texas.

Whereas by the terms of a certain deed dated the 2nd day of August 1907, recorded in Book 257, page 574, of the records of deeds of Tarrant County, Texas, wherein J. W. Broad conveyed to George A. Tumlin the premises described in said instrument a lien was reserved or created on said premises, to secure the payment of the following described notes, three notes bearing even date with said deed, each for the sum of \$183.35 and payable on or before one, two and three years, respectively, bearing 8% interest from date payable annually signed by George A. Tumlin and payable to J. W. Broad or order:

And whereas, said notes and all accrued interest thereon have been fully paid, and at the time of such payment said notes were the property of the undersigned.

Now, therefore I, J. W. Broad, the legal owner and holder of said notes at the time of payment in consideration of such payment, do hereby release and cancel the lien securing the same on said premises, which are described as follows; Lying and being situated in Tarrant County, Texas, and being lots 9 and 10, in Block No. 9, of Fairmount Addition to City of Ft. Worth.

J. W. Broad.

The State of Texas,

County of Tarrant. Before me, E. H. Halcomb Notary Public in and for Tarrant County, Texas, on this day personally appeared J. W. Broad 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 20th day of Sept. A. D. 1907. (L. S.) E. H. Halcomb, Notary Public in and for Tarrant Co., Texas.

Geo. A. Tumlin, a single man.

to

C. B. Mitchell, and
Josephine Mitchell,

General Warranty Deed.

Dated Sept. 19th 1907. Filed Oct. 21st 1907.

Recorded in Book 234, p. 417, Deed Records, Tarrant County, Texas.

Consideration :\$1000.00paid? filed

Grant, sell and convey unto the said C. B. Mitchell and Josephine Mitchell the following described real estate to-wit; lying and being situated in Tarrant County, Texas, and being lots 9 and 10, in Block No. 9, of Fairmount Addition to City of Ft. Worth Tarrant County, Texas,
Grantee to pay taxes for 1907.

Geo., A. Tumlin,

The State of Texas,
County of Tarrant.

Before me, F. A. Howell, a Notary Public in and for Tarrant County, Texas, on this day personally appeared George A. Tumlin 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 19th day of September A.D. 1907. (L. S.)

F. A. Howell,
Notary Public Tarrant Co., Texas.

15840 LDH

T A X E S .

City, State and County taxes on lots Nos. 9 and 10, in Block No. 9, of Fairmount Addition to the City of Fort Worth, Tarrant County, Texas, are paid for the year 1907.

C.B.Mitchell and Josephine Mitchell,
to
N.H.Roberts.

General Warranty Deed.

Dated Nov.16,1908. Filed for record Dec.1,1908.

Recorded in Book 285,page 524,deed records,Tarrant County,Texas.

Consideration: \$1200.00 paid.

Grant,sell and convey unto the said N.H.Roberts, all those certain lots,tracts or parcels of land lying and being situated in Tarrant County,Texas,and known and described as lots 9 and 10 in Block No.9, Fairmount addition to the city of Fort Worth, as said lots appear upon the recorded plat of said addition.

The grantee herein assumes and agrees to pay all taxes for the year 1908,on the above described property.

C.B.Mitchell,
Josephine Mitchell,

State of Missouri,#
County of Miller,#

Before me, Minnie J. Whitaker, a Notary public, in and for Miller County, Missouri, on this day personally appeared C.B. Mitchell 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 16th day of Nov. 1908.

Minnie J. Whitaker, Notary public,
Miller County, Missouri,

State of Texas, #
County of Tarrant, #

Before me, H.O. Ledgerwood, a Notary public, in and for Tarrant County, Texas, on this day personally appeared Josephine Mitchell wife of C.B. Mitchell, known to me to be the person whose name is subscribed to the foregoing instrument and having been examined by me

privily and apart from her husband and having the same fully explained to her, she the said Josephine Mitchell acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

Given under my hand and seal of office, this 18th day of Nov. 1908.

H.O. Ledgerwood, Notary public,
Tarrant County, Texas, (seal)

N.H.Roberts and Lillie May Roberts, husband and wife,
to
R.D.Cummings, trustee,
Mrs.M.Phelps, beneficiary,

Deed of trust.

Dated Nov.30,1908. Filed for record Dec.1,1908.

Recorded in Book 87, page 87, deed trust records, Tarrant County, Texas.

Consideration: \$5.00 paid.

Grant, sell and convey unto the said R.D.Cummings, trustee, his successors or substitute in this trust and to his or their assigns hereunder forever, the following described real estate, to wit; lying and being situated in Tarrant County, Texas, and known as lots 9 and 10, in Block No.9, Fairmount addition to the city of Fort Worth, as said lots appear upon the recorded plat of said addition.

In trust to secure the above named beneficiary in the payment of one promissory note for the sum of \$500.00 of even date herewith, signed by the grantors herein, payable to the order of Mrs.M.Phelps at the F. & M.Bank in Fort Worth, Texas, bearing interest from date at 10 per cent per annum, payable annually, providing for ten per cent attorneys fees, and being due one year from date. Provides for payment of taxes, insurance, etc.

Grants power of sale in case default is made in the payment of the above described indebtedness.

N.H.Roberts,
Lillia May Roberts,

State of Texas, #
County of Tarrant, #

Before me, H.O. Ledgerwood, a Notary public, in and for Tarrant County, Texas, on this day personally appeared N.H. Roberts 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 30th day of Nov. 1908.

H.O. Ledgerwood, Notary public,
Tarrant County, Texas. (seal)

State of Texas, #
County of Tarrant, #

Before me, H.O. Ledgerwood, a Notary public, in and for Tarrant County, Texas, on this day personally appeared Lillie May Roberts, wife of N.H. Roberts, known to me to be the person whose name is subscribed to the foregoing instrument and having been examined by me privily and apart from her husband and having the same fully explained to her, she the said Lillie May Roberts acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this 30th day of Nov. 1908.

H.O. Ledgerwood, Notary public,
Tarrant County, Texas, (seal)

T A X E S.

City, State and County, taxes on lots No. 9 and 10, in Block No. 9, of Fairmount Addition to Fort Worth, Texas, are all paid for the years 1907 and 1908; Except State and County taxes are due and unpaid for the year 1908.

5/31/09 St & Co unpaid 1908

Affidavit of W. C. Guthrie and Wm. Bryce,

Filed for record, Feb. 17, 1909.

Recorded in Book 293, page 451, deed records, Tarrant County, Texas.

Before me, the undersigned authority on this day personally appeared W. C. Guthrie and William Bryce who being by me first duly sworn upon oath depose and say that they are respectively the Secretary and Treasurer of the Fairmount Land Company and are familiar with the affairs of said Company, and particularly with reference to the payment of the sums of money in consideration of which E. E. Powell and the Madison Safe Deposit and Trust Company, administrators of the estate of Nathan Powell, deceased, executed to the Fairmount Land Company, the certain deed or release, dated May 5th, 1906, and filed May 9, 1906, and recorded in Book 221, page 473, in the office of the County Clerk of Tarrant County, Texas, whereby the vendors lien retained in the deed, executed by E. E. Powell and Nathan Powell, to the Fairmount Land Company, recorded in Book 200, page 75, deed records of Tarrant County, Texas, was released as to those certain lots, known and described as Lots 16, 17 and 18 in Block 4; Lots 13, 14, 15 and 16 in Block No. 8; Lots 1, 2, 3, 4, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31 and 32 in Block 11; Lots 13, 14, 15 and 16 in Block No. 10; Lots 27, 28, 29 and 30 in Block No. 12; Lots 1 and 2 in Block 14; Lots 1 and 2 in Block No. 21; Lots 29, 30, 31 and 32 in Block No. 26; Lots 33 and 34 in Block No. 27 and Lots 31 and 32 in Block No. 28, in Fairmount Addition to the city of Fort Worth, Tarrant County, Texas, and also the Lots named in all other releases, executed by the same parties in which the consideration of the release was recited to be \$1.00.

Affiants further say that the real consideration for all deeds or

releases in which the consideration was recited to be \$1.00 was in fact the sum of \$200.00 in cash for each 50 feet of ground therein released, the said property having been subdivided into lots of twenty-five feet each and that said sum of money was actually paid to the said parties executing said releases for each lot covered by said release, and that in the matter of the securing of said releases the term of the order of the Jefferson Circuit Court of Jefferson County, Indiana authorizing the execution of releases of said vendors lien as the same appears of record in Probate Order, Book 14, page 378, etc. thereof of said court were carried out.

W. C. Guthrie,
Wm. Bryce.

Sworn to and subscribed before me, this the 16th day of February 1909.

W. C. Fly, Notary Public,
Tarrant County, Texas, (seal)

State of Texas, §
County of Tarrant. §

Before me, the undersigned authority on this day personally appeared William Bryce, and W. C. Guthrie, 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 considerations therein expressed.

Given under my hand and seal of office, this the 16th day of February 1909.

W. C. Fly, Notary Public,
Tarrant County, Texas, (seal)

Mrs.M.Phelps,
to
N.H.Roberts,

Release Deed of trust.

Dated April 24,1909. Filed for record April 24,1909.

Recorded in Book 314,page 606, deed records,Tarrant County,Texas.

Whereas, by the terms of a certain deed of trust,dated the 30th day of Nov.1908, recorded in Book 87, page 87,deed records of Tarrant County, Texas, wherein N.H.Roberts and Lillia May Roberts ,husband and wife, conveyed to R.D.Cummings, trustee,the premises described in said instrument,a lien was created on said premises to secure the payment of the following described note for \$500.00 of even date with said deed bearing 10 per cent interest,signed by N.H.Roberts and Lillia May Roberts,payable to the order of Mrs.M.Phelps,at the F. & M. National Bank of Fort Worth,Texas,due in one year and providing for attorneys fees. And whereas,said note and all accrued interest thereon have ben fully paid,and at the time of such payment,said note was the property of the undersigned. Now,therefore,I,Mrs.M.Phelps,a feme sole, the legal owner and holder of said note,at the time of payment,do hereby release and cancel the lien securing the same on said premises,which are described as follows; Lots 9 and 10 in Block No.9,Fairmount addition to the city of Fort Worth,Tarrant County,Texas.

Mrs.M.Phelps,

State of Texas, #
County of Tarrant, #

Before me,H.O.Ledgerwood,a Notary public,in and for Tarrant County,Texas,on this day personally appeared Mrs.M.Phelps, a feme sole,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 23rd day of April,1909.

N.H.Roberts and wife, Lillia May Roberts,
to
J.W.Turnpaugh,

General Warranty Deed.

Dated April 24, 1909. Filed for record April 24, 1909.

Recorded in Book 305, page 531, deed records, Tarrant County, Texas.

Consideration: \$1350.00 paid and secured to be paid by J.W. Turnpaugh as follows; Cash in hand, receipt acknowledged. Grantee to assume State and Co. taxes for 1908 and all taxes for 1909.

Grant, sell and convey unto the said J.W.Turnpaugh, all that certain lot or parcel of land in Tarrant County, Texas, and being lots 9 and 10 in Block No. 9, in Fairmount addition to the city of Fort Worth, Texas.

N.H.Roberts,
Lillia May Robrts.

State of Texas, #
County of Tarrant, #

Before me, F.D. McNaughton, a Notary public, in and for Tarrant County, Texas, on this day personally appeared N.H. Roberts, 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 24th day of April, 1909.

F.D. McNaughton, Notary public,
Tarrant County, Texas, (seal)

State of Texas, #
County of Tarrant, #

Before me, F.D. McNaughton, a Notary public, in and for Tarrant County, Texas, on this day personally appeared Lillia May Roberts wife of N.H. Roberts, 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 and the said Lillia May Roberts wife of the said N.H. Roberts having been examined by me privily and apart from her husband and having the same byme fully explained to her, she the said Lillia May Roberts acknowledged such instrument to be her act and deed and she declared

that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

Given under my hand and seal of office, this 24th day of April, 1909.

F.D. McNaughton, Notary public,
Tarrant County, Texas, (seal)

J. W. Turnpaugh, and wife, R. J. Turnpaugh,

to

C. M. Brown,

Mechanic's Lien.

Dated May 26th, 1909. Filed July 31st, 1909 at 9:55 A.M.

Recorded in Book , Page , Deed Records, Tarrant Co., Texas.

File No. 41430.

Consideration: In consideration of the premises and the agreements of the party of the first part hereinabove set out the party of the second part hereby promises and agrees to pay to the party of the first part or assigns the sum of \$2954.15, to or from which shall be added or subtracted as the case may be such sum, if any, as may be determined by the architect on account of alterations or additions as hereinbefore provided. Said sum of money to be paid by the party of the second part to the party of the first part or assigns, at the times and in amounts as follows, to-wit: 2nd party executes and delivers to 1st party a mechanic's lien note in the sum aforesaid due and payable on the 26th day of August 1909 or due and payable upon completion of all the improvements to be put upon said premises by said 1st party if said improvements are completed before the 26th day of August, 1909. And it is further agreed by and between the parties hereto that the payment of the whole or any part of the price to be paid by the party of the second part to the party of the first part as aforesaid, upon completion of said work as herein agreed on, shall be evidenced by the negotiable promissory note of the party of the second part given to the party of the first part or assigns for the amount of such deferred payment, payable Aug. 26, 1909 after date, with interest thereon at the rate of 8% per cent per annum, payable when due as it accrues and providing for atty's fees.

The party of the first part agrees with the party of the second part to furnish all of the materials and labor necessary therefor, and to erect construct and deliver over to the party of the second part in a finished and completed condition, according to the plans and specifications hereinafter mentioned, and free of all liens and encumbrances, the following building and improvements, to-wit:

C. J.

One story and a half 6 room house one servant shed and buggy house side walks, etc., according to plan and specifications furnished by owner to contractor and as otherwise agreed upon between owner and contractor.

The land upon which said building and improvements are to be made and erected is described as follows:

Lots 9 and 10 in Block 9, Fairmount Addition to the City of Fort Worth, Texas.

C. M. Brown,
J. W. Turnpaugh,
Mrs. R. J. Turnpaugh.

The State of Texas,)
County of Tarrant.) Before me N. A. Dodge, Notary Public, in and for said County and State, on this day personally appeared J. W. Turnpaugh and R. J. Turnpaugh, wife of the said J. W. Turnpaugh, who are 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. And the said R. J. Turnpaugh wife of said J. W. Turnpaugh, having been examined by me privily and apart from her husband and having the same fully explained to her, by me, she, the said R. J. Turnpaugh, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.
Given under my hand and seal of office this 26th day of May A.D.1909.

N. A. Dodge, Notary Public,
Tarrant County, Texas, (seal)

Fort Worth,) Texas,
Tarrant Co.)

Know all men by these presents; that, I, C. M. Brown for a valuable consideration have this ---sold, assigned and conveyed to A. J. Roe, all my right, title and interest to the within mechanic's lien subject to its agreements hereby agreeing to carry out the same according to their tenor and effect. Witness my hand this 27th of May 1909.

C. M. Brown.

Witnessed by: J.A.T.Evans.

J.W.Turnpaugh and R.J.Turnpaugh,
husband and wife,

to

R.B.Bishop, trustee,
Bishop and Birchfield, beneficiaries.

Deed of trust.

Dated July 29, 1909. Filed for record July 31, 1909, at 9:55 A.M.

File No. 41429.

Recorded in Book 85, page 490, deed records, Tarrant County, Texas.

Consideration: In consideration of the debt and trust hereinafter mentioned.

Grant, sell and convey unto the said R.B.Bishop, trustee, for Bishop and Birchfield, and to his successor or substitute in this trust, and to his or their assigns hereunder forever, the following described property, to wit; all that certain lot or parcel of land, situated in Tarrant County, Texas, and known as lots 9 and 10 in Block No. 9, Fairmount addition to the city of Fort Worth, Tarrant County, Texas.

In trust to secure the above named beneficiary in the payment of five promissory notes, executed by the makers hereof, dated July, 29, 1909, payable on the first days of August 1910, 1911, 1912, 1913 and 1914 respectively, to the order of Bishop and Birchfield, four for the sum of \$225.00 and one for \$1350.00 and each being payable to the order of Bishop and Birchfield, with interest on each of said notes, at the rate of eight per cent per annum, until maturity, and thereafter until paid at the rate of ten per cent per annum, said interest payable semi-annually on the first days of August and February of each year, according to the terms of ten interest coupons attached to the last of said notes,

with a special agreement in each of said notes, for an attorneys fees of ten per cent, if sued upon or placed in the hands of an attorney for collection.

It is understood and agreed that the holders of the herein described coupon notes shall be specially subrogated to all the rights, liens and equities enjoyed by the holder of a certain notes for \$2,954.15, given by the makers hereof, to C.M. Brown, dated May 26, 1909, and secured by a mechanics lien of even date on the property herein conveyed, to be recorded in the Mechanics lien records of Tarrant County, Texas, the said Bishop and Birchfield, having advanced the sum of \$2,250 under the terms and conditions of this instrument to assist in paying this note.

Provides for insurance, etc., and grants power of sale, in case default is made in the payment of the above described indebtedness.

J.W. Turnpaugh,
Mrs. R.J. Turnpaugh,

State of Texas, #
County of Tarrant, #

Before me, the undersigned authority, on this day personally appeared J.W. Turnpaugh, 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. Also personally appeared R.J. Turnpaugh, wife of J.W. Turnpaugh, known to me to be the person whose name is subscribed to the foregoing instrument and having been examined by me privily and apart from her husband and having the same fully explained to her, she the said R.J. Turnpaugh, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

Given under my hand and seal of office, this 30th day of July, 1909.

Stanley Boykin, notary public,
Tarrant County, Texas, (seal)

T A X E S .

State and County and City taxes on Lots 9 and 10, Block 9, Fairmount Addition, are all paid for the years 1907 and 1908.

No search has been made for any other taxes. See original abstract.

C.M.Brown and A.J.Roe,
to
Bishop and Birchfield,

Transfer
Release deed of trust.

Dated July 29, 1909. Filed for record Sept. 17, 1909.

Recorded in Book 327, page 637, deed records, Tarrant County, Tex.

Consideration:- \$2250.00 paid.

Do sell, transfer and assign, unto the said Bishop and Birchfield, without recourse on me, one certain note for the sum of \$2954.15 executed by J.W. Turnpaugh and R.J. Turnpaugh, dated May 26, 1909, secured by a mechanics lien on lots 9 and 10 in Block 9, Fairmount addition to the city of Fort Worth, Tarrant County, Texas.

To have and to hold the said Bishop and Birchfield, their heirs and assigns, the above described note, together with all and singular the contract lien, mechanics lien, rights, equities and interest in said property, which I have by virtue of being the payee in said note and the legal owner and holder thereof.

A.J. Roe, joins in this conveyance because of the fact that the above described note had been endorsed to him as collateral security.

C.M. Brown,
A.J. Roe,

State of Texas, #
County of Tarrant, #

Before me, the undersigned authority on this day personally appeared C.M. Brown and A.J. Roe, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that he had executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 31st day of July, 1909.

W.S. Essex, notary public,
Tarrant County, Texas, (seal)

Bishop and Birchfield, a firm composed
of R.B.Bishop and G.W.Birchfield,

to

Fleming H.Revell,

Transfer .

Dated Sept.15,1909. Filed for record Oct.2,1909.

Recorded in Book 322,page 183,deed records,Tarrant County,Texas.

Consideration:- \$7850.00 paid.

Do sell,transfer and assign unto the said Fleming H.Revell,
without recourse,the following described notes, four notes for \$225.00
each and one for \$1350.00 as executed by J.W.Turnpaugh and wife,
July 29,1909,and due respectively August 1,1910,1911,1912,1913,1914,
fully described in deed of trust to R.B.Bishop,trustee,recorded in
Vol.85,page 490,deed of trust records of Tarrant County,Texas,to
which reference is hereby made. (and other notes on other property.)

To have and to hold unto the said Fleming H.Revell,his heirs
and assigns the above described notes,together with all and singular
the contract lien,vendors lien,deed of trust lien,rights,equities
and interest in the properties securing the same,which we have by
virtue of being the original payees in and the legal owners and
holders of said notes and we hereby bind ourselves that said notes are
first liens on the respective properties and that all legal payments
offsets and credits to which said notes are entitled do appear on the
back thereof.

Bishop and Birchfield,
by R.B.Bishop,

State of Texas, #
County of Tarrant, #

Before me, the undersigned authority on this day personally appeared R.B. Bishop, known to me to be the person whose name is subscribed to the foregoing instrument and known to me to be a member of the firm of Bishop and Birchfield and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as the act and deed of said firm.

Given under my hand and seal of office, this 15th day of Sept. 1909.

Stanley Boykin, notary public,
Tarrant County, Texas, (seal)

T A X E S.

City, State and County, taxes on lots No. 9 and 10, Block No. 9, Fairmount Addition to Fort Worth, Texas, are all paid up to and including those for the year 1909, and are unpaid for the year 1910.

Note: We made no search for street improvement taxes or assessments.

FORT WORTH
FORT WORTH NATIONAL BANK BUILDING
PHONES: OLD 3171, NEW 1211

SAN ANTONIO
LOCKWOOD NATIONAL BANK BUILDING
NEW PHONE 416

HOUSTON
COMMERCIAL NATIONAL BANK BUILDING
OLD PHONE 4694

TEXAS TITLE COMPANY

PAID-UP CAPITAL, \$60,000

ROBERT G. JOHNSON, PRESIDENT
WHITMORE MORRIS, SECRETARY
H. J. HAYES, MANAGER
FORT WORTH

COMPLETE ABSTRACTS OF LAND TITLES
IN TARRANT, BEXAR AND
HARRIS COUNTIES

ABSTRACTS TO RANCHES IN
WEST AND SOUTH TEXAS

ABSTRACT No. 14915

We hereby certify that the foregoing is a complete abstract of all instruments of writing placed upon record in the public records named below of Tarrant County, Texas, since July 26, 1907 @ 8 a m affecting the title to the real estate described herein at page One

Our search covers the County Clerk's Office, the Probate Court, the District Courts, the United States Circuit and District Courts within said County (except personal money judgments in U. S. Courts) and offices of Tax Collectors.

Witness our signature, this Sept 19th 1907, at 8 a M.

TEXAS TITLE COMPANY,
By H. J. Hayes mgr

Continued to this July 16, 1908, at 8⁰⁰ a M., as to the real estate described herein at page One

TEXAS TITLE COMPANY,
By L. D. Healey

Continued to this Feb 17, 1909, at 8⁰⁰ a M., as to the real estate described herein at page One

TEXAS TITLE COMPANY,
By L. D. Healey mgr.

Continued to this April 21, 1909, at 8⁰⁰ a M., as to the real estate described herein at page One State & County taxes unpaid 1908.

TEXAS TITLE COMPANY,
By L. D. Healey mgr.

Continued to this May 3, 1909, at 8⁰⁰ a M., as to the real estate described herein at page One

TEXAS TITLE COMPANY,
By W. Morris Sec

Continued to this July 31, 1909, at 10⁰⁰ a M., as to the real estate described herein at page One

TEXAS TITLE COMPANY,
By W. Morris Sec

Continued to this Dec 6, 1910, at 8⁰⁰ a M., as to the real estate described herein at page One

TEXAS TITLE COMPANY,
By L. D. Healey mgr

RANCHES

**The Texas Title Company will make
abstracts to large ranches anywhere in
Northwest, West, or Southwest Texas.**

645-36

John S. Sumpster

No. 14915

*N. H. Roberts
Lillia May Roberts*

ABSTRACT OF TITLE

— TO —

*Lots 9 + 10, Block
9, Fairmount
Addition to
Fort Worth*

TEXAS TITLE COMPANY
ABSTRACTS OF LAND TITLES
FORT WORTH, SAN ANTONIO

Abstracts to Ranches in West
and South Texas



14915
225-7
225-7
225-7
225-7
1350

"THE TITLE TELLS THE TALE"
(TRADE MARK REGISTERED)

RELIABLE



SERVICE

FORT WORTH, TEXAS

PHONE 1858

LEWIS D. FOX . . . PRES. & GEN. MGR.
R. L. TILLERY SECRETARY
NOLTY COX ASST. MGR.



There are enough uncertainties about life without guessing at the title to real estate—be on the safe side—have an abstract made, and examined by your attorney.

"THE TITLE TELLS THE TALE"

Not responsible for any abstract without certificate, signature and seal.

LEWIS D. FOX
PRES. & GEN'L MGR.
R. L. TILLERY
SECRETARY
NOLTY COX
ASS'T MGR.

THE TITLE TELLS THE TALE
(TRADE MARK REGISTERED)

CAPITAL \$20,000 00
SURPLUS 7,500.00
TENTH YEAR SAME LOCATION

*"A Complete Abstract of Tarrant Co. Land Titles
Up to Sundown Yesterday"*

Home Abstract Company

PHONES 1858

INCORPORATED

105 W. 6TH ST.

FORT WORTH TEXAS

ALSO ROOMS 6, 7 AND 8, 103½ WEST SIXTH STREET

ABSTRACT OF TITLE

TO

Lots No. Nine (9) and Ten (10) in Block No. Nine (9)
FAIRMOUNT ADDITION to the city of Fort Worth, Tarrant
County, Texas.

----- c0o -----

M. G. Ellis
to
The Public

Affidavit
Dated May 13th, 1916
Filed May 31st, 1916
Recorded in book 498 p. 36
Deed Records, Tarrant County
Texas.

Before me, A.W. Samuels, Notary Public in and for said County, State of Texas, this day personally appeared M.G. Ellis, to me well known and who after being by me duly sworn did depose and say that in the affidavit made by J.F. Ellis, June 11th, 1890 before R.F. Orr, Notary Public, said affidavit should have stated that the decree of partition by the commissioners and the decree rendered thereon by the court the West one-half of the J.N. Ellis survey (320 acres) and the North one-third of the east half (106-2/3 acres) were allotted to J.F. Ellis and not to J.N. Ellis as mentioned therein said affidavit above referred to was filed for record June 14th, 1890 and recorded in book 66, p. 272 of the office of the county Clerk.

M.G. Ellis.

Sworn to and subscribed before me this witness my hand and seal of office in Fort Worth, Texas this 13th day of May, 1918.

(ss-1)

A.W. Samuels, Notary Public
in and for Tarrant Co. Texas

M.C.

J.W.Turnpaugh and wife
Mrs.R.J.Turnpaugh

to

John Naylor

General Warranty Deed.
Dated December 8th, 1910.
Filed December 8th, 1910.
Recorded in Book 275, P.628.
Deed Records, Tarrant
County, Texas.

Consideration: Three Thousand Four Hundred Seventeen & 40/100 dollars to us in hand paid by John Naylor the receipt of which is hereby acknowledged and the assumption by the said Naylor and his agreement to pay the principal and interest of the last four of that series of five promissory notes executed by the grantors July 29, 1909, payable to the order of Bishop and Birchfield the first days of August 1910, 1911, 1912, 1913 and 1914, four of said series for the principal sum of \$225.00 each and one for \$1350.00 as shown by deed of trust conveying the property herein described executed by the grantors on said 29th day of July 1909 to R.B.Bishop trustee for Bishop & Birchfield beneficiaries and recorded in the Deed of Trust Records of said Tarrant County, to which instrument and the record thereof reference is hereby made for all purposes, the notes herein assumed being those maturing on the first days of August 1911, 1912, 1913 and 1914.

Grant, sell and convey unto the said John Naylor of the County of Tarrant, State of Texas, all these certain lots or parcels of land situated in Tarrant County, Texas, and known as Lots 9, and 10 in Block 9, Fairmount Addition to the City of Fort Worth, said County and State.

To have and to hold.....Warrant and forever defend, unto the said John Naylor and his heirs and assigns.

J.W.Turnpaugh.
Mrs.R.J.Turnpaugh.

The State of Texas, }
County of Tarrant. }

Before me, S.A. Teas, a Notary Public, in and for Tarrant County, Texas, on this day personally appeared J.W. Turnpaugh and R.J. Turnpaugh his wife both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said R.J. Turnpaugh wife of the said J.W. Turnpaugh having been examined by me privily and apart from her husband and having the same fully explained to her, she, the said R.J. Turnpaugh acknowledged such instrument to be her act and deed and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this 8th day of December 1910.

(Seal)

S.A. Teas, Notary Public,
in and for Tarrant County,
Texas.

In the Estate of John Naylor,
deceased,
No. 5057

Appointment of Temporary
Administrator.
Recorded in Book 73, page 378
Probate Minutes, Tarrant County,
Texas.

IN THE COUNTY COURT OF TARRANT COUNTY TEXAS
SITTING IN PROBATE
May 25, 1917

W P Andrews, having made application for appointment as temporary administrator of this estate and having taken the oath and given bond as required by law which has been approved by me in the sum of \$15,000.00 he is hereby appointed temporary administrator of said estate with power to take possession of all property belonging to the estate, both real and personal; the temporary administrator is also empowered to sell if he deem it advantageous to the interest of the estate the one half interest owned by the estate in the wholesale lumber business conducted at Rio Vista.....

The temporary administration of this estate, unless otherwise ordered, expires on the first Monday of the next term of this court the same being the first Monday in July 1917.

(Application being in words and figures as follows)

TO THE HONORABLE JUDGE OF SAID COURT:

The Petition of W P Andrews who resides in the City of Fort Worth in Tarrant County, Texas, respectfully showeth:

On May 18th, 1917, in the City of Fort Worth, Tarrant County, Texas, the decedent John Naylor departed this life; at said time the decedent was a resident citizen of Fort Worth, and had resided therefor the preceding 8 years and at the time of his death the decedent was seized and possessed of both real and personal property situated in the City of Fort Worth.

The said decedent died without leaving a will; at the time of his death the decedent was unmarried but had been married and his wife died in 1909; the decedent was married but the one time and the sole and only offspring of said marriage is O J Naylor who resides in Bomarton, Baylor County, Texas.

The probable value of the estate is about \$25,000.00 and part of it consists of rental property in the City of Fort Worth and also a residence in Fort Worth, in which the decedent died and both of said pieces of real property require immediate attention there are also notes past due and owing to the estate which require immediate collection and in addition the estate owns an und one half interest in wholesale lumber business in Rio Vista... etc..

Wherefore Your petitioner asks that he be appointed tem-

15470

porary administrator of this estate.

Wm J Berne Attorney for
W P Andrews.

Filed May 24, 1917.

ORDER APPROVING BOND AND OATH.
RECORDED IN BOOK #3, page 379,
Probate Minutes Tarrant Co. Texas.

May 25, 1917.

On this day came on for examination by the Court the Bond and Oath of W P Andrews, Temporary Administrator of the estate of John Naylor, deceased, filed herein May 25, 1917, and the Court having carefully examined said bond and oath is of the opinion that the surety on same is good and sufficient for the amount thereof.

It is therefore ordered and decreed by the Court that said Bond and Oath be and the same is hereby approved and ordered to record.

(Bond and Oath is in words and figures as follows)

Know all men by these presents, that we, W P Andrews, as Principal and Southern Surety Company as sureties are held and firmly bound unto the County Judge of the County of Tarrant and State of Texas and his successors in office in the sum of \$15,000.00 conditioned that the above bound W P Andrews who has been appointed by the County Judge of Tarrant County, Texas, sitting in Probate, temporary administrator of the estate of John Naylor, deceased, shall well and truly perform all the duties required of him under said appointment

Dated at Fort Worth, Texas, May 4th, 1917.

W P Andrews,
Southern Surety Company
By J W Mitchell, Attorney in fact.

Bond examined and approved
5-25-17
Jesse M Brown, County Judge.
Filed May 25, 1917.

O A T H.

I do solemnly swear that I will well and truly perform

the duties of temporary administrator of the estate of John Naylor deceased, in accordance with law, and with the order of the Court appointing me such administrator.

W P Andrews.

Sworn to before me and subscribed in my presence by
W P Andrews this 25th day of May 1917.
(seal) F A Shelton, Notary Public in
and for Tarrant County, Texas

Filed May 25, 1917.

In the Estate of John Naylor,
deceased,
No. 5057

Order allowing Claims, etc..
Recorded in Book 73, page 408
Probate Minutes, Tarrant County
Texas.

On this the 4th day of June 1917, came on to be heard the application of the temporary administrator to enlarge his powers to permit of the payment by him of \$2000.00 in completion of the settlement hereinafter mentioned and also the application of O J Naylor to establish that he is the sole heir of John Naylor and his wife Dollie Naylor both deceased, and asking that the temporary administrator be authorized to pay the \$2000.00 hereinafter mentioned.

It appearing that Julia M Phillips has a claim against this estate much larger than the sum that she is willing to take in immediate settlement thereof, it is to the interest of this estate to make such settlement and that there is an imperative demand for an immediate settlement of said claim and ,

It appearing further that John Naylor did not leave a will he was married but one time and that to Dollie Naylor, who died intestate in the year 1909 and that the only child of said marriage is O J Naylor and he is the sole heir of John Naylor deceased, and as such is entitled to all of the estate of the latter; that O J Naylor has made a partial settlement of said Julia M Phillips claim but lacks \$2000.00 of the total consideration that is to be paid to her and that said settlement will fail unless said \$2000.00 be paid immediately.

It is therefore ordered, adjudged and decreed that the powers of W P Andrews as temporary administrator of the estate be and they are enlarged to take effect as of May 25, 1917, the date of the order granting temporary administration so that he be empowered and he is empowered to complete the settlement with said Julia M Phillips of her claim against the estate by the payment of \$2000 in cash out of the money on hand belonging to this estate and that this order be entered nunc pro tunc as of the date of the grant of the original letters of temporary administration namely May 25th, 1917.

(Application being in words and figures as follows)

Now comes W P Andrews, the temporary administrator of this estate and avers:

He is informed and believes that O J Naylor of Bomarton Baylor County, Texas, is the only child of the late John Naylor and his deceased wife Dollie Naylor who died as the administrator is informed and believes ,intestate , 1909.

The Temporary administrator has taken possession of all the property real and personal in the possession of John Naylor at the time of his decease.

(contd)

The temporary administrator is informed and believes that for about four years next preceding his death said John Naylor was waited upon and tended by his niece Julia M Phillips, a single woman, and the latter kept house for him and performed herself all the household duties and also waited upon and nursed said John Naylor during his last illness which was of long duration and that shortly prior to his death said John Naylor expressed the desire that upon his death the residence in which he then resided in Fort Worth, Texas, known as 1717 Hurley Avenue together with a sum of money be given unto Julia M Phillips in payment and full settlement of all claim that she might have against John Naylor and his estate.

Upon the appointment of W P Andrews, as Temporary Administrator he as such official demanded possession of said premises from Julia M Phillips but she refused to surrender possession of the same and announced her intention of beginning forthwith a legal proceedings against this estate to recover an amount largely in excess of that agreed upon in the contract hereinafter set out.

Thereafter a contract was entered into between O J Naylor and Julia M Phillips, whereby in cancellation of all her claims against this estate and in payment of all her claims in full, O J Naylor bound himself to convey unto her the aforesaid premises 1717 Hurley Avenue and to pay unto her in cash forthwith the sum of \$2500.00, and in partial fulfillment of said contract, O J Naylor has conveyed unto her the aforesaid premises and has also paid unto her \$500.00 in cash, but is unable to pay the remaining \$2000.00, and to effect said settlement said \$2000.00 must be immediately paid in cash.....

Wherefore, this administrator asks that his powers as temporary administrator be enlarged to enable him to pay the aforesaid \$2000.00 in cash upon the establishment by O J Naylor of his heirship as aforesaid and that upon the court finding said heirship and said settlement to be of advantage to the estate that an order be made directing and empowering this administrator to pay unto Julia M Phillips in completion of said contract the aforesaid sum of \$2000 and for such further order as to the court seems meet

Wm J Berne Attorney for W P Andrews

Filed May 31, 1917.

Now comes O J Naylor of Bemarton, Baylor County, Texas, and avers:

He is the only child of the late John Naylor and wife Dollie Naylor who pre-deceased said John Naylor and is the only heir of said persons.

The said Dollie Naylor died intestate in 1909 and said John Naylor died intestate in Tarrant County, on May 18th, 1917.

(contd) 15470



At the death of Dollie Naylor, all the property real and personal that said John Naylor then owned and possessed was community property of himself and his late wife. Said O J Naylor was entitled to one half of the community estate of said John Naylor and Dollie Naylor but by the consent of John Naylor and O J Naylor the former was permitted to retain possession of all of said community estate and was in possession of the same at the time of his death and all the property both real and personal of which John Naylor was seized and possessed at the time of his death was community estate belonging to himself and his deceased wife.

The temporary administrator of this estate W P Andrews has taken possession of all of said community estate and now holds the same.

For about four years next preceding his death said John Naylor was waited upon and tended by his niece, Julia M Phillips a single woman, and the latter kept house for John Naylor and performed herself all the household duties and also waited upon and nursed said John Naylor during his last illness which was of long duration. Shortly prior to his death said John Naylor in the presence of said Julia M Phillips and O J Naylor expressed the desire that upon his death the residence in Fort Worth of which John Naylor was then seized and possessed and known as 1717 Hurley Avenue together with a sum of money be given unto Julia M Phillips in payment and full settlement of all of her services rendered to John Naylor as aforesaid.

Forthwith upon the death of John Naylor said Julia M Phillips demanded of O J Naylor a conveyance of said premises and payment of said money; refused to deliver possession of said premises to either O J Naylor or said temporary administrator, although the same was demanded of her by them and each of them and threatened immediate suit and prolonged litigation unless the wish of said John Naylor were immediately carried out. To prevent said litigation and to carry out the will of the decedent a contract has been entered into by and between O J Naylor and Julia M Phillips whereby said Julia M Phillips upon the conveyance to her of said premises and the immediate payment of \$2500.00 in cash, had bound herself to acknowledge payment in full of all demand and claim upon the estate of John Naylor, deceased, and in partial fulfillment of said contract O J Naylor has conveyed unto Julia M Phillips the aforesaid premises and has also paid her \$500.00 in cash, but is unable to pay the remaining \$2000.00 and to effect said settlement said \$2000.00 must be immediately paid in cash. As part of said settlement O J Naylor executed and delivered unto said Julia M Phillips an order addressed to Q P Andrews, temporary administrator, requesting payment to Julia M Phillips or order of the sum of \$2000 and said order has been accepted by said administrator subject to the approval of this court and to be paid out of any funds on hand belonging to this estate upon order of this court, and after the establishment by O J Naylor in this court of the fact that he is the sole heir of John Naylor deceased, unless this cash be paid immediately the aforesaid contract of settlement will fail and said Julia M Phillips will immediately institute suit against this estate to recover for her alleged services, an amount largely in excess of, that which she takes under the aforesaid contract.

(contd)

Wherefore, O J Naylor asks that the fact of his aforesaid heirship be established and that the powers of the temporary administrator be enlarged so that he will have authority to pay aforesaid \$2000 in cash unto said Julia M Phillips in full settlement and performance of the aforesaid contract, between her and O J Naylor and that an order be made directing the payment of said sum to her in fulfillment of said contract

O J Naylor.

Filed May 31, 1917.

Now comes W P Andrews the temporary administrator of this estate and avers that the following property came into his hands as such administrator.

(Consists of Notes and accounts, and nor property under search) and recites,

The administrator under order of this court, in settlement made with Julia M Phillips, has paid unto her the sum of \$2000.00.

The administrator asks that this report be approved and upon payment of the balance of cash on hand and the delivery of the above mentioned personal property unto the sole and only child of the deceased, O J Naylor the same being the only heir of said John Naylor, that he be discharged.

Wm J Berne, Attorney for
W P Andrews, Temporary Administrator

State of Texas)
County of Tarrant)

Before me the undersigned authority on this day personally appeared W P Andrews, who first having been by me duly sworn under oath says that the facts set out and statements made in the foregoing report are true.

W P Andrews.

Sworn to before me and subscribed in my presence by W P Andrews, this 2nd day of July 1917.

(seal)

R C Martin, Notary Public in and
for Tarrant County, Texas.

Filed July 2, 1917.

Now comes O J Naylor of Bomarton, Baylor County, Texas, and avers:

He is the only child of the late John Naylor and wife Dollie Naylor who pre-deceased, said John Naylor; and is the only heir of said persons.

The said Dollie Naylor died intestate in 1909, and said John Naylor died intestate in Tarrant County, on May 18th, 1917.

This Court has heretofore determined that said O J Naylor is the sole heir of John Naylor, deceased.

Wherefore, O J Naylor asks that W P Andrews, the temporary administrator of this estate be ordered upon the approval of his final account and upon his discharge to pay and deliver unto the said



G. 84--13 P M #3

O J Naylor all the property now in the hands of said temporary administrator belonging to this estate.

O J Naylor.

Sworn to before me and subscribed in my presence by O J this 2nd day of July 1917.

(seal)

R C Martin, Notary Public in and for Tarrant County, Texas.

Filed July 3, 1917.

O.J.Naylor

to

Julia M.Phillips

Deed.

Dated May 28th, 1917.

Filed May 28th, 1917.

Recorded in Book 518, P.188.

Deed Records, Tarrant

County, Texas.

That I, O.J.Naylor of Baylor County, Texas and being the sole and only child of John Naylor deceased, lately of Tarrant County, Texas, and said deceased wife Dollie Naylor for and in:

Consideration: One dollar and other valuable considerations to me paid by Julia M.Phillips, a single woman of Tarrant County, Texas, the receipt whereof is acknowledged.

Grant, sell, ~~renew~~ and release unto the said Julia M.Phillips all my right, title and interest in and to that certain lot, tract or parcel of land described as follows:

Situated in the City of Fort Worth, Tarrant County, Texas, and known as Lots 9 and 10 in Block 9, in Fairmount Addition to said City.

To have and to hold all my right, title and interest in and to said premises unto the said Julia M.Phillips her heirs and assigns forever.

O.J.Naylor.

State of Texas, }
County of Tarrant. }

Before me, the undersigned authority, on this day personally appeared O.J.Naylor, 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 28th day of May 1917.

(Seal)

T.A.Altman, Notary Public,
in and for Tarrant County,
Texas.

TAX STATEMENT

State and County and City taxes on the property described herein at page one are paid for the years 1910 to 1918 both inclusive.

See former statement for prior years.

No search made for street improvement tax or assessments.

----- oOo -----

NOTE: The statement above, in so far as same applies to State and County taxes, is taken from the delinquent records compiled by the Tax Collector of Tarrant County, and approved by order of the Commissioners' Court of the said County, which records purport to show all delinquencies which exist for the years 1885 to 1917 both inclusive. The said statement as to City taxes, if any, is taken from the delinquent record compiled by the Assessor and Collector of Taxes for the City of Fort Worth, which record purports to show all delinquencies for City taxes for all years up to and including the year 1916. Abstracter will not be responsible for errors or omissions which may have been made in the compilations of the said records.



LEWIS D. FOX
PRES. & GEN'L MGR.
R. L. TILLERY
SECRETARY
NOLTY COX
ASS'T MGR.

THE TITLE TELLS THE TALE
(TRADE MARK REGISTERED)

CAPITAL \$20,000 00
SURPLUS 7,500.00
TENTH YEAR SAME LOCATION

*"A Complete Abstract of Tarrant Co. Land Titles
Up to Sundown Yesterday"*

Home Abstract Company

PHONES 1858
INCORPORATED 105 W. 6TH ST.
FORT WORTH TEXAS

ALSO ROOMS 6, 7 AND 8, 103 1/2 WEST SIXTH STREET

THIS ABSTRACT OF TITLE IS PREPARED FOR

Miss Julia M. Phillips,

Fort Worth, Texas

The consideration paid for this Abstract is charged with the express understanding and agreement that the same is to be used only for the purpose of examining the title to the land described herein on page one, and is not to be copied for remuneration or for any other purpose.

Abstract No. 15470

The Home Abstract Company hereby certifies that the foregoing is a complete abstract of all instruments of writing of record in the public records named below of Tarrant County, Texas, affecting the title to the real estate described herein at page one (1) since December 6th, 1910 at 8:00 A.M.

Our search covers the County Clerk's office, the District Courts, the Probate Court, the United States Circuit and District Courts holden in Fort Worth, (except personal money judgments in said U. S. Courts) and the office of Tax Collectors.

No search has been made for attachments, executions, etc., issued out of the Courts of Justice of Peace or levies by Marshals, Sheriffs or Constables.

Witness our signature this March 20th 191 9, at 8:00 A.M.

Copied I. B. 164 p 187

HOME ABSTRACT COMPANY,

Date 3/22/19 By R.L.T.

By Nolty Cox
Ass't Mgr.



No. 15470

ABSTRACT OF TITLE

TO

Lots Nos. 9 & 10 Block No 9.

Fairmount Addition

to the City of Fort Worth

Tarrant County, Texas

HOME ABSTRACT COMPANY

(INCORPORATED)

FORT WORTH, TEXAS

OFFICES:

105 WEST SIXTH STREET, BETWEEN MAIN AND HOUSTON

PHONE 1858

PAXTON & EVANS, PRINTERS.

Texas Title Company

. . . Fort Worth, Texas . . .

ABSTRACTS



This Abstract was made and accepted
with the agreement that it should not be
copied by any person for any purpose

RD-42564

ROBERT G. JOHNSON
PRESIDENT

JOE D. JOHNSON
VICE-PRES. AND MGR.

TEXAS TITLE COMPANY ABSTRACTS

CAPITAL STOCK \$60,000.00

FORT WORTH CLUB BUILDING
CORNER SIXTH AND MAIN STREETS

FORT WORTH, TEXAS



No. 42564.

ABSTRACT OF TITLE

TO

Lots 9 and 10 in Block No. 9 of Fairmount Addition to the City of
Fort Worth, Tarrant County, Texas.

-----*

Julia M. Phillips, a feme sole

To

George W. Birchfield

General Warranty Deed

Dated May 10, 1919. Filed for record May 22, 1919

Recorded in Book 586, page 474 Deed record, Tarrant Co. Tex.

Consideration of the sum of Six thousand dollars, paid and secured to be paid by George W. Birchfield, as follows: Two thousand dollars cash, the receipt whereof is hereby acknowledged and four thousand dollars evidenced by four vendor's lien notes in the sum of \$1000.00 each, of even date herewith due and payable to the order of Julia M. Phillips, one, two, three and four years after date respectively, and bearing 6% interest from date, interest payable annually, said notes containing the usual stipulation as to attorneys fees and the option of the holder of said notes or either of them to declare the same due in event of a failure to pay same, when due or any installment of interest thereon, as a further consideration, grantee is to pay all taxes for the year 1919 and shall further keep the premises on the hereinafter described premises, insured for the benefit of the holder or holders of the above described notes and in the full amount of such outstanding notes.

Grant, sell and convey unto the said George W. Birchfield, of the County of Tarrant, and State of Texas, all that certain pieces, parcels and lots of land lying and being situated in the city of Fort Worth, Tarrant County, Texas, and being Lots (9) Nine and (10) ten, Block Nine Fairmount Addition to the city of Fort Worth. The premises being now number 1717 Hurley Avenue.

\$6.00 U.S.I.R.S. cancelled. Julia M. Phillips

The State of Illinois |
County of Macon | Before me, William T. Cussins, a Notary Public
in and for Macon County, Illinois, on this day personally appeared Julia M. Phillips, a feme sole, 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.
A.D. 1919. Given under my hand and seal of office, this 10th day of May,
William T. Cussins, a Notary Public in and for Macon County, Illinois. (seal)

JJ-42564

Geo.W.Birchfield, and Maggie Birchfield, husband and wife

To

J.W.Dunn

General Warranty Deed

Dated June 14, 1919. Filed for record July 1, 1919.

Recorded in Book 586, page 474 Deed record, Tarrant Co. Tex.

Consideration of Two thousand and no/100 (\$2000.00) dollars cash to us in hand paid by J.W.Dunn, and in further consideration of the assumption by and agreement to pay by the said J.W.Dunn, the following described notes: Four vendor's lien notes in the sum of \$1000.00 each dated May 10, 1919, payable to the order of Julia M. Phillips, One, Two, three and four years after date, respectively and bearing 6% interest from date, payable annually, signed by George W. Birchfield, providing for ten per cent attorney's fees in case of default, and it is also agreed that the grantee herein shall keep the building on the premises described below insured against loss by fire in accordance with provision for such insurance in the deed to Geo.W.Birchfield.

Grant, sell and convey unto the said J.W.Dunn, of the city of Fort Worth, County of Tarrant, and State of Texas, the following described real estate, to-wit: Lots 9 and 10, Block No. 9, of Fairmount Addition to the city of Fort Worth, Tarrant County, Texas.

Geo.W.Birchfield

\$2.00 U.S.I.R.S. cancelled. Maggie Birchfield

The State of Texas)
County of Tarrant) Before me, T.B. Gilliland, a Notary Public in and
for Tarrant County, Texas, on this day personally appeared Geo.W. Birchfield, 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 18 day of June, A.D. 1919.

T.B. Gilliland, Notary Public in and for
Tarrant County, Texas. (seal)

JJ-

The State of Texas
County of Tarrant | Before me, T.B. Gilliland, a Notary Public in and
for Tarrant County, Texas, on this day personally appeared Maggie Birch-
field, wife of Geo. W. Birchfield, known to me to be the person whose
name is subscribed to the foregoing instrument, and having been exam-
ined by me privily and apart from her husband, and having the same fully
explained to her, she, the said Maggie Birchfield, acknowledged such in-
strument to be her act and deed and declared that she had willingly
signed the same for the purposes and consideration therein expressed
and that she did not wish to retract it.

Given under my hand and seal of office, this 18 day of June,
A.D. 1919.

T.B. Gilliland, Notary Public in and for
Tarrant County, Texas. (seal)

T A X E S.

City, State and County taxes on Lots 9 and 10 in Block No. 9 of Fairmount Addition to Fort Worth, Tarrant County, Texas, are unpaid for the year 1919.

We made no search for taxes prior to the year 1919 nor for street improvement taxes or assessments.

TEXAS TITLE COMPANY

FORT WORTH CLUB BUILDING

ABSTRACTS

FORT WORTH, TEXAS

ABSTRACT NO. 42564.

The considerations paid for this abstract and the several extensions thereof indicated below are charged with the understanding and agreement that the same are to be used only for the purpose of examining the title to the land described in the several certificates below and are not to be copied by any one for remuneration or any other purpose.

We hereby certify that the foregoing is a complete abstract of all instruments of writing placed upon record in the public records named below of Tarrant County, Texas, affecting the title to the real estate described herein on page one.

Since March 20th, 1919, at 8:00 A. M.

Our search covers the County Clerk's Office, the Probate Court, the District Courts, the United States District Court within said County and offices of Tax Collectors of said County and of City of Fort Worth.

Witness our signature, this November 21st, 1919, at 8:00 A. M.

TEXAS TITLE COMPANY,

By L. D. Hahn *Secy*

Continued to this _____ 19____, at _____ M., as to the real estate described herein on page _____

TEXAS TITLE COMPANY,

By _____

Continued to this _____ 19____, at _____ M., as to the real estate described herein on page _____

TEXAS TITLE COMPANY,

By _____

Continued to this _____ 19____, at _____ M., as to the real estate described herein on page _____

TEXAS TITLE COMPANY,

By _____

Continued to this _____ 19____, at _____ M., as to the real estate described herein on page _____

TEXAS TITLE COMPANY,

By _____

Continued to this _____ 19____, at _____ M., as to the real estate described herein on page _____

TEXAS TITLE COMPANY,

By _____

HD-42504

L. B. HARRIS, Secretary

T. C. JOHNSON, President

5-18-34

TEXAS TITLE COMPANY

FORT WORTH, TEXAS

ABSTRACT

FORT WORTH CITY BUILDING

indicated below are charged with the
examining the title to the land described
in or any other purpose.

The consideration paid for this abstract
understanding and agreement that the same be
in the record certificate below and not to be

instruments of writing placed upon
the title to the real estate

We hereby certify that the foregoing
record in the public records named below of
described herein on page one.

THIS ABSTRACT WAS FILED AT 8:00 A. M.

Our search covers the County Clerk's Office, Probate Court, the District Court, the United States District Court within said County and office of Tax Collectors of said County and City of Fort Worth.

Witness our signatures this _____ day of _____, 1919, at 8:00 A. M.

TEXAS TITLE COMPANY

By *J. P. Williams*
M. as to the real estate described

Continued to this

TEXAS TITLE COMPANY

By _____
M. as to the real estate described

Continued to this

TEXAS TITLE COMPANY

By _____
M. as to the real estate described

Continued to this

TEXAS TITLE COMPANY

By _____
M. as to the real estate described

Continued to this

TEXAS TITLE COMPANY

By _____
M. as to the real estate described

Continued to this

TEXAS TITLE COMPANY

By _____

Continued to this

W. Moore

No. *42564*

Abstract of Title

TO

*Lots 9-10 Block 9
Fairmount Addition
Fort Worth Tarrant
County Texas*

Texas Title Company

FORT WORTH CLUB BUILDING

(Basement)

Corner Sixth and Main Streets
FORT WORTH, TEXAS

ROBERT G. JOHNSON
President

L. D. HAHN
Secretary

No. 25058

Abstract of Title

TO

*Lots Nos 9 + 10 in Block No 9
Fairmount an Addition to
Fort Worth, Tarrant County, Texas*

GUARANTY ABSTRACT AND TITLE CO.

(INCORPORATED)

LAND TITLE ABSTRACTS

FORT WORTH, TEXAS

PHONES LAMAR 433 OR 3585

11/21/19

A. H. KIRBY, PRESIDENT

R. D. GAGE, VICE PRESIDENT

JOHN TARLTON, SECRETARY AND TREASURER
PHONE LAMAR 433

OFFICE OF THE

GUARANTY ABSTRACT AND TITLE CO.

LAND MEASURES AND QUANTITIES.

For Convenience of reference, some figures pertinent to land measures and quantities are appended:

1 vara—33 1-3 inches.
1900 8-10 varas—1 mile.
5645 square varas—1 acre.
4840 square yards or 43,560 square feet—1 acre.
1,000,000 square varas—1 labor or 177 1-10 acres.
26,000,000 square varas—1 league or 4428 acres.
7.92 inches—1 link.
1 rod—5 1-2 yards, or 16 1-2 feet, or 5.94 varas.
320 rods—1 mile.
100 links—1 chain or 66 feet, or 23.76 varas.
80 chains, 5280 feet, 1760 yards—1 mile.
To reduce yards to varas multiply by 1.08.

To reduce varas to yards, divide by 1.08.
To reduce feet to varas, multiply by 36 and point off two decimals.
To reduce varas to feet, multiply by 100 and divide by 36.
To reduce square varas to acres, divide by 5645. In applying this rule, this table will be found useful:

5645x2	equal	11,290
5645x3	equal	16,935
5645x4	equal	22,580
5645x5	equal	28,225
5645x6	equal	33,870
5645x7	equal	39,515
5645x8	equal	45,160
5645x9	equal	50,805

ABSTRACT OF TITLE

TO .

Lots #9 and #10 in block #9 of Fairmount Addition to the City of Fort Worth, Tarrant County, Texas.

"@@@@"

EB

AFFIDAVIT BY J.J. BROOKSHIRE

Dated December 11, 1919. Filed December 13, 1919.

Recorded in Book 630, p. 116. Deed Records, Tarrant Co., Tex.

ACKNOWLEDGED by J.J. Brookshire, in statutory form, on December 11, 1919, before T. A. Altman, Notary Public, Tarrant County, Texas. (L.S.)

STATE OF TEXAS |

TARRANT COUNTY | Before me, the undersigned authority, a Notary
Public in and for Tarrant County Texas on this day personally appeared
J.J. Brookshire who upon oath says: That he was personally acquainted
with John Naylor during his life time and knows of his own knowledge
that the said John Naylor was married but one time that his wife died
intestate in 1909; that only one child born of said Marriage- O.J. Naylor
and being the same O.J. Naylor who conveyed the property known as
1717 Hurley Avenue being Lots 9 and 10 Block 9 Fairmount Addition to
Julia M. Phillips.

J.J. Brookshire

Subscribed and sworn to before me this the 11th day of
December 1919.

(L.S.)

T.A. Altman, Notary Public
Tarrant County, Texas.

EB

AFFIDAVIT BY T.A. ALTMAN

Dated December 10, 1919. Filed Dec. 12, 1919.

Recorded in Book 630, p.117. Deed Records, Tarrant Co., Tex.

ACKNOWLEDGED by T.A. Altman, in statutory form, on December 10, 1919, before William Horton, Notary Public, Tarrant County, Texas. (L.S.)

STATE OF TEXAS |

TARRANT COUNTY |

Before me, the undersigned authority, personally appeared T.A. Altman, known to me to be the person whose name is subscribed to the foregoing instrument, who upon oath says that he resides at 1506 Hurley Avenue, Fort Worth Texas and that he knows of his own knowledge that O.J. Naylor never claimed nor occupied the premises on Lots 9 and 10 Block 9 Fairmount Addition to the City of Fort Worth as his homestead and that his home was in Bomarton, Baylor County Texas, and that O.J. Naylor inherited said property, from his father and that he had no intention of occupying same as a homestead.

T.A. Altman.

Subscribed and sworn to before me this the 10th day of December 1919.

(L.S.)

William Horton, Notary Public
Tarrant County, Texas.

EB

AFFIDAVIT BY R.D. CUMMINGS

Dated December 5, 1919. Filed December 12, 1919.

Recorded in Book 630, p.117. Deed Records, Tarrant Co., Tex.

ACKNOWLEDGED by R.D. Cummings, in statutory form, on December 17, 1919, before William Horton, Notary Public Tarrant County, Texas. (L.S.)

STATE OF TEXAS |

TARRANT COUNTY | Before me, the undersigned authority, a Notary Public
in and for Tarrant County Texas on this day personally appeared R.D. Cum-
mings who upon oath says: That he was personally acquainted with Mrs. M.
Phelps who was Beneficiary in a certain deed of trust, dated November
30, 1908, recorded in Book 87 page 87, deed of trust records of Tarrant
County Texas, that she was a feme sole and remained so up to and includ-
ing April 24, 1909, at which time she released aforesaid deed of trust
by release recorded in Book 314 page 606 deed records of Tarrant County,
Texas.

R.D. Cummings.

Subscribed and sworn to before me this the 5th day of
December 1919.

(L.S.)

William Horton.

"RUF"

Signed: Roach-Manigan Paving Company (L.S.)
by C.D. Smith, Vice-President, Attest W.P. McCadden, Secy.

---TO---

Charles Kassel.

POWER OF ATTORNEY.

Dated May 6, 1915. filed for record May 19, 1915.

Recorded in Vol. 4, p.319, Power Attorney, Records, Tarrant Co. Tex.

ACKNOWLEDGED: by C.D. Smith, "Vice-President of the Roach-Manigan Paving Company and W.P. McCadden, Secretary of said Company, "in statutory form," and in the capacity therein expressed, and as the act and deed of said Roach-Manigan Paving Company, "on May 17, 1915, before Robt. H. Metcalf, Notary Public, Shelby County, Tennessee. (L.S.)

....ROACH MANIGAN PAVING COMPANY, a corporation, acting herein by and through its Vice-President, C.D. Smith, thereunto authorized by vote and resolution of its Board of Directors, has...and by these presents does appoint Charles Kassel, Esq...its attorney-in-fact, for it and in its name to collect sums of money owing said Roach-Manigan Paving Company from persons, firms or corporations in the State of Texas for street paving done in said State, whether said sums of money are owing upon property contracts with owners of property abutting upon said streets or under special assessments made against said property by cities and municipalities to pay out the cost of such paving, and said Roach-Manigan Paving Company does further authorize and empower said Charles Kassel to execute proper receipts and acquittances unto said persons, firms or corporations and upon payment being made; and does further authorize and empower said Charles Kassel to execute and deliver in its name releases of all liens held by said Roach-Manigan Paving Co., to secure the payment of such sums or which may have been vested in it under said contracts with individual owners, or under the special assessments aforesaid, and said Roach-Manigan Paving Co., does further authorize and empower the said Charles Kassel to execute in the name of said Company transfers and assignments of the liens so held to any person or persons, firms or corporations without recourse upon the said Roach-Manigan Paving Company and all things done by the said Charles Kassel acting under this power of attorney are hereby expressly ratified and confirmed.

In testimony whereof, said Roach-Manigan Paving Company has caused these presents to be executed by its said Vice-President and its corporate seal to be attached hereto, on this 6th day of May, 1915.

(Signed as above shown)

Call your memo 1921 E B.

EB

Signed: Roach Manigan Paving Company,
By Charles Kassel, Attorney in Fact.

-To-

J.W. Turnpaugh

RELEASE

Dated December 9, 1919. Filed December 12, 1919.

Recorded in Book 630.p.115. Deed Records, Tarrant Co., Tex.

ACKNOWLEDGED by Charles Kassel, attorney in fact for Roach Manigan Paving Company, "and in the capacity therein stated and as the act and deed of said company" in statutory form, on December 9, 1919, before W.C.Pope, Notary Public, Tarrant County, Texas. (L.S.)

Whereas Roach Manigan Paving Company is the owner of a certain certificate of special assessment No.26, issued by the City of Fort Worth Texas on the 19th day of September 1911, for the paving of Hurley Avenue in said City, the payment of which certificate is secured under the terms thereof by a lien against the real estate hereinafter described and which assessment was made against J.W.Turnpaugh as owner of said property.

Now therefore in consideration of the full payment of the amount of said certificate said Roach Manigan Paving Company, does hereby acknowledge satisfaction of such assessment and does release and relinquish all rights, claims and liens held by it under and by virtue thereof against the following described real estate situated in said City. Lots 9 and 10 Block 9 Fairmount Addition to the City of Fort Worth, Texas.

IN TESTIMONY WHEREOF, said Roach Manigan, Paving Company, has caused these presents to be signed by its attorney in fact, Charles Kassel which power of attorney is of record in the office of the County Clerk of the County in which such real estate is situated, this the 9th day of December 1919.

Chap.

Signed: J.W.Dunn, May Dunn

Recited: J.W.Dunn and wife May Dunn

to

W.Moses

GENERAL WARRANTY DEED. "Vendor's lien retained".

Dated December 11th, 1919. Filed December 12th, 1919.

Recorded in Book 617, page 109 Deed Records, T.Co., Texas.

CONSIDERATION: \$8,750.00 paid and secured to be paid by W.Moses as follows: \$4500.00 cash to us in hand paid the receipt of which is here by acknowledged and the assumption of four vendor's lien notes in the sum of \$1000.00 each, dated May 19, 1919 payable to the order of Julia M. Phillips 1, 2, 3 and 4 years after date respectively and bearing 6% interest from date payable annually, more fully described in deed dated June 14, 1919 recorded in Book 586, page 474 Deed Records, Tarrant County, Texas and the execution of one note of even date herewith in the sum of \$250.00 bearing 8% interest and payable 90 days from date hereof and payable to the order of Henry Shropshire.

ACKNOWLEDGED by J.W.Dunn, in statutory form, on this 11th day of December 1919 before William Horton Notary Public, in and for Tarrant County, Texas. (L.S.)

ACKNOWLEDGED by May Dunn wife of J.W.Dunn, in statutory form, on this 11th day December 1919 before J.J.Dillin Notary Public, in and for Tarrant County, Texas. (L.S.)

GRANT, SELL AND CONVEY unto the said W.Moses of the County of Tarrant and State of Texas all that certain lots, tracts or parcels of land situated in Tarrant County, Texas and being Lots 9 and 10, Block 9 of Fairmount Addition to the City of Fort Worth.

\$5.00 U.S.I.R.S. cancelled.

Chap.

Signed: Henry Shropshire
to
The Texas State Bank

TRANSFER VENDOR'S LIEN

Dated December 12th, 1919. Filed December 13th, 1919.

Recorded in Book 501, page 202 Deed Records, T. Co., Texas.

ACKNOWLEDGED by Henry Shropshire, in compliance with the statutes, on this 12th day December 1919 before William Horton Notary Public, in and for Tarrant County, Texas. (L.S.)

...Whereas on 11th day Dec. 1919, J.W. Dunn and wife May Dunn of the County of Tarrant and State of Texas, by their certain deed of that date, recorded on page book Record of Deeds for Tarrant County, Texas and to which reference is here made for more particular description, conveyed to W. Moses all that certain tract or parcel of land lying and being situate in the County of Tarrant in the State of Texas and substantially described as follows: All of Lots 9 and 10, Block 9 Fairmount Addition to the City of Fort Worth, Tarrant County, Texas, and;

Whereas, in part payment for said property, the said W. Moses executed a certain promissory note payable to Henry Shropshire described substantially as follows: being for the principle sum of \$250.00 bearing int. at the rate of 8% per annum said note due ninety days from date and in which said conveyance the vendor's lien was retained to secure the payment of said note.

Now, therefore, for and in consideration of the sum of \$250.00 to me in hand paid by The Texas State Bank the receipt of which is hereby acknowledged, I, have...and do bargain, sell, convey and assign unto the said The Texas State Bank the note hereinbefore described, the vendor's lien therein retained and all my right, title, claim and interest in and to said land.
To have and to hold.....

Orig. #83692

EB

Signed: Texas State Bank of FortWorth, Texas,
By W.C.Smallwood, President. (L.S.)

-To-

W.Moses

RELEASE

Dated April 6, 1922. Filed April 19, 1922 at 2:45 P.M.

Recorded in Book ,p. Deed Records, Tarrant Co., Tex

ACKNOWLEDGED by W.L.Smallwood, President of Texas State Bank of Fort Worth, Texas, "and in the capacity therein stated as the act and deed of said bank" in statutory form, on April 6, 1922, before S.G.Sanford, Notary Public Tarrant County, Texas. (L.S.)

Whereas heretofore, on to-wit, the 11th day of December 1919, J.W.Dunn and wife of the County of Tarrant and State of Texas, by their certain deed of that date, recorded on page 109 book 617 Record of Deeds for Tarrant County, Texas, conveyed to W.Moses the premises described in said deed for and in consideration of the sum of \$8750.00 of which amount the sum of \$250.00 was evidenced by one promissory note of even date with said deed, payable to the order of Henry Schropshire, ninety days after date to secure the payment of which the vendor's lien was retained in said deed on said premises.

Now in consideration of the payment of all of said promissory note the receipt whereof is hereby acknowledged, Texas State Bank of Fort Worth, Texas, the legal owner and holder of said note, hereby release and cancel the said vendor's lien and confirm to the grantee in said deed and his assigns the title to the following described premises, to-wit; Lots 9 and 10 block 9 Fairmount Addition to the City of Fort Worth, Tarrant County, Texas.

In testimony whereof said Texas State Bank of Fort Worth, Texas, has caused these presents to be executed by its proper officer and official seal attached hereto, this 6th day of April 1922.

Signed: Wolff Moses, Rachael (her X mark) Moses.
Witnesses: Geo. W. Saam, Dillard Kuykendall.

Recited: Wolff Moses and Rachael Moses, his wife,
parties of the first part.

-To-

Fred P. Todd, Trustee, Party of the second part.
The United Savings Bank of Detroit Michigan, a
corporation duly organized and doing business
under the laws of the State of Michigan, Party of
the third part, Beneficiary.

DEED OF TRUST

Dated April 1, 1922. Filed April 19, 1922 at 2:45 P.M.

Recorded in Book 177, p. 187 D.T. Records, Tarrant Co., Texas.

CONVEYS 50x140 feet, being Lots 9 and 10 in block 9 Fair-
mount Addition to the City of Fort Worth, Tarrant County, Texas.

ACKNOWLEDGED by Wolff Moses and wife Rachael Moses,
jointly, in statutory form, on April 18, 1922, before
Dillard Kuykendall, Notary Public, Tarrant County,
Texas. (L.S.)

IN TRUST to secure unto the said party of the third part,
its successors and assigns, the prompt and full payment of the sum of
\$2,000.00 according to the conditions of a certain note bearing even
date herewith executed by the said Wolff Moses and Rachel Moses to the
said party of the third part, its successors and assigns, for a loan of
\$2,000.00 and further to secure prompt and full re-payment of any and
all sums which said party of the third part its successors and assigns,
may pay for taxes, insurance or statutory liens etc.....

That the money hereby secured is advanced for purchase
money, and the whole amount advanced is used in renewal of certain
vendor's lien notes described in a certain deed of date May 10th 1919,
recorded in book 586 at page 474 deed records of Tarrant County, Texas,
title to which note is now acquired by The United Savings Bank of Detroit
and said Bank is subrogated to all the rights and equities of the original
holders and owners of said note.

(Continued)

IT IS ALSO FURTHER AGREED that the said Wolff Moses and Rachael Moses have borrowed of the said The United Savings Bank of Detroit, Michigan the amount of \$ 2000.00 secured by this trust deed.

NOW, THEREFORE, the said Wolff Moses and Rachael Moses first party agree to do all things required of them by this trust deed and the bond hereinbefore mentioned and re-pay to said Bank the principal sum of \$ 2000.00 in 100 monthly payments of \$ 20.00 each according to the terms mentioned in said bond, one payment to be made on or before the last business day of the month in which said bond and deed of trust are executed, and a like payment on or before the last business day of each successive month thereafter until 100 of said monthly payments of principal have been made and, Wolff Moses and Rachael

Moses further agree to pay \$ \$14.00 interest on or before the last business day of the month in which said bond and deed of trust are executed, and a like amount on or before the last business day of each successive month thereafter for the period of one year from the date of this instrument.

During the Second yr. of this loan agree to pay	\$ 12.24	int.monthly.
" " Third " " " " " " " "	\$ 10.44	" "
" " Fourth " " " " " " " "	\$ 8.68	" "
" " Fifth " " " " " " " "	\$ 6.88	" "
" " Sixth " " " " " " " "	\$ 5.12	" "
" " Seventh " " " " " " " "	\$ 3.36	" "
" " Eighth " " " " " " " "	\$ 1.56	" "

During the first four months of the Ninth year agree to pay \$.40 interest monthly on or before the last business day of each month with privilege, however, of re-paying said loan or the balance due on \$100.00 of the same or any multiple thereof at the end of any year from the date of this trust deed & said bond, in which case monthly payments of both principal and interest shall be reduced proportionately. It is further understood and agreed that all payments which are not promptly made when due shall thereafter draw interest at the rate of 8.9% per annum until paid....

PROVIDES for payment of taxes, etc.....Provides for insurance in the sum of \$ 2000.00 , etc.....loss if any, payable to said beneficiary.

TAXES

State, county and city taxes on lots #9 and #10 in block #9 of Fairmount Addition to the City of Fort Worth, Tarrant County, Texas, are paid for the years 1919, 1920 and 1921.

"@@"@@"@@"@@"@@"@@"@@"@@"@@"

—o—

NOTE: The above statement is based on the current tax rolls now used by Tarrant County and the City of Fort Worth, Texas; and, in so far as same applies to delinquent state and county taxes, is based on the new delinquent records, purporting to show all delinquencies from 1885 to 1919, inc., and now used by the county tax collector; and in so far as same applies to delinquent city taxes is taken from the city delinquent tax records which purport to show all delinquencies for city taxes up to and including the year 1919, and now used by the city tax collector.

No search for taxes is made beyond said records, and we assume no financial responsibility for errors which may be occasioned by errors in said records.

—o—

Inquire for paving liens in case the street in front of or surrounding the property in question is paved, or is about to be paved.

Taxes for 1922

Vera

Signed: Julia M. Phillips

Witness: Herbert Jordan

to

The United Savings Bank.

TRANSFER DEED OF TRUST & MECHANIC'S LIEN.

Dated: April 25, 1922.

Filed for record: May 4, 1922.

Recorded in Book 741, p. 149, Deed Records, Tarrant Co., Texas.

ACKNOWLEDGED by Julia M. Phillips, a feme sole, in statutory form, for such, on April 25, 1922, before J. M. Brownback, Notary Public, Macon Co., Illinois. (L.S)

WHEREAS, on May 10, 1919, George W. Birchfield, did execute four certain notes described as follows: for the sum of \$1000 each, due and payable in one, two, three and four years, after date respectively, and which said notes are set out and described in a certain deed executed by Julia M. Phillips to George W. Birchfield, recorded in Vol. 586, p.474, Records of Deeds, Tarrant County, Texas, and secured by vendor's lien therein expressed, on the following described lot, tract or parcel of land, situated in Tarrant County, Texas.

50 X 140 feet being Lots 9 and 10, Block 9, Fairmount Addition to the City of Fort Worth, Tarrant County, Texas.

Now, Therefore, KNOW ALL MEN BY THESE PRESENTS:

That I, Julia M. Phillips, a feme sole, of Macon County, Illinois, for and in consideration of the sum of \$2000 to me in hand paid by The United Savings Bank of Detroit Michigan, the receipt of which is hereby acknowledged have this day bargained, sold, conveyed, assigned and quit claimed, and by these presents do bargain, sell, convey, assign and quit claim unto the said The United Savings Bank of Detroit, Michigan, all of my title, to the hereinbefore described land and said vendor's lien notes, together with all privileges and benefits thereunto belonging.

Vera

741-149- #2

TAXES

TO HAVE AND TO HOLD unto the said The United Savings Bank of Detroit, Michigan, the above described land and notes, together with all and singular the contract lien, mechanic's lien, vendor's lien, deed of trust lien, rights, equities and interest in said land which I have by virtue of being either the original vendor in any deed, payee in said note, or the legal holder and owner of said note or otherwise.

And I do hereby bind myself that said notes constitute a valid, first lien on said land, and that all payments, offsets and credits to which said notes are entitled to appear on the back of said notes.

The two notes due in one and two years after date respectively, having been paid, the lien to that extent is hereby released, but without impairment of the lien securing the other two notes due in three and four years after date respectively, aggregating the sum of \$2000 hereby conveyed.

TAXES

State, county, and city taxes on lots 9 and 10 in block 9 of Fairmount Addition to the city of Fort Worth, Tarrant County, Texas, are due for the year 1922.

—o—

NOTE: The above statement is based on the current tax rolls now used by Tarrant County and the City of Fort Worth, Texas; and, in so far as same applies to delinquent state and county taxes, is based on the new delinquent records, purporting to show all delinquencies from 1885 to 1919, inc., and now used by the county tax collector; and in so far as same applies to delinquent city taxes is taken from the city delinquent tax records which purport to show all delinquencies for city taxes up to and including the year 1919, and now used by the city tax collector.

No search for taxes is made beyond said records, and we assume no financial responsibility for errors which may be occasioned by errors in said records.

—o—

Inquire for paving liens in case the street in front of or surrounding the property in question is paved, or is about to be paved.

Ross

Signed: The United Savings Bank of Detroit,
Laverne Bassett, Vice President,
Countersigned: Thomas E. Bryan, Cashier. (L.S.).

to

Adolph Chanowsky.

TRANSFER OF DEED OF TRUST.

Dated April 27, 1923. Filed for record May 4, 1923.

Recorded in Vol. 771, p. 216, Deed Records, Tarrant Co., Texas.

ACKNOWLEDGED by Laverne Bassett and Thomas E. Bryan, Vice President and Cashier respectively, of The United Savings Bank of Detroit, Michigan, in statutory form, "and in the capacity stated, as the act and deed of said Bank", on April 28, 1923, before Maybel C. Oliver, Notary Public, Wayne County, Michigan. (L.S.).

Whereas, Wofll Moses and wife, Rachael Moses, of Fort Worth, Texas, did convey by deed of trust dated April 1, 1922, certain premises in the City of Fort Worth, Tarrant County, Texas, for the benefit of The United Savings Bank of Detroit, Mich., as shown by deed of trust recorded in Vol. 177, p. 187, Deed of Trust Records of Tarrant Co., Texas; and

Whereas the present owner of the premises described in said deed of trust has requested The United Savings Bank of Detroit, Mich., the present holder of said deed of trust and owner of the indebtedness represented thereby, to sell and assign said deed of trust and said indebtedness to Adolph Chanowsky;

Now Therefore, in consideration of the sum of \$1862.76 to it in hand paid, The United Savings Bank of Detroit, Mich., does hereby transfer unto said Adolph Chanowsky all its right in and to above deed of trust and lien extended thereby, etc... This transfer however, is made without recourse on said bank for any reason whatsoever, and without guaranty or warranty of any kind.

In Witness Whereof, the United Savings Bank of Detroit, Michigan, has caused its corporate seal to be affixed hereto and these presents to be signed by its Vice President and countersigned by its Cashier, in accordance with its By-Laws, etc....

Signed as above shown.

VN 36 all Pd. inc. 27. EMG

Ross

Signed: Wolff Moses,
 X (her mark)
 Rachael Moses,

 to

 Adolph Chanowsky.

EXTENSION OF DEED OF TRUST.

Dated May 4, 1923. Filed for record May 4, 1923.

Recorded in Vol. 771, p. 215, Deed Records, Tarrant Co., Texas.

ACKNOWLEDGED by Wolff Moses and wife, Rachael Moses, jointly, in statutory form for man and wife, on May 4, 1923, before Lawrence Tarlton, Notary Public, in and for Tarrant County, Texas. (L.S.).

Whereas on April 1, 1922, Wolff Moses and wife, Rachael Moses executed to the United Savings Bank of Detroit, Michigan, their certain deed of trust covering Lots 9 & 10, in Block 9, of the Fairmount Add'n. to Fort Worth, Tarrant County, Texas, which deed of trust was given to secure the payment of one note for \$2000.00 of even date with said deed of trust, etc;; and

Whereas on April 27, 1923, the unpaid balance of said note, the sum of \$1862.67 was transferred by a written transfer from United Savings Bank of Detroit, Mich., to Adolph Chanowsky, together with the lien securing payment of same onabove property; and

Whereas, Wolff Moses and wife, Rachael Moses desire to extend the time of payment of said unpaid balance on said note for a period of five years from this date;

Now Therefore, we, Wolff Moses and wife, Rachael Moses, in consideration of said Adolph Chanowsky so extending the payment of said unpaid balance on said note, do hereby agree and bind ourselves that we will pay the said Adolph Chanowsky the sum of \$1862.67 five years from this date at Fort Worth, Texas, which sum shall bear interest from
Cont'd.

date at 8% per annum, said interest to be paid semi-annually, said sum to be represented by one note of even date herewith, to be executed by said Moses and wife, payable to the order of Adolph Chanowsky at Fort Worth, Texas, five years from this date, to bear interest from date at 8% per annum, interest payable semi-annually, providing for 10% interest on past due interest, and 10% attorney's fees, etc....The payment of said note to be secured by a lien on above described property, as well as any and all renewals and extensions of said note.

And we, the said Moses and wife, do hereby expressly recognize that the said Adolph Chanowsky is subrogated to all the rights of the said United Savings Bank of Detroit, Mich., in and to the property above set out, as well as to the lien securing payment of note transferred by said Bank to said Chanowsky as aforesaid.

Witness our hands at Fort Worth, Texas, etc.

Signed as hereinbefore shown.

Ross

W. Moses and wife, Rachel Moses, Owners,
SIGNED: W. Moses, (her mark)
to Rachael X Moses
J. H. Cavett.
J. H. Cavett, Contractor.

MECHANIC'S LIEN CONTRACT.

Dated August 19, 1924. Filed for record December 12, 1924.

Recorded in Vol. 70, p. 551, Mechanic's Lien Records, Tarrant
County, Texas.

ACKNOWLEDGED by W. Moses and wife, Rachael Moses,
separately, in statutory form for each, on August 19,
1924, before B. W. Searcy, Notary Public, Tarrant
County, State of Texas. (L.S.) (L.S.).

Owners have the legal title to Lots 9 & 10, in Block 9,
in the Fairmount Addition to the City of Fort Worth, Tarrant Co., Texas.

In consideration of the price hereinafter stipulated, said
contractor hereby agrees to erect and complete on above property, certain
improvements described below, and to furnish all material and labor
therefor, and to complete same on or before August 28, 1924,
said improvements being: Repairs and alterations to residence.....

Upon completion of said improvements by said Contractor, etc...
the Owners agree to pay to the Contractor or his assigns the sum of
\$234.60 as the original contract price for such improvements, which
original contract price shall be evidenced by one note of even date
herewith, executed by the owners, payable to the order of the Contractor,
which note is in the amount of \$234.60, and payable on or before 90
days from date, bearing interest at 8% per annum from date, interest
payable upon due date of principal...providing for 10% interest upon
past due interest, and 10% attorney's fees, etc.....

To secure the Contractor and his assigns in the payment of
above indebtedness, the Owners hereby grant and convey to the Contractor
and his assigns, an express mechanic's lien upon above property and
premises, etc.....

Provides for payment of taxes, keeping of insurance,
appointment of substitute trustee, and contains usual Power of Sale
clause in default, etc.....

Ross

Signed: J. H. Cavett,
to
Adolph Chanowsky.

TRANSFER OF MECHANIC'S LIEN.

Dated January 12, 1925. Filed for record Jan. 16, 1925.
Recorded in Vol. 857, p. 280, Deed Records, Tarrant Co., Texas.

ACKNOWLEDGED by J. H. Cavett, in statutory form
on January 12, 1925, before Ray Blevins, Notary
Public, in and for Tarrant County, Texas. (L.S.).

Whereas on August 18, 1924, W. Moses and wife, Rachael Moses
executed to J. H. Cavett their Mechanic's Lien notes in the sum of
\$234.60, payable to order of said Cavett at Ft. Worth, Texas, on or
before 90 days after date, bearing interest from date at 8% per annum,
containing usual acceleration clause and 10% attorney's fee clause,
the payment of said note being secured by a Mechanic's Lien upon
Lots 9 & 10, in Block 9, of the Fairmount Addition to Fort Worth,
Tarrant County, Texas, as shown in said Mechanic's Lien contract executed
by said Moses and wife to said Cavett on August 19, 1924, recorded in
Vol. 70, p. 551, Mechanic's Lien Records of said County....

Now Therefore, I, J. H. Cavett, the legal owner and holder of
said note and lien, in consideration of the sum of \$234.60 to me in
hand paid by Adolph Chanowsky of Fort Worth, Texas, receipt of which is
hereby acknowledged, do hereby transfer unto said Adolph Chanowsky
the above note and lien securing the payment of same of above
described property.....

This transfer is made without recourse on the said J.H. Cavett.

Signed as above shown.

Clark

W.Moses

Signed: W.Moses
Adolph Chanowsky

-To-

Adolph Chanowsky

EXTENSION AGREEMENT

Dated Jan. 16th, 1925. Filed for record Jan. 16, 1925.

Recorded in Book 857, page 281, Deed Records, Tarrant Co., Texas.

ACKNOWLEDGED by W.Moses in statutory form, on Jan. 16th, 1925, before Lawrence Tarlton, Notary Public, Tarrant County, Texas. (L.S.)

..That, Whereas, W.Moses, is justly indebted to Adolph Chanowsky in the sum of \$234.60, represented by 1 note in said amount, of date Aug. 18th, 1924, originally payable to J.H.Cavett, bearing interest from date at the rate of 8% per annum, and containing the usual acceleration clause and the usual 10% attorney's fee clause, the payment of same being secured by a mechanic's Lien on Lots 9 and 10 in Block 9 of the Fairmount Addition to Fort Worth, Tarrant County, Texas, same being fully set out in the Mechanic's lien contract from W.Moses and wife, Rachael Moses, to J.H.Cavett, of date August 19th, 1924, recorded in Vol. 70, at page 551, of the M.L.Records of Tarrant County, Texas, reference to which is here made.

AND, WHEREAS, the said W.Moses desires to extend the time of payment of said note to May 3, 1928, according to the terms and conditions of the following described note, 1 note for \$234.60 of even date herewith, payable to the order of Adolph Chanowsky, at Fort Worth, Texas, on May 3, 1928, after date, bearing interest from date at the rate of 8% per annum, payable semi-annually and containing the usual 10% attorneys fee clause and the usual acceleration clause, and the payment of same to

Clark

#2 857- 281 D.R.

be secured by the original mechanic's lien hereinabove set out, and also by deed of trust on the above described property;

AND, WHEREAS, the said Adolph Chanowsky agrees to such extension of said note, as hereinabove set out.

NOW, THEREFORE, I, the said W. Moses, in consideration of the said Adolph Chanowsky extending the time of payment of said \$234.60, according to the terms and conditions of the extension note hereinabove set out, do hereby expressly bind and obligate myself to pay said Chanowsky the said sum of \$234.60, according to the terms and conditions of said extension note, and do further expressly agree that the payment of said note, as well as any and all renewals and extensions of same shall be secured by the original Mechanic's Lien on the above described property, and that the said Adolph Chanowsky is expressly subrogated to all the rights and liens of the said J.H. Cavett in and to the above described property.

Witness my hand at Fort Worth, Texas, this the 16th day of Jan.
A.D. 1925.

(Signed as above shown)

VB

Signed &
Recited:

W.Moses

to

J.Chanowsky, Trustee,
Adolph Chanowsky, Beneficiary.

DEED OF TRUST.

Dated Jan.16,1925. Filed for record Jan.16,1925.

Recorded in Vol.245, page 527, D.T.Records, Tarrant Co., Texas.

ACKNOWLEDGED by W.Moses, in statutory form, on Jan.
16,1925, before Lawrence Tarlton, Notary Public, Tar-
rant County, Texas.(L.S.)

CONVEYS Lots 9 and 10 in Block 9 of the Fairmount Addition
to Fort Worth, Tarrant County, Texas.

IN TRUST to secure the payment of one note made by
W.Moses payable to Adolph Chanowsky of even date herewith in the sum
of \$234.60 due on May 3, 1928, bearing interest from date at 8% per
annum, interest payable semi-annually, providing for 10% atty's fees,
maturity, etc.....This note is given in renewal and extension of one
note for \$234.60 of date Aug.18, 1924, originally payable to J.H.Cavett
and described in a mechanic's lien contract from W.Moses and wife,
Rachel Moses, of date Aug.19, 1924, recorded in Vol.70, page 551, M.L.
Records of Tarrant County, Texas.

Contains power of sale clause.....provision for substitute
trustee.....payment of taxes, insurance, etc.....

Don't find rels. E.M.

EM

The Schoellkopf Company,

No. 41,226

W. Moses.

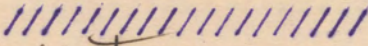
In the Justice Court of Precinct No. 1 of Dallas County, Texas.

ABSTRACT OF JUDGMENT.

Filed for record May 10, 1924.

Recorded in Vol. 29, p. 164, Judgment Records, Tarrant Co., Texas.

Date of judgment - - - - -	April 24th, 1924,
Amount of judgment - - - - -	\$182.00,
Amount of costs - - - - -	\$3.55,
Rate of interest - - - - -	8% per annum,
Amount of credits - - - - -	None of record,
Amount due - - - - -	\$182.00, with interest on said amount from the 24th day of April 1924, at the rate of 8% per annum, and \$3.55 cost of suit.

Banned by  Slater

EM

No. 41,227

The Schoellkopf Company,

-Vs-

W. Moses.

In the Justice Court of Precinct No. 1 of Dallas County, Texas.

ABSTRACT OF JUDGMENT.

Filed for record May 10, 1924.

Recorded in Vol. 29, p. 163, Judgment Records, Tarrant Co., Texas.

Date of judgment	- - - - -	April 24th, 1924,
Amount of judgment	- - - - -	\$140.70,
Amount of costs	- - - - -	\$3.55
Rate of interest	- - - - -	8% per annum,
Amount of credits	- - - - -	-None of record
Amount due	- - - - -	\$140.70, with interest on said amount from the 24th day of April 1924, at the rate of 8% per annum, and \$3.55 cost of suit.

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Band

EM

Schoellkoph Company, a corporation,

No. 1284

W. Moses.

In the Justice Court of Precinct No. 1, of Dallas County, Texas.

ABSTRACT OF JUDGMENT.

Filed for record May 10, 1924.

Recorded in Vol. 29, p. 165, Judgment Records, Tarrant Co., Texas.

Date of judgment - - - - -	June 21st, 1923,
Amount of judgment - - - - -	\$111.58
Amount of costs - - - - -	\$5.90,
Rate of interest - - - - -	8% per annum,
Amount of credits - - - - -	None of record,
Amount due - - - - -	\$111.58, with interest on said amount from the 21st day of June 1923, at the rate of 8% per annum, and \$5.90 costs of suit.

////////////////////

Barnes

TAXES

State, county, and city taxes on lots 9 and 10 in block 9 of Fairmount Addition to the city of Fort Worth, Tarrant County, Texas, are paid for the years 1922 to 1927, inclusive.

—o—

NOTE: The above statement is based on the current tax rolls now used by Tarrant County and the City of Fort Worth, Texas; and, in so far as same applies to delinquent state and county taxes, is based on the new delinquent records, purporting to show all delinquencies from 1885 to 1926, inc., and now used by the county tax collector; and in so far as same applies to delinquent city taxes is taken from the city delinquent tax records which purport to show all delinquencies for city taxes up to and including the year 1926 and now used by the city tax collector.

No search for taxes is made beyond said records, and we assume no financial responsibility for errors which may be occasioned by errors in said records, or any changes in said records made subsequent to making of the above statement.

—o—

Inquire for paving liens in case the street in front of or surrounding the property in question is paved, or is about to be paved.

Vera.

Signed: Adolph Chanowsky
to
Mrs. Ray Neumegen

TRANSFER.

Dated: May 4, 1928. Filed for record: May 4, 1928.
Recorded in Vol. 1020, p. 332, Deed Records, Tarrant Co., Texas.

ACKNOWLEDGED by Adolph Chanowsky, in statutory form on May 4th, 1928, before S. L. Edmundson, Notary Public, Tarrant County, Texas. (L.S)

On April 1, 1923, Wolff Moses and wife, Rachael Moses, executed to the United Bank of Detroit, Mich., their certain deed of trust covering: Lots 9 and 10 in Block 9 of the Fairmount Addition to Ft. Worth, Tarrant County, Texas, which deed of trust was given to secure the payment of one note for \$2000 of even date with said deed of trust.

On April 27, 1923, the unpaid balance of said note, the sum of \$1862.67, was transferred by a written instrument from United Savings Bank of Detroit, Mich., to Adolph Chanowsky, together with the lien securing the payment of same, recorded in Vol. 771, p. 216, Records of Tarrant Co., Texas, the deed of trust first herein described recorded in Vol. ___ p. ___ Deed Trust Records, Tarrant Co., Texas, both of which instruments and ___ thereof shall be read in connection herewith and as parts hereof, and on May 4, 1923, the said Moses and wife executed a deed of trust to further secure said indebtedness, which instrument is recorded in Vol. 199, p. 317, Deed Trust Records, Tarrant Co., Texas, which shall be read in connection herewith and as a part hereof.

On August 19, 1924, the said Moses and wife, executed a Mechanic(s) Lien contract with J. H. Cavett, Contractor, for certain repairs and alterations to and creating a mechanic's lien on the property above described, which instrument is recorded in Vol. 70, p. 55k, Mechanic's

(cont'd)

Vera.

Lien Records of Tarrant Co., Texas, and on Jan. 12, 1925, J. H. Cavett transferred the note secured by said Mechanic's lien which was in the sum of \$234.60, and payable to his order on or before 90 days after date, bearing 8% interest per annum, unto Adolph Chanowsky, which instrument is recorded in Vol. 857, p. 280, Deed Records of Tarrant Co. Texas.

On Jan. 16, 1925, an extension agreement was entered into whereby said indebtedness was extended so as to mature May 3, 1928, by instrument of record in Book 857, p. 281, Deed Records, Tarrant Co., Texas, and on the same day Moses executed Deed of Trust to further secure said indebtedness, of record in Book 245, p. 527, Deed Trust Records, Tarrant Co., Texas, ...such instruments made part hereof..

In consideration of the sum of \$2097.27 cash to me in hand paid being principal owing on said indebtedness, all interest thereon having been paid to May 4, 1928, by Mrs. Ray Neumegen, receipt acknowledged, I Adolph Chanowsky, do hereby sell, transfer and assign unto the said _____ described notes and the liens securing the same unto the said Mrs. Ray Neumegen, without recourse on me.

Vera.

Signed: *Applicants* W. Moses, Aiba Moses

Recited: Wolff Moses and wife, Aida Moses.

to

Max K. Mayer, Trustee,

Mrs. Ray Neumegen, Benf.

*See Page 32
for mortgage*

To HOLD

DEED OF TRUST.

Dated: May 4, 1928. Filed: May 4, 1928.

Recorded in Vol. 354, p. 253, Deed Trust Records, Tarrant Co. Texas.

CONVEYS: Lots 9 and 10, Block 9, Fairmount Addition
to the City of Ft. Worth, Tarrant County, Texas.

ACKNOWLEDGED by Wolff Moses and Aida Moses, his wife, jointly, in statutory form for man and wife, on May 4, 1928, before S. L. Edmundson, Notary Public in and for Tarrant County, Texas. (L.S)

IN TRUST, to secure the payment of one certain promissory note made by grantors herein of even date, payable to the order of Mrs. Ray Neumegen, in the sum of \$2100, payable 5 years after date, with 7% interest per annum, payable semi-annually. The note herein described and this deed of trust are given in RENEWAL AND EXTENSION of a balance of \$1862.67 owing on a certain indebtedness made by Wolff Moses and wife on April 1, 1922, originally in the sum of \$2000, secured by deed of trust payable to the United Savings Bank of Detroit, Mich, and a note in the sum of \$234.60 payable to J.H. Cavett, secured by Mechanic's Lien of record in Book 70, p. 551, Mech. Lien Records, Tarrant Co., Texas, the balance of \$2.73 being advanced in cash to said Moses.

The liens above described having been sold and transferred to Mrs. Ray Neumegen and the indebtedness evidenced by said notes, and it is distinctly understood that the said Mrs. Ray Neumegen IS SUBROGATED to all the rights and liens in favor of the said United Savings Bank of Detroit and the said J. H. Cavett, and that the note herein described in the sum of \$2100 for the convenience of the parties is executed to evidence said indebtedness as so extended.

Here follows provisions for insurance, payment of taxes, Power of Sale clause, appointment of substitute trustee, etc.....

Vera.

Signed: Mrs. Ray Neumegen

to

Mortgage
Mrs. Celine Levy

TRANSFER.

Dated: May 10, 1929.

Filed for record: May 10, 1929.

Recorded in Vol. 1053, p. 223, Deed Records, Tarrant Co., Texas.

ACKNOWLEDGED by Mrs. Ray Neumegen, a feme sole, in statutory form for such, on May 10, 1929, before Jennie Moses, Notary Public, Tarrant County, Texas. (L.S)

On April 1, 1922, Wolf_ Moses and wife, Rachael Moses, executed a deed of trust in favor of the United Savings Bank of Detroit, Mich., conveying Lots 9 and 10, Blk. 9, Fairmount Addition to Ft. Worth, Tarrant Co., Texas, which deed of trust was given to secure the payment of one note for \$3000.00 of even date with said deed of trust.

On April 27, 1923, the unpaid balance of said note, the sum of \$1862.67, was transferred by a written instrument to Adolph Chanowsky, together with the lien securing the same, which is recorded in Book 771, p. 216, Deed Records of Tarrant Co., Texas, and on May 4, 1923, the said Moses and wife executed a deed of trust to further secure said indebtedness, which is recorded in Vol. 199, p. 317, Deed of Trust Records of Tarrant Co., Texas.

On August 19, 1924, the said Moses and wife executed a Mechanic's Lien contract with J. H. Cavett, Contractor, for certain repairs and alterations and creating a mechanic's lien on the property above described, recorded in Vol. 70, p. 551, Mechanic's Lien records of Tarrant Co., Texas, to secure him in the sum of \$234.60 represented by a note due on or before 90 days after date, and on Jan. 12, 1925, J.H. Cavett transferred and assigned said note and the lien unto Adolph Chanowsky, which is of record in Vol. 957, p. 280, Deed Records, Tarrant Co. Texas.

(cont'd)

On May 4, 1928, Adolph Chanowsky, sold and transferred said notes, indebtedness and lien unto Mrs. Ray Neumegen, by an instrument in Vol. 1020, p. 332, Deed Records, Tarrant Co., Texas, and on the same day to further secure said indebtedness which amounted to \$2100 principal and interest, W. Moses and wife executed a deed of trust wherein they conveyed the above described property to Max K. Mayer, Trustee, for the benefit of Mrs. Ray Neumegen, which is recorded in Vol. 354, p. 253, Deed Trust Records, Tarrant Co. to secure their note of date May 4, 1928 in the sum of \$2100 payable to her order 5 years after date with 7% interest per annum from date, payable semi-annually. The instruments above referred to and the records thereof shall be read in connection herewith and as parts hereof.

In consideration of the sum of \$2100 principal and \$2.45 accrued interest, cash in hand paid to the undersigned by Mrs. Celine Levy, receipt acknowledged, I, Mrs. Ray Neumegan, a feme sole, do hereby sell, transfer and assign unto the said Mrs. Celine Levy the above described note and the liens securing the same, without recourse on me.

....(Here follows description of other notes on other property not sought to be abstracted herein which we omit.)

Vera.

AFFIDAVIT BY ALEX WOLF

Orig. #14191

Filed for record: August 18, 1934, 9:25A. M.

Recorded in Vol. 232 p. 131 Deed Records, Tarrant Co., Texas.

THE STATE OF TEXAS :

COUNTY OF TARRANT :

BEFORE ME, H. B. Freeman, a Notary Public
in and for Tarrant County, Texas, on this day personally appeared Alex
Wolf, who being by me first duly sworn on oath deposes and says:

That he has known W. Moses for fifteen years; that W. Moses
and Wolff Moses are one and the same person; and that said W. Moses mar-
ried twice, first to Rachael Moses and second to Aida Moses. That there
were five children born of the union of W. Moses and Rachael Moses.
That he is acquainted with all of the children born of said union and
that all are over the age of twenty-one years. That said W. Moses moved
on premises known as

Lots 9 and 10, Block 9, Fairmount Addition
to the City of Ft. Worth, the latter part of 1919, and has resided
there since said date, occupying and using same as a homestead.

(Signed) Alex Wolf

Sworn to and subscribed before me this the 22 day of July, A.D. 1934.

H. B. Freeman, Notary Public,

(L.S)

Tarrant County, Texas.

ACKNOWLEDGED by Alex Wolf in statutory form on July 27
1934, before H. B. Freeman, Notary Public, Tarrant County,
Texas. (L.S)

0-----0

Vera.

AFFIDAVIT by W. MOSES.

Orig. #14192

Filed for record: August 18, 1934, 9:25 A.M.

Recorded in Vol. ~~233~~ p. ~~23~~, Deed Records, Tarrant Co., Texas.

ACKNOWLEDGED by W. Moses in statutory form on July 27, 1934, before Betty Carshon, Notary Public, Tarrant County, Texas, (L.S)

THE STATE OF TEXAS:

COUNTY OF TARRANT : BEFORE ME, Betty Carshon, a Notary Public in and for Tarrant County, Texas, on this day personally appeared W. Moses, who being by me first duly sworn on oath says:

That his given name is Wolff, and that wherever the name W. Moses appears connected with the title to Lots 9 and 10 in Block 9 Fairmount Addition to the City of Fort Worth, Tarrant County, Texas, that he executed said instruments, and sometimes signed his name as W. Moses and sometimes as Wolff Moses, and sometimes the name in said instrument appear as W. Moses and sometimes as Wolff Moses.

That his present wife is Aida Moses, and she is the same person who executed deed of trust on May 4, 1928, in favor of Mrs. Ray Neumegen by instrument recorded in Vol. 354, p. 253, Deed of Trust Records, Tarrant Co., Texas. That the signature to the above described Deed of Trust appears of record as Aida but that same was signed "Aida" and the recorder misread "d" for "b".

That the correct amount secured by the Deed of Trust in favor of Mrs. Ray Neumegen, recorded in Vol. 354, p. 253, Deed of Trust Records, Tarrant Co., Texas, was to secure an indebtedness of \$2100 which was given in renewal and extension of the balance owing on original note in the sum of \$2,000 and the taking over of a mechanic's lien which was in favor of J. H. Cavett in the sum of \$234.60. The amount mentioned in said Deed of Trust was the correct amount owing by me.

That on May 10, 1929, Mrs. Ray Neumegen transferred to Mrs. Celine Levy, by instrument recorded in Book 1053, p. 223, Deed Records, Tarrant Co., Texas, the obligation of \$2100 and the lien securing same, and the transfer so recites, and states in detail that the \$2100 note was made up of balance owing on \$2000 note heretofore referred to and taking over of a mechanic's lien, the language in said transfer last referred to reading as follows "to further secure said indebtedness which amounted to \$2100 principal and interest, W. Moses and wife, executed a deed of trust wherein they conveyed the above described property to Max K. Mayer, Trustee, for the benefit of Mrs. Ray Neumegen, which is recorded in Vol. 354, p. 253, Deed of Trust Records, Tarrant Co., Texas, to secure their note of date May 4, 1928, in the sum of \$2100 payable to her order five years after date".

Affiant further says that on Dec. 11, 1919, his wife was named Rachael; that she deceased Sept. 30, 1924. Rachael Moses and Aida Moses are not one and the same person; and Aida Moses is the present wife of affiant. That Rachael Moses died intestate and left surviving her the following children: Max, Joe, Sam, Jennie and Dorothy. That there were no other children born of said union; that the present ages of the children are as follows: Max 27, Joe 25, Sam 21, Jennie 28 and Dorothy 23. That affiant intermarried with his present wife in 1926. That there was no necessity for an administration of an estate of his first wife, Rachael Moses, in that she owed no obligations and the \$2100 obligation was renewed by affiant as survivor of the community estate, as the property mentioned in said deed of trust was the only realty of affiant and his former wife. That all of his children live in Fort Worth, Tarrant County, Texas, except Joe, who lives in Smith Co., and while affiant has been informed that there is no necessity for the children to join in any instrument, notwithstanding if the Home

(cont'd)

Owners Loan Corporation desires them to execute or join with him in renewal, all will do so.

Affiant further states that relative to judgments shown on pages 25, 26, 27 of Abstract No. 25058 in favor of The Schoellkopf Co., that he has been informed that said judgments so abstracted are barred by the statutes of limitation of ten years that said judgments have never been paid, but whether barred or not same were discharged inasmuch as by force of circumstances, affiant was obliged in the year of 1924, to take advantage of the bankruptcy law, and he received his discharge as to these judgments and other obligations on the 22 day of November, 1924. That Max Moses is married and his wife, is Hannah G. Moses, all other children are single.

That the property described as Lots 9 and 10, Block 9, Fairmount Addition to Fort Worth, Tarrant County, Texas, ever since the purchase thereof, has been used and occupied by affiant as his home, and is now occupied by affiant, his present wife and some of his children by his first marriage as their home.

(Signed) W. Moses.

Sworn to and subscribed before me this the 27th day of July,

A. D. 1934.

(L.S)

Betty Carshon, Notary Public,
Tarrant County, Texas.

(Cont'd)

THE STATE OF TEXAS :
COUNTY OF TARRANT : BEFORE ME, Betty Carshon, a Notary Public
in and for Tarrant County, Texas, on this day personally appeared Jennie
Moses, who being by me first duly sworn on oath deposes and says:

I have read the foregoing affidavit made by my father and do hereby
make oath that the facts therein set forth are true.

Jennie Moses.

Sworn to and subscribed before me this the 27th day of July,
A.D. 1934.

Betty Carshon, Notary Public,
Tarrant County, Texas.

THE STATE OF TEXAS:

COUNTY OF TARRANT: Acknowledged by Jennie Moses, a feme sole,
in statutory form for such, on July 27,
1934, before Betty Carshon, Notary Public,
Tarrant County, Texas. (L.S)

AFFADIVIT BY MAX K MAYER

Filed for Record August 18. 1934, at 9:25 A.M O'Clock A.M
File # 14193

Recorded in Vol. 1230 page 143 Deed Records, Tarrant County
Texas.

THE STATE OF TEXAS }
COUNTY OF TARRANT }

Before me, Jennie Moses, a Notary Public in and
for Tarrant County, Texas, on this day personally appeared Max K. Mayer
who being by me first duly sworn on oath deposes and Says;

That he is an attorney-in-fact practicing in the
City of Fort Worth, Texas, and has been for over 30 years; that he has
known W. Moses for 15 years; that W. Moses and Wolff Moses are one and
the same person; that said W. Moses married twice, first to Rachael Moses
and Second to Aida Moses, That he is acquainted with all of the children
born of the union of W. Moses and Rachael Moses; That there are 5 children
allover the age of 21 years; That Affiant's secretary is the daughter
of W. Moses and has been in affiant's employ for 10 years.

That said W. Moses moved on the premises known as Lots 9
and 10 Block 9 Fairmount Addition to the City of Fort Worth, Tarrant
County, Texas, the latter part of 1919 of the Spring of 1920, and has
resided on said premises since said date, occupying and using same
as a homestead.

That Affiant was the attorney for Mrs Ray Neumegan prior to
May 4th, 1928, and ever since. That for many years prior to May 4th, 1928
she was a widow and never remarried, and that her present abode is the
Baker Hotel, Mineral Wells, Texas.

That Affiant is well acquainted with Mrs Celine Levy,
sometimes known as Mrs Ben Levy, That he has been her attorney for several
years

That on May 10th, 1929, and for a long time prior thereto
and since said date and now she is a widow.

Max KMayer.

Sworn to and Subscribed before me this the 27th day of
July A.D 1934.

Jennie Moses

Notary Public, Tarrant County, Texas.

ACKNOWLEDGED by Max K. Mayer, in statutory form, on July
27, 1934, Before Jennie Moses Notary Public, Tarrant
County, Texas. (L.S.)

Vera.

Signed: Mrs. Celine Levy
to
Home Owners Loan Corporation

TRANSFER DEED OF TRUST. Orig. #14190
Dated: Aug. 1, 1934. Filed: Aug. 18, 1934, 9:25 A.M.
Recorded in Vol. 1245 p. 22 Deed Records, Tarrant Co., Texas.

ACKNOWLEDGED by Celine Levy, a widow, in statutory form for such, on August 13, 1934, before Jennie Moses, Notary Public, Tarrant County, Texas. (L.S)

.. Mrs. Celine Levy, a widow, of Ft. Worth, Tarrant Co., Texas,for and in consideration of the sum of \$2284.36 in hand paid by Home Owners' Loan Corporation, receipt acknowledged, have....and do Bargain, Sell, Convey and Assign, without recourse unto said Corporation, the following note: One certain promissory note in the principal sum of \$2100 dated May 4, 1928, executed by W. Moses and wife, Aiba Moses payable to the order of Mrs. Ray Neumegen, five years from date thereof, bearing 7% interest per annum, and,

WHEREAS, there is now due and owing upon said note a balance of \$2284.36 principal and accrued interest, which amount is wholly due and unpaid, said note being more fully described in certain deed of trust dated May 4, 1928, executed by W. Moses, et ux, to May K. Mayer, Trustee recorded in Vol. 354, p. 253, Deed of Trust Records of Tarrant Co., Texas, to which reference is made...

And the Grantor hereby bargains, sells and conveys unto said Home Owners' Loan Corporation, all of the right, title and interest now owned or held by grantor in and to said land by virtue of said note or notes and the lien securing same.

TO HAVE AND TO HOLD unto the said Home Owners' Loan Corporation, etc....

Signed: W. Moses, Aiba Moses, Jennie Moses, Dorothy Moses, Max Moses, Mrs. Hannah G. Moses, Sam Moses, Joe Moses.

Recited: W. Moses and wife, Aiba Moses; Max Moses and wife, Hannah G. Moses, Joe Moses, Sam Moses; Jennie Moses; and Dorothy Moses, single persons or unmarried,

to

James Shaw, Trustee,
Home Owners' Loan Corporation, Benef.

DEED OF TRUST. Orig. #14189

Dated: Aug. 1, 1934. Filed: Aug. 18, 1934, 9:25 A. M.
Recorded in Vol. 459 p. 13, Deed Trust Records, Tarrant Co., Tex.

C O N V E Y S:

Lots 9 and 10 in Block 9 of Fairmount Addition to the City of Fort Worth, Texas, and being the same property described in warranty deed dated Dec. 11, 1919 from J. W. Dunn and wife, May Dunn to W. Moses, recorded in Vol. 617, p. 109, Deed Records, Tarrant Co. Tex.

ACKNOWLEDGED by Sam Moses, Jennie Moses and Dorothy Moses, all single persons, jointly in statutory form, and by Max Moses, and Hannah G. Moses, wife of said Max Moses, jointly in statutory form for man and wife, and by W. Moses and Aiba Moses, wife of W. Moses, jointly, in statutory form for man and wife, all on August 13, 1934, before J. M. Stegall, Notary Public, Tarrant County, Texas. (L.S) (L.S) (L.S)

ACKNOWLEDGED by Joe Moses, in statutory form on August 14, 1934, before Edythe Oakley, Notary Public, Smith Co., Texas. (L.S)

This instrument includes all heating, plumbing & lighting fixtures and equipment now or hereafter attached to or used in connection with the real estate herein described.

The note hereinafter described is secured by a first lien against the hereinabove described property, being given in lieu and extension of the following indebtedness:

1. The balance of \$2284.36 principal and accrued interest owing on one certain note fully described in Deed of Trust dated May 4, 1928, executed by W. Moses, et ux, Aiba Moses, to Max K. Mayer, Trustee, recorded in Vol. 354, p. 253, Deed Trust Records, Tarrant Co., Texas.

2. \$145.95 taxes reasonably levied, validly assessed, and past due against the above property as follows: State and County \$24.96; City \$120.99; balance

The Grantors herein acknowledge said aforesaid liens to be valid and subsisting liens against the hereinabove described property, and that the payment thereof is expressly requested by the grantors herein to be made by holder of note hereby secured, & holder of note hereinafter desc. shall be is hereby SUBROGATED to all rights liens, remedies, equities, superior title & benefits held, owned & enjoyed by the owner or owners of said indebtedness, all of which is hereby acknowledged and confessed. IN TRUST, nevertheless, to secure and enforce the payment of \$2462.06 with 5% interest per annum on the unpaid balance, payable monthly, as evidenced by certain promissory note of even date herewith, executed by Grantors payable to Home Owners' Loan Corp., at office in Washington, D.C. ...said principal and interest payable \$19.47 monthly from date, to be applied first to the liquidation and payment of any incidental expenses representing a portion of this loan and next to any insurance premiums which hereafter may be paid by Home Owners' Loan Corporation and then regularly to interest on unpaid balance

and the remainder to principal until said note is paid in full. The note provides that extra payments thereon may be made at any time, which are to be credited on the last maturing installments of said note, and interest will be charged only on the unpaid balance.

It is agreed that the borrower may pay a sum of _____ monthly from date until _____, representing interest only on said debt, at his option, provided all other conditions and covenants of said note and the instruments securing the same are promptly met, and thereafter the monthly payment shall be _____ per month, to be applied first to interest on the unpaid balance and the remainder to principal until said debt is paid in full.

Provides that in event of default by grantors of any installment, for a period of 90 days, the noteholder may at its option declare the balance owing on said note at once due and payable and the failure to exercise said option shall not constitute a waiver of the right to exercise same at any other time...and in the event of default, attorney's fees not exceeding 10% if collected by attorney at law.

Grantors herein for themselves, their heirs, executors, administrators, or assigns, do covenant and agree with the holder thereof, and with the said _____ Trustee, with regard to the property herein conveyed as follows:

1st. To make all payments promptly according to provisions herein.

2nd. Grantors have good & merchantable title in fee simple, free & clear of all encumbrances with right to convey & defend title...

3rd. To pay all taxes, assessments, levies, liabilities, obligations and encumbrances...and if the same be not promptly paid, the Corporation may pay the same with ^{out} waiving its right to foreclose, and every payment so made shall bear interest from date of payment thereof at the rate of 6% per annum, and shall become due and payable at the next succeeding installment pay date of the note secured hereby.

4th. To pay costs, expenses, etc., including attorney's fees reasonable incurred by said Corporation...because of failure of Grantors to comply with the terms, stipulations, etc., of said note and this instrument and in event of payment of such expenses by said Corporation, such payments shall bear interest at the rate of 6% per annum, and shall become due and payable at the next succeeding installment pay date of the note secured hereby.

5th. Grantors will keep all buildings erected and to be erected, insured against loss or damage by fire or other casualty to amount approved by said Corporation & deliver policies with premiums paid in full to said Corporation & said Corporation may direct the application of any sum received under said policies either to the payment on the note, to the repairing of the damage or for other purposes. Said corporation may pay the insurance premium without waiving the option to foreclose and such payment shall bear interest from date at the rate of 6% per annum and shall become due and payable at the next succeeding installment pay date of the note secured hereby.

6th. To permit no waste, impairment or deterioration.

7th. In event of condemnation & taken for public use, all damages awarded for such may be applied by the Corporation on the note, up to the amount then unpaid on the indebtedness.

8th. Grantors bind themselves not to erect any new buildings or add to any existing improvements without written consent of the note holder & any violation of this stipulation shall make the note immediately due and collectible at the option of the holder thereof.

9th. Grantors assign to the Corporation all rents & in event of default or violation of any obligation herein to take possession & apply said rents to costs of collection and administration, and then the remainder on the debt hereby secured.

10th. No sale of the premises, no dealings or agreements with future owners, and no extension of the time of payment of the debt hereby secured, given by the Corporation, shall change or affect the original liability of the Grantors herein.

11th. In event of foreclosure under any second or junior lien, the Corporation may at its option declare its note due and payable....

Provides for foreclosure in case of default, substitute trustee, etc. The property shall be released only by Corporation at grantors cost



Faint, mirrored text is visible across the page, appearing as bleed-through from the reverse side. The text is largely illegible due to its low contrast and the presence of the seal and ribbon. Some fragments are difficult to decipher but appear to include words like "grant", "installment", "interest", and "principal".

450-118

OFFICE OF THE
GUARANTY ABSTRACT AND TITLE CO.
(INCORPORATED)

Abstract No. 25058

We hereby certify that the foregoing is a complete abstract of all instruments of writing contained in the public records of Tarrant County, Texas, since November 21st, 1919, at 8:00 A. M., affecting the title to the real estate described herein at page one (1)

Our search covers the County Clerk's office, the District Courts, the Probate Court, the United States Circuit and District Courts within said County (except personal money Judgments in U. S. Courts), and ~~the office of Tax Collectors.~~

Witness our signature, this April 20th, 19 22, at 8:00 A. M.

GUARANTY ABSTRACT AND TITLE CO.

By Hubert B. Perry

We have continued this abstract from April 20 19 22, at 8⁰⁰ a M., to this

April 28 19 23, at 8⁰⁰ a M., as to the real estate described herein at page

GUARANTY ABSTRACT AND TITLE CO.

By Frank H. Haines

We have continued this abstract from April 28 19 23, at 8 a. M., to this

April 20 19 28 at 8 a. M., as to the real estate described herein at page one (1)

GUARANTY ABSTRACT AND TITLE CO.

By Frank H. Haines

We have continued this abstract from April 20 19 28, at 8 a. M., to this

July 23 19 34, at 8 a. M., as to the real estate described herein at page one (1)

GUARANTY ABSTRACT AND TITLE CO.

By Frank H. Haines

We have continued this abstract from July 23 19 34, at 8 a. M., to this

August 18 19 34, at 10⁰⁰ a M., as to the real estate described herein at page one (1)

GUARANTY ABSTRACT AND TITLE CO.

By Bro James

We have continued this abstract from _____ 19 _____, at _____ M., to this

_____ 19 _____, at _____ M., as to the real estate described herein at page _____

GUARANTY ABSTRACT AND TITLE CO.

By _____

We have continued this abstract from _____ 19 _____, at _____ M., to this

_____ 19 _____, at _____ M., as to the real estate described herein at page _____

GUARANTY ABSTRACT AND TITLE CO.

By _____

29143

47536

60005

60162

24/2

Application No. 10431

Name: W. Mosew

Address: 1717 Hurley
Fort Worth, Texas

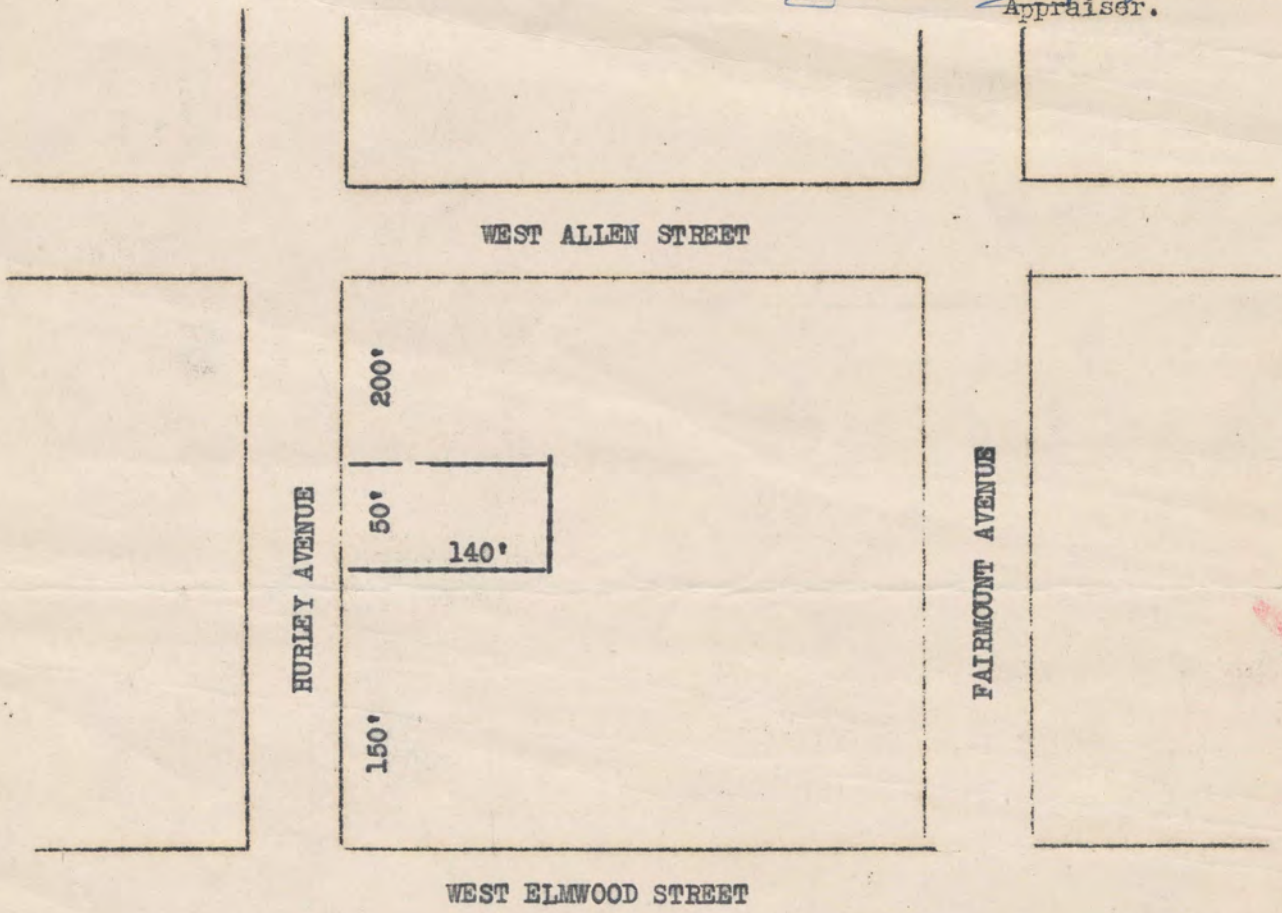
TO THE APPRAISER ADDRESSED:

In connection with the enclosed request for appraisal it will be necessary for you to show in the plat herebelow the approximate location of the property being appraised, showing the names of the four streets surrounding the block in which the property is located. Also show the dimensions of the lot in the plat, and indicate the distance (number of feet) from the two block corners nearest the front of the lot.

If you are appraising acreage or other property that this plat will not cover, please draw a rough diagram on the reverse side of this sheet, giving corners and dimensions.

This diagram is to be returned with your appraisal report.

John C. Ryan
Appraiser.



7-26-34.

This is to certify that the land indicated upon this plat is the identical land described in my preliminary opinion

James E. Mosew
Local Attorney of Tarrant County, Tex.
By G. O. Lipp

W. Moses

Lean #19431/10565

W. Moses

No. 25058

Moses

Abstract of Title

TO

Lots 9 + 10 Block 9
Fairmount an Add
of Fort Worth
Tarrant Co, Texas

**GUARANTY ABSTRACT AND
TITLE COMPANY**

(Incorporated)

LAND TITLE ABSTRACTS

Fort Worth, Texas

**ABSTRACT AND
TITLE INSURANCE**

C. A. BOAZ
400 MAIN ST.

JOHN TARLTON
PHONE 3-2369




ELLIOTT & WALDRON ABSTRACT COMPANIES

INCORPORATED
PETROLEUM BLDG.
PHONE 2-1367
FORT WORTH, TEXAS



COMPLETE ABSTRACTS OF TITLE
TO ALL LANDS AND TOWN LOTS
IN TARRANT COUNTY, TEXAS



ELLIOTT & WALDRON ABSTRACT COMPANIES

LAND MEASURES AND QUANTITIES

For convenience and reference, some figures pertinent to land measures and quantities are appended:

1 vara—33 1-3 inches.
1900 8-10 varas 1 mile.
5645 square varas—1 acre.
4840 square yards or 43,560 square feet—1 acre.
1,000,000 square varas—1 labor or 177 1-10 acres.
25,000,000 square varas—1 league or 4428 acres.
7.92 inches—1 link.
1 rod—5 1-2 yards, or 16 1-2 feet, or 5.94 varas.
320 rods—1 mile.
100 links—1 chain, or 66 feet, or 23.76 varas.
80 chains, 5280 feet, 1760 yards—1 mile.
To reduce yards to varas multiply by 1.08.

To reduce varas to yards, divide by 1.08.
To reduce feet to varas, multiply by 36 and point off two decimals.
To reduce varas to feet, multiply by 100 and divide by 36.
To reduce square varas to acres divide by 5645. In applying this rule, this table will be found useful:

5645x2	equal	11,290
5645x3	equal	16,935
5645x4	equal	22,580
5645x5	equal	28,225
5645x6	equal	33,870
5645x7	equal	39,515
5645x8	equal	45,160
5645x9	equal	50,805

This Abstract is made, certified to and delivered by us with the expressed condition and understanding, which is also a part of the consideration, that it shall not be copied or photostat in whole or in part by any party or parties for any purpose, whatsoever, and shall only be used for the purpose of examining the title to the property described below and any infringement will be prosecuted.

ABSTRACT OF TITLE

TO

Lots Noa. 9 and 10, Block No. 9, Fairmount Addition to the City
of Fort Worth, Tarrant County, Texas.

Home Owners' Loan Corporation

To

The Public

Certified Copy of Resolution.

Dated: Sept. 27, 1937.

Filed: Feb. 1, 1938.

Recorded: Vol. 1357, page 76,
Deed Records, Tarrant Co., Texas.

Be it resolved, That the following officers of Home Owners' Loan Corporation, to-wit: The Chairman of the Board of Directors or Vice Chairman, or any member of the Board of Directors, the General Manager or any Deputy General Manager, the Secretary or any Assistant Secretary, the Treasurer or any Assistant Treasurer, any Regional or Assistant Regional Manager, any Regional or Assistant Regional Treasurer, or any State, Division or Territorial Manager or any Assistant State, Division or Territorial Manager, or any State, Division or Territorial Counsel, or any Assistant State, Division or Territorial Counsel, be and each is, hereby authorized to execute, seal with the Corporate Seal, attest, acknowledge on behalf of the Corporation and deliver or accept any instrument, and perform any and all acts necessary or appropriate, in connection with: (a) the exercise of any power-of-attorney now or hereafter running to Home Owners' Loan Corporation and the appointment of substituted trustees under deeds of trust or other instruments securing debts now or hereafter held by the Corporation, or (b) the foreclosure of any mortgage or security now or hereafter held by said Corporation, including foreclosure deeds in pursuance of sales under power-of-attorney or (c) the purchase, sale, management, ownership or rental of any property to or by said Corporation, including deeds conveying title to real estate or any interest therein now or hereafter held by the Corporation and contracts or other obligations for the sale of real estate or any interest therein now or hereafter held by the Corporation, or (d) the acquisition by giving in payment, reconveyance, assignment, complete or partial release, subordination, satisfaction, cancellation or discharge of any judgment, lien, security, mortgage or instrument of indebtedness now or hereafter held by said Corporation or (e) the appointment of an attorney in fact to act for the Corporation in the foregoing matters or to acknowledge any instrument on behalf of the Corporation; and

Be it further resolved, That this resolution shall become effective on October 1st, 1937; and the Secretary or any Assistant Secretary of the Corporation is authorized to certify and furnish such copies of this resolution as may be required, and to authenticate, acknowledge and do any other act necessary to entitle it to be recorded in any jurisdiction.

I hereby certify that the above is a true and correct copy of a resolution adopted by the Board of Directors, Home Owners' Loan Corporation, at a meeting held on September 27, 1937.

The District of Columbia |

H. R. Townsend, Assistant Secretary
Home Owners' Loan Corporation (Seal)

Before me, a Notary Public in and for the District of Columbia, on this day personally appeared H. R. Townsend, Assistant Secretary of Home Owners' Loan Corporation 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, in the capacity therein stated and as the act and deed of said Corporation.

Given under my hand and seal of office this 5th day of October, 1937.
Mary E. Wagner, Notary Public in
and for the District of Columbia
(Seal)

W. Moses and wife, Aiba Moses,
Et Al, Owner

to

Home Owners' Loan Corporation

Extension Agreement
Dated October 1, 1941
Filed January 14, 1942
Recorded Vol. 1498, Page 326
Deed Records
Tarrant County, Texas

- - -

This Agreement entered into between W. Moses and wife, Aiba Moses; Max Moses and wife, Hannah G. Moses: Joe Moses: Sam Moses: Jennie Moses and Dorothy Moses, single persons or unmarried, hereinafter referred to as Owner, and Home Owners' Loan Corporation, a corporate instrumentality of the United States of America, with its principal office at Washington, D.C., hereinafter called the Corporation:

Witnesseth:

Whereas, the Corporation owns a certain note described in and secured by a certain mortgage recorded in Volume 459, pages 13 et seq. of the Real Estate Mortgage Records of Tarrant County, State of Texas, which is here referred to and made a part hereof; and

Whereas, under the terms of said note and mortgage there remains unpaid as of the 1st day of October, 1941, the sum of Seventeen hundred twenty-two & 69/100 Dollars (\$1722.69) including principal, interest and advances; which amount Owner owes to the Corporation but is unable to pay pursuant to provisions of said instruments;

PART ONE

Owner hereby covenants and agrees that he is now the Owner and holder of the premises upon which the aforesaid mortgage is a valid first lien to secure payment of Owner's indebtedness to the Corporation above set forth; and that there are no defenses, offsets or counterclaims to said note or said mortgage; and that Owner is fully authorized to execute these presents as such.

Now, Therefore, in consideration of the premises and of the covenants herein contained, it is mutually agreed as follows:

1. That as herein provided, the Corporation hereby extends the time for payment of said balance remaining unpaid as of such date; and that Owner will (a) pay, in accordance with the terms of the above-mentioned note or, at the election of the Corporation, at its Regional Office in Dallas, Texas, such amount with interest from said date at five per centum per annum on the unpaid balance in monthly installments of \$12.75 the first of which shall become due and payable on the 1st day of November, 1941, and the remaining installment successively on the same day of each month thereafter until said principal sum together with interest thereon is fully paid; and (b) perform all of the covenants and conditions of such note and mortgage.

2. All the rights and remedies provided in said note and in said mortgage relating to default in the making of payments shall also apply to default in the making of the payments provided for in Part One hereof.

PART TWO

In consideration of the granting of the extension as provided in Part One hereof, the Owner hereby further covenants and agrees:

1. To pay, at the times and in the manner in this paragraph specified such taxes, assessments, ground rents, other levies, charges, and items as the Corporation may from time to time determine, together with such costs of renewal or purchase of fire or other insurance on said pro-

perty as the Corporation may from time to time require, all of which are hereinafter designated as "items." Owner agrees that any failure to so pay said items shall constitute a default under said mortgage as extended, upon the happening of which the Corporation, may, at its option, exercise any or all of its rights and pursue any or all of its remedies provided in said mortgage as extended or arising by operation of law. The Owner shall provide for the payment of said items by paying to the Corporation during the term of said mortgage as extended, in addition to all other payments to be made by the Owner hereunder and at the several times at which the Owner is obligated to make installment payment of principal and or interest as provided in Part One hereof, additional payments at the rate of at least 1/12 per month of the annual aggregate of such items as such annual aggregate is from time to time estimated by the Corporation. The Corporation may commingle with its general funds any moneys received or retained by it pursuant to the provisions of Part Two hereof and shall not be liable for the payment of any interest thereon, now shall the Corporation incur any liability to the Owner or any other party on account of such moneys, except to account for funds received and funds disbursed under the terms hereof. From and out of moneys received by the Corporation pursuant to the provisions of Part Two hereof, and/or from and out of any other moneys received by the Corporation from the Owner or for the Owner's account, the Corporation may at any time pay the whole or any part of any such items, whether the same has or has not become due or overdue, together with any penalty, interest and charges thereon; or may retain without liability for interest or otherwise except to account for funds received and funds disbursed, any of such moneys for payment of said items; or the Corporation may at its sole option apply at any time any or all of such moneys to the payment of any indebtedness owing to it from the Owner. If such moneys accumulated by the Owner in the hands of the Corporation pursuant to the provisions of Part Two hereof are insufficient in amount to pay and discharge such items, together with any penalties, interest or charges thereon, when the same become due, payable, past due or delinquent, and if the Owner fails to pay to the Corporation without demand, the amount of such deficiency, then the Corporation at its sole option may at any time pay the whole or any part of any of such items, charges, penalties or interest from its own funds, and any such payment by the Corporation from its own funds shall constitute an advance for the account of Owner, shall bear interest from the date of such advance at the rate provided in Part One hereof, and together with such interest shall be secured by, and added to the indebtedness already secured by said Mortgage as extended. All payments of such items, charges, penalties or interest made by the Corporation hereunder may be in such amounts as are shown by its own records, or by bills therefore issued by proper authority to be due, payable, past due or delinquent on account thereof or on the basis of any other information received by the Corporation. Upon full payment of all Owner's indebtedness to the Corporation, it shall refund to the Owner, without interest, all unexpended and unapplied moneys then in its possession which were theretofore received or retained by the Corporation pursuant to the provisions of Part Two hereof, but none of said moneys received or retained by the Corporation hereunder may be withdrawn so long as any indebtedness of Owner to the Corporation remains unpaid.

2. All costs (including title examination, attorney's fees and recording fees) incurred in connection with the granting of this extension and not paid by Owner at the time of execution hereof shall constitute advances for the account of Owner, shall bear interest from the dates of expenditure thereof at the rate provided in Part One hereof, and together with such interest shall be secured by, and added to the indebtedness already secured by said mortgage as extended.

3. All advances which the Corporation shall make pursuant to the terms of said mortgage or under the terms of this instrument, together with interest thereon, shall be repaid by Owner to the Corporation in law-

ful money of the United States of America immediately and without demand at the Corporation's Regional Office in Dallas, Texas, or at such other place or places as the Corporation may designate unless the Corporation shall permit such sums of money to be otherwise repaid, in which event the same shall be repaid by Owner to the Corporation at such time or times, in such amount or amounts at such place or places, and in such manner as the Corporation shall from time to time determine and require.

PART THREE

Except as herein stipulated, none of the provisions of this instrument shall in any way change or modify any of the Corporation's rights under or remedies on its note and/or its mortgage as extended in Part One hereof, whether such rights or remedies arise thereunder or by operation of law and none of the Owner's obligations or liabilities under said note and/or said mortgage as extended shall be changed or modified by any provision hereof.

The Corporation expressly reserves all rights of recourse and otherwise against any property or any other persons in any way liable on Owner's indebtedness hereinabove set forth.

The provisions of this instrument shall bind, and inure to the benefit of, the parties hereto, the undersigned, their heirs, executors administrators, successors and assigns. Wherever the contest hereof so requires, the masculine shall include the feminine and the singular the plural.

Joe Moses
Joe Moses

W. Moses
W. Moses (Seal)

Sam Moses
Sam Moses

Aiba Moses
Aiba Moses (Seal)

Dennie Moses
Dennie Moses

Max Moses
Max Moses (Seal)

Dorothy Moses
Dorothy Moses

Hannah G. Moses
Hannah G. Moses (Seal)

(-----)

Home Owners' Loan Corporation
By J.C. Anderson, Jr.
J.C. Anderson, Jr.
Regional Treasurer (Title)

Received Jan. 9, 1942, Legal Dept.

Acknowledged by Joe Moses, in statutory form, on November 14th, 1941, before Beeman Carrell, Notary Public in and for Dallas County, Texas. (Seal)

The State of Arkansas }
County of _____ } Before me, the undersigned authority, on this day personally appeared Max Moses, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and acknowledged to me that he executed the same for the purposes and consideration therein stated.

Also personally appeared Hannah G. Moses, wife of the said Max Moses, known to me to be the person whose name is subscribed to the foregoing instrument of writing, and having been examined by me privily and apart from her husband, and having the same fully explained to her by me, she, the said Hannah G. Moses, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not

wish to retract it.

Given under my hand and seal of office, this 31 day of December, 1941.

(Seal)

Leah Orth
Notary Public in and for
Pulaski County, Arkansas.

Acknowledged by Sam Moses, Jennie Moses and Dorothy Moses, single persons or unmarried, in statutory form, on November 4th, A.D. 1941, before Edna McGregor, Notary Public in and for Tarrant County, Texas.
(Seal)

Acknowledged by W. Moses and Alba Moses, wife of W. Moses, by joint acknowledgment in statutory form for man and wife, on October 27th A.D. 1941, before Edna McGregor, Notary Public in and for Tarrant County, Texas. (Seal)

Home Owners' Loan Corporation

to

W. Moses and wife Aiba Moses, et al.

Release
Dated January 31, 1946
Filed February 6, 1946
Recorded Vol. 1766 page 526
Deed Records of
Tarrant County,
Texas.

-oOo-

Whereas, all sums now owing on that certain promissory note for the original sum of Twenty Four Hundred Sixty Two and 06/100 (\$2462.06) Dollars executed by W. Moses and wife Aiba Moses; Max Moses and wife H annah G. Moses; Joe Moses; Sam Moses; Jennie Moses and Dorothy Moses, single persons, described in and secured by a deed of trust recorded in Volume 459 page 13, et seq. of the Records of Mortgages and Deeds of Trust of Tarrant County, Texas, which deed of trust as so recorded, and any extension thereof recorded in the County aforesaid, is here referred to and made a part hereof for descriptive and all other proper purposes, have been paid in full to Home Owners' Loan Corporation, the legal owner and holder of said note at the time of such payment, and said deed of trust is now fully discharged and satisfied;

Now Therefore, Know all Men by these Presents: That the said Home Owners' Loan Corporation, the legal owner and holder of said note at the time of payment hereby acknowledges the full payment and satisfaction of the indebtedness so evidenced and secured and hereby released and cancels the lien of said deed of trust as well as all other liens retained to secure its payment.

Home Owners' Loan Corporation

By W.W. Salmon,
Asst. Regional Treasurer.

(SEAL).

Acknowledged by W.W. Salmon, Assistant Regional Treasurer of Home Owners' Loan Corporation, in statutory form "in the capacity therein stated, and as the act and deed of said Home Owners' Loan Corporation, on January 31st, 1946, before Juanita Walker, Notary Public in and for Dallas County, Texas. (SEAL).

-oOo-

j1 22580

CERTIFICATE

THE STATE OF TEXAS)
)
COUNTY OF TARRANT)

The Elliott & Waldron Abstract Companies, a corporation, duly incorporated and doing business under and by virtue of the laws of the State of Texas, does hereby certify that the foregoing -8- pages, numbered from 1 to 8, both inclusive, show a complete abstract of all instruments filed or recorded in the offices of the Clerks of the County and District Courts of Tarrant County, Texas, and in the office of the clerk of the United States District Court located in said County, which affect the title to the lands situated in said Tarrant County, Texas, fully described herein on page -One-

Since August 18th, 1934 at 10:00 o'clock A.M.

IN WITNESS WHEREOF, the said Elliott & Waldron Abstract Companies, Incorporated, has caused this certificate to be signed and its corporate seal to be hereunto affixed at its office in Fort Worth, Texas, on this 19th day of May A. D. 1948, at 7:00 o'clock A.M.

No. 22580

By *[Signature]* ELLIOTT & WALDRON ABSTRACT COMPANIES, INC.,
Manager

Searcher

M.T.
D.W.



Jennie Moses Winkler, joined herein
by my husband, Herman J. Winkler

to

W. Moses

General Warranty Deed
Dated May 26th, 1947
Filed June 1st, 1948
Recorded in Vol. 2005, page 203
Deed Records,
Tarrant County, Texas

In consideration of the sum of Ten & No/100 (\$10.00) Dollars, to me cash in hand paid by W. Moses, the receipt and sufficiency of which is hereby acknowledged and confessed, and of the love and affection which I bear for my said father, W. Moses.

Grant, Sell and Convey unto the said W. Moses, of the County of Tarrant State of Texas, all of my right, title and interest in and to that certain lot, tract or parcel of land, lying and being situated in the City of Fort Worth, Tarrant County, Texas, described as follows, to-wit:

Lots Nos. 9 and 10, in Block No. 9, Fairmount Addition to the City of Fort Worth, Tarrant County, Texas.

To Have and to Hold, etc., unto the said W. Moses and his heirs and assigns, etc., Warrant and Forever Defend, etc., unto the said W. Moses and his heirs and assigns, etc.,

Jennie Moses Winkler (JMW)
Herman J. Winkler (HJW)

Acknowledged by Herman J. Winkler, and Jennie Moses Winkler, his wife, by joint acknowledgment, in statutory form for man and wife, on 26 day of May A. D. 1947, before Malvern G. McDonald, Notary Public, in and for Ector, County, Texas. (Seal)

Handwritten notes:
Mrs. Moses
Jennie
Herman
Done
All deed to W. Moses

Dorothy Moses Cohen, joined herein by
my husband, Isadore Cohen

to

W. Moses

General Warranty Deed
Dated May 16th, 1947
Filed June 1st, 1948
Recorded in Vol. 2005, page 204
Deed Records, Tarrant County,
Texas

In consideration of the sum of Ten & No/100 (\$10.00) Dollars to me cash in hand paid by W. Moses, the receipt and sufficiency of which is hereby acknowledged and confessed, and of the love and affection which I bear for my said father W. Moses.

Grant, Sell and Convey unto the said W. Moses, of the County of Tarrant State of Texas, all of my right, title and interest in and to that certain lot, tract or parcel of land lying and being situated in the City of Fort Worth, Tarrant County, Texas, described as follows, to-wit:

Lots Nos. 9 and 10, in Block No. 9, Fairmount Addition to the City of Fort Worth, Tarrant County, Texas.

To Have and to Hold, etc., unto the said W. Moses, and his heirs and assigns, etc., Warrant and Forever Defend, etc., unto the said W. Moses, and his heirs and assigns, etc.,

Dorothy Moses Cohen
Isadore Cohen

Acknowledged by Isadore Cohen and Dorothy Moses Cohen, his wife, by joint acknowledgment, in statutory form for man and wife, on day of May A. D. 1947, before Louise Athey, Notary Public, in and for Stephens County, Texas. (Seal)

Max Moses

to

W. Moses

||
||
||

General Warranty Deed

Dated May 16th, 1947

Filed June 1st, 1948

Recorded in Vol. 2005, page 205

Deed Records, Tarrant County, Texas

In consideration of the sum of Ten & No/100 (\$10.00) dollars to me cash in hand paid by W. Moses, the receipt and sufficiency of which is hereby acknowledged and confessed, and of the love and affection which I bear for my said father W. Moses.

Grant, Sell and convey unto the said W. Moses, of the County of Tarrant State of Texas, all of my right, title and interest in and to that certain lot, tract or parcel of land, lying and being situated in the City of Fort Worth, Tarrant County, Texas, described as follows, to-wit:

Lots Nos. 9 and 10, in Block No. 9, Fairmount Addition to the City of Fort Worth, Tarrant County, Texas.

The above described property constitutes no part of my homestead.

To Have and to Hold, etc., unto the said W. Moses, and his heirs and assigns, etc., Warrant and Forever Defend, etc., unto the said W. Moses, and his heirs and assigns, etc.,

Max Moses

Acknowledged by Max Moses, in statutory form, on 23 day of May A. D. 1947, before Pauline Smuker, Notary Public in and for Pulaski County, Arkansas. (Seal) My com. Exp. 10-2-47

Joe Moses, a single man

to

W. Moses

| General Warranty Deed
 | Dated June 24th, 1947
 | Filed June 1st, 1948
 | Recorded in Vol. 2005, page 206
 | Deed Records, Tarrant County, Texas

In consideration of the sum of Ten & No/100 (\$10.00) Dollars to me cash in hand paid by W. Moses, the receipt and sufficiency of which is hereby acknowledged and confessed, and of the love and affection which I bear for my said father W. Moses.

Grant, Sell and Convey unto the said W. Moses, of the County of Tarrant State of Texas, all of my right, title and interest in and to that certain lot, tract or parcel of land, lying and being situated in the City of Fort Worth, Tarrant County, Texas, described as follows, to-wit:

Lots Nos. 9 and 10 in Block No. 9, Fairmount Addition to said City of Fort Worth, Tarrant County, Texas.

To Have and to Hold, etc., unto the said W. Moses and his heirs and assigns, etc., Warrant and Forever Defend, etc., unto the said W. Moses and his heirs and assigns, etc.,

Joe Moses (JM)

Acknowledged by Joe Moses, a single man, in statutory form on the 24th day of June, A. D. 1947, before Jo B. Miller, Notary Public, in and for Tarrant County, Texas. (Seal)

Sam Moses

to

W. Moses

General Warranty Deed
Dated May 16th, 1947
Filed June 1st, 1948
Recorded in Vol. 2005, page 207
Deed Records, Tarrant Co., Texas

In consideration of the sum of Ten & No/100 (\$10.00) Dollars to me cash in hand paid by W. Moses, the receipt and sufficiency of which is hereby acknowledged and confessed, and of the love and affection which I bear for my said father W. Moses.

Grant, Sell and Convey unto the said W. Moses, of the County of Tarrant State of Texas, all of my right, title and interest in and to that certain lot, tract or parcel of land, lying and being situated in the City of Fort Worth, Tarrant County, Texas, described as follows, to-wit:

Lots Nos. 9 and 10, in Block No. 9, Fairmount Addition to the City of Fort Worth, Tarrant County, Texas.

The above described property constitutes no part of my homestead.

To Have and to Hold, etc., unto the said W. Moses, and his heirs and assigns, etc., Warrant and Forever Defend, etc., unto the said W. Moses and his heirs and assigns, etc.,

Sam Moses (SM)

Acknowledged by Sam Moses, in statutory form, on 23 day of May A. D. 1947, before R. Pelton, Notary Public, in and for Webb County Texas. (Seal)

W. Moses and wife, Aida Moses

to

Mrs. Grace Vickers, a widow

General Warranty Deed
 Vendor's Lien Retained
 Dated May 29th, 1948
 Filed June 1st, 1948
 Recorded in Vol. 2005, page 201
 Deed Records, Tarrant Co., Texas

In consideration of the sum of Eight Thousand Two Hundred Fifty & No/100 (\$8,250.00) Dollars to us paid and secured to be paid by Mrs. Grace Vickers, a widow, as follows: Three Thousand & No/100 (\$3,000.00) Dollars cash to us in hand paid by Mrs. Grace Vickers, a widow, the receipt and sufficiency of which is hereby acknowledged and confessed; and the further consideration of the execution and delivery by Mrs. Grace Vickers, of her certain promissory vendor's lien note of even date herewith, in the principal sum of \$5,250.00, payable to the order of W. Moses, in installments of \$75.00 each, the first installment being due and payable on or before July 1, 1948, and a like installment on or before the 1st day of each and every succeeding month thereafter, until the full amount thereof shall have been paid, both principal and interest said note bearing interest from date at the rate of five percent per annum, said installment payments of \$75.00 per month shall be applied first to interest and balance to principal. Said note further provides for 10% attorneys fees, in the event said note is placed in the hands of an attorney for collection, or collected through the probate or bankruptcy court. All past due principal and interest shall bear interest at the rate of 10% per annum. Said note further provides that failure to pay any installment thereon when due shall at the election of the holder, mature the entire balance owing thereon. Maker has full on or before and anticipation privileges. The note herein given is additionally secured by a Deed of Trust of even date herewith to Milton J. Mehl, Trustee. Grantee assumes payment of taxes for 1948.

Grant Sell and Convey unto the said Mrs. Grace Vickers, a widow of the County of Tarrant State of Texas, all that certain lot, tract or parcel of land, lying and being situated in the City of Fort Worth, Tarrant County, Texas, being:

Lots Nos. 9 and 10, Block 9, Fairmount Addition to the City of Fort Worth, Tarrant County, Texas, also known as 1717 Hurley Avenue, Fort Worth 4, Texas.

To Have and to Hold, etc., unto the said Mrs. Grace Vickers and her heirs and assigns, etc., Warrant and Forever Defend, etc., unto the said Mrs. Grace Vickers, and her heirs and assigns, etc., Vendor's lien retained....

\$9.35 U.S.I.R.S. Cancelled.

Aida Moses
 W. Moses

Acknowledged by W. Moses, and Aida Moses, his wife, by joint acknowledgment, in statutory form for man and wife, on 29th day of May A. D. 1948, before Jo B. Miller, Notary Public, Tarrant County, Texas. (Seal)

Mrs. Grace Vickers, a widow,
to
Milton J. Mehl, Trustee,
W. Moses, Beneficiary

Deed of Trust
Dated: May 29, 1948
Filed: June 1, 1948
Recorded; Volume 728, page 537,
Deed of Trust Records,
Tarrant County, Texas.

Grant, Bargain, Sell and Convey unto the said Milton J. Mehl, Trustee and to his successor or substitute in this trust, and to his and their assigns hereunder forever, the following described property, situated, lying and being in the County of Tarrant and State of Texas, to-wit:

Lots Nos. 9 and 10, in Block No. 9, Fairmount Addition to the City of Fort Worth, Tarrant County, Texas.

Maker hereof warrants and represents to the Trustee and the Beneficiary hereof that at this time, she is unmarried.

Maker hereof especially covenants and agrees that in the event of default in the payment of any installment of principal or interest due or to become due upon the hereinafter described indebtedness, secured hereby, that the beneficiary herein or other holder of said indebtedness shall have the right to collect the rents and revenues accruing and to accrue from said property and to apply the same upon the hereinafter described indebtedness.

This Conveyance is made in trust, however, to secure and enforce the payment of one promissory note of even date herewith (hereinafter referred to as note), executed by the undersigned, payable to W. Moses, or order at Fort Worth, Texas, as follows: In the principal sum of \$5,250.00 payable in monthly installments of \$75.00 each, the first installment to be due and payable on or before July 1, 1948, and a like installment of \$75.00 on or before the 1st day of each succeeding month thereafter until the full amount thereof, both principal and interest, shall have been paid; said installments of \$75.00 to be applied first to accrued interest and balance to principal. Said note further provides for 10% attorneys fees, in the event same is placed in the hands of an attorney for collection or collected through the probate of bankruptcy court. All past due principal and interest shall bear interest from maturity at the rate of 10% per annum. Said note further provides that failure to pay any installment thereon when due, shall, at the option of the holder, mature the entire balance owing thereon. Maker of said note has full on or before and anticipation privileges. Said note bears interest from date at the rate of 5% per annum.

It is also agreed that this Deed of Trust covers any and all renewals of the above described indebtedness.

Grants Power of Sale in case of default in the payment of said note, or in the breach of any of the agreements or covenants herein mentioned, etc.....provides for the maintenance of insurance....payment of all taxes and assessments, and the appointment of substitute trustee, etc.....

The undersigned hereby declare that the property herein mentioned forms no part of any property owned, used, occupied or claimed as their homestead or as exempt from forced sale under the laws of the State of Texas, and disclaim and renounce all and every claim thereto under any such law or laws, in so far as the indebtedness hereby secured is concerned.

Mrs. Grace Vickers

Acknowledged by Mrs. Grace Vickers, a widow in statutory form, on 29th day of May A.D. 1948, before Jo B. Miller, Notary Public, in and for Tarrant County, Texas. (Seal)

CERTIFICATE

THE STATE OF TEXAS)
)
COUNTY OF TARRANT)

The Elliott & Waldron Abstract Companies, a corporation, duly incorporated and doing business under and by virtue of the laws of the State of Texas, does hereby certify that the foregoing -8- pages, numbered from 9 to 16, both inclusive, show a complete abstract of all instruments filed or recorded in the offices of the Clerks of the County and District Courts of Tarrant County, Texas, and in the office of the clerk of the United States District Court located in said County, which affect the title to the lands situated in said Tarrant County, Texas, fully described herein on page -One-

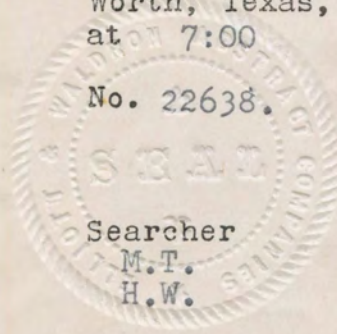
Since May 19th, 1948 at 7:00 o'clock a.m.

IN WITNESS WHEREOF, the said Elliott & Waldron Abstract Companies, Incorporated, has caused this certificate to be signed and its corporate seal to be hereunto affixed at its office in Fort Worth, Texas, on this 2nd day of June A. D. 19 48 , at 7:00 o'clock. a.m.

No. 22638.

ELLIOTT & WALDRON ABSTRACT COMPANIES, INC.,

By *[Signature]* Manager



TAX CERTIFICATE

Order No. 22580

Prepared for Mayer, Tuchin & Mehl

Property covered by Abstract 22580 Address Fort Worth, Texas

The ELLIOTT & WALDRON ABSTRACT COMPANIES, a Corporation, hereby certifies that it has examined the books and records in the offices of the Tax Collector of Tarrant County and of the City of Fort Worth and that on the date shown below said books and records show the condition of the taxes on the following described property to be as set out in paragraphs (B) and (C).

(A) DESCRIPTION OF PROPERTY

Lots Nos. 9 and 10, Block No. 9, Fairmount Addition to the City of Fort Worth, Tarrant County, Texas.

(B) STATE AND COUNTY TAXES (Due the State of Texas and County of Tarrant)

Are paid up to and including those for the year 1947.

(C) CITY TAXES (Due the City of Fort Worth)

Are paid up to and including those for the year 1947.

No search has been made for any other taxes except those above specifically enumerated.

The above statement is based on the current tax rolls and delinquent tax records at this date used by the County of Tarrant and the City of Fort Worth, and no search for taxes is made beyond said records.

We assume no financial responsibility for errors which may be occasioned by errors in said records, or for changes made in said records subsequent to the date of the above tax statement.

Witness the seal and signature of the ELLIOTT & WALDRON ABSTRACT COMPANIES, a Corporation, at Fort Worth, Texas, this the 19th day of May, 1948.

ELLIOTT & WALDRON ABSTRACT COMPANIES, Inc.

By

Manager.

The balance on note of Mrs. Grace Vickers is
\$2,721.79 with interest paid to 4-1-49
Interest at 5 %



NO. 22580

W. Massey to Gene Dickson

ABSTRACT OF TITLE

TO

Lots Nos. 9 & 10, Block No. 9, Fairmount

Addition to the City of Fort Worth, Tarrant

County, Texas.

102999

ELLIOTT & WALDRON
9000
F.W.



ELLIOTT & WALDRON ABSTRACT COMPANIES

INCORPORATED
PETROLEUM BLDG.
PHONE 2-1367
FORT WORTH, TEXAS

"THE TITLE TELLS THE TALE"

(TRADE MARK REGISTERED)

RELIABLE



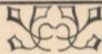
SERVICE

PHONE 2-7137

FORT WORTH, TEXAS

V. C. McNAMEE . . . GENERAL MANAGER

NOLTY COX . . . MGR. ABSTRACT DEPT.



LAND MEASURES AND QUANTITIES

1 vara— $33\frac{1}{3}$ inches.
1900.8 varas—1 mile.
5645 square varas—1 acre.
4840 square yards or 43,560 square feet—1 acre.
1,000,000 square varas—1 labor or 177.1 acres.
26,000,000 square varas—a league or 4428 acres.
7.92 inches—1 link.
1 rod— $5\frac{1}{2}$ yards or $16\frac{1}{2}$ feet—5.94 varas.
320 rods—1 mile.
100 links—1 chain or 66 feet or 23.76 varas.
80 chains or 5280 feet or 1760 yards—1 mile.
To reduce yards to varas, multiply by 1.08.
To reduce varas to yards, divide by 1.08.

To reduce feet to varas, multiply by 36 and point off two decimals.

To reduce varas to feet, multiply by 100 and divide by 36.

To reduce square varas to acres, divide by 5645.

In applying this rule this table will be found useful:

5645 x 2	equal	11,290
5645 x 3	equal	16,935
5645 x 4	equal	22,580
5645 x 5	equal	28,225
5645 x 6	equal	33,870
5645 x 7	equal	39,515
5645 x 8	equal	45,160
5645 x 9	equal	50,805

NOT RESPONSIBLE FOR ANY ABSTRACT WITHOUT CERTIFICATE, SIGNATURE AND SEAL

*There are enough uncertainties about life without guessing at the title to real estate
—be on the safe side—have an abstract made, and examined by your attorney*

"THE TITLE TELLS THE TALE"

V. C. MCNAMEE
DISTRICT MANAGER

NOLTY COX
MANAGER ABSTRACT DEPT.

MEMBER:
AMERICAN TITLE
ASSOCIATION
TEXAS TITLE
ASSOCIATION

*"A Complete Abstract of Tarrant Co. Land Titles
Up to Sundown Yesterday"*

Stewart Title Company

INCORPORATED
FORT WORTH, TEXAS

2ND FLOOR DAN WAGGONER BUILDING
SIXTH AND HOUSTON

ABSTRACT OF TITLE
TO

Lots No. Nine (9) and Ten (10) in Block No. Nine
(9) **FAIRMOUNT ADDITION**, to the City of Fort Worth
Tarrant County, Texas.

----- e0o -----

V. C. MCNAMEE
DISTRICT MANAGER

NOLTY COX
MANAGER ABSTRACT DEPT.

MEMBER:
AMERICAN TITLE
ASSOCIATION
TEXAS TITLE
ASSOCIATION

"A Complete Abstract of Tarrant Co. Land Titles
Up to Sundown Yesterday"

Stewart Title Company

INCORPORATED

FORT WORTH, TEXAS

2ND FLOOR DAN WAGGONER BUILDING
SIXTH AND HOUSTON

ABSTRACT No. 102999

The consideration paid for this Abstract is charged with the express understanding and agreement that the same is to be used only for the purpose of examining the title to the land herein described, and is not to be copied for remuneration or for any other purpose.

UNIFORM CERTIFICATE ADOPTED BY THE TEXAS TITLE ASSOCIATION

THE STATE OF TEXAS, }
County of Tarrant. }

THE STEWART TITLE COMPANY does hereby certify that the foregoing pages from 1 to 3 inclusive are a true and correct abstract of all instruments of record or on file in the offices of the Clerks of the County and District Courts of Tarrant County, Texas, and in the office of the Clerk of the United States District Court located in said county, affecting the title to the real estate described herein at page One (1) since June 2nd, 1948, at 7:00 A.M.

THIS ABSTRACT IS COMPILED FROM THE RECORDS OF THE ABSTRACT PLANT ACQUIRED BY THIS COMPANY, ORIGINALLY KNOWN AS THE HOME ABSTRACT COMPANY, SITUATED AT 206 DAN WAGGONER BUILDING, FORT WORTH, TEXAS, WHERE IT IS STILL OPERATED BY THE STEWART TITLE COMPANY.

This certificate does not cover any taxes assessed against said property.

The undersigned hereby certifies that it is the owner of a complete abstract plant covering the above named records to the titles to all real estate situated in said county from the sovereignty of the soil.

This certificate is issued for the use of and shall inure to the benefit of MRS. GRACE VICKERS, and her assigns.

Witness our signature and seal at FORT WORTH, TEXAS, this the 25th day of MARCH

19 49, at 8:00 A. M.

Copied I. B. 1228, P. 504

Date 3-29-49 By Nolty Cox

STEWART TITLE COMPANY

By Nolty Cox
Manager Abstract Dept.

Page 2

ATTENTION OF EXAMINERS is called to Ordinance No. 2082 passed by the City of Fort Worth, on September 6th, 1940, and effective October 1st, 1940, zoning all property within the City limits in point of use and occupancy thereof, and location and character of buildings thereon.

102999

TAX CERTIFICATE

Prepared for MRS. GRACE VICKERS

Property covered by Abstract No. 102999 Address FORT WORTH, TEXAS.

The STEWART TITLE COMPANY hereby certifies that it has examined the books and records in the offices of the Tax Collector of Tarrant County and of the City of Fort Worth and that on the date shown below said books and records show the condition of the taxes on the following described property to be as set out in paragraph (B) and (C).

(A) DESCRIPTION OF PROPERTY

Lots No. 9 and 10 in Block No. 9, FAIRMOUNT ADDITION, to the City of Fort Worth, Tarrant County, Texas.

(B) STATE AND COUNTY TAXES (Due the State of Texas and County of Tarrant)

Delinquent for 1948.

(C) CITY TAXES (Due the City of Fort Worth) (Also School Taxes due the Fort Worth Independent School District)

Paid for the year 1948.

No search has been made for any other taxes except those above specifically enumerated.

Witness the seal and signature of the STEWART TITLE COMPANY at Fort Worth, Texas, this the

25th day of MARCH 1949

STEWART TITLE COMPANY

By

Holtz Co.
MANAGER ABSTRACT DEPT.

3

102999



BEB

PHONE 2-7137

W. Moses

to

Mutual Savings and Loan
Association

Transfer

Dated May 31, 1949

Filed June 1, 1949

Recorded in Book 2091 p 336

Deed Records

Tarrant County, Texas

WHEREAS, on the 29th, day of May A.D. 1948, Grace Vickers, a feme sole did execute one certain note, described as follows:

A vendor's Lien Note, payable to the order of W. Moses in the original principal sum of \$5250.00 payable in monthly installments of \$75.00 each, beginning July 1, 1948, secured by vendor's lien retained in the deed from W. Moses and wife Aida Moses to Grace Vickers, dated May 29, 1948, and which note was additionally secured by Deed of Trust to Milton J. Mehl, Trustee recorded in Vol. 728, page 537, Deed of Trust Records of Tarrant County, Texas, and which said note is set out and described in a certain Warranty Deed executed by W. Moses and wife, Aida Moses, to Grace Vickers, a feme sole and recorded in Volume 2005 page 201, Record of Deed of Tarrant County, Texas and secured by the Vendor's Lien therein expressed, on the following described lot, or parcel of land situated in the County of Tarrant, State of Texas, to-wit:

Lots No. 9, and 10 in Block 9 FAIRMOUNT ADDITION
to the City of Fort Worth, Tarrant County, Texas

AND WHEREAS, the balance due and owing at this date, principal and interest is \$2669.20

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That I, W. Moses the payee and owner and holder of said note, for and in consideration of the sum of \$2669.20 to me in hand paid by MUTUAL SAVINGS AND LOAN ASSOCIATION, I have sold, Transferred and Conveyed and do hereby Sell, Transfer and Convey unto said MUTUAL SAVINGS AND LOAN ASSOCIATION, of the County of Tarrant, Texas, the said note and said lien and all liens and titles held by me in and to said land.

TO HAVE AND TO HOLD the same unto the said MUTUAL SAVINGS AND LOAN ASSOCIATION, its successors and assigns forever, provided; however, that this transfer is without recourse on me.

W. Moses

ACKNOWLEDGED in Statutory Form by W. Moses, on May 31st, 1949 before Milton J. Mehl, Notary Public, Tarrant County, Texas.
(Seal)



PHONE 2-7137

BEB

Grace Vickers, a feme sole

to

Lacy Boggess, Trustee
Mutual Savings and Loan
Association, Benef.

Deed of Trust
Dated May 30, 1949
Filed June 1, 1949
Recorded in Book 771 p 534
Deed of Trust Records
Tarrant County, Texas

Grant, Sell and Convey unto the said party of the second part as Trustee, and to his successor or successors in this trust, the real estate situated in the City of Fort Worth, Tarrant County, Texas, described as follows:

Lots 9 and 10 in Block No. 9, FAIRMOUNT ADDITION
to the City of Fort Worth, Tarrant County, Texas

TO HAVE AND TO HOLD.....

This conveyance is intended as a trust to better secure the party of the third part in the payment of a certain promissory note for \$3750.00 executed by Grace Vickers, a feme sole, and payable to the order of party of the third part, which said note is dated May 30, 1949, and payable in accordance with the terms and interest rate as stipulated in said note.

In addition to installments as provided in said note, Grantors agree (s) to pay additional installments equivalent to one-twelfth (1/12) of the total amount of annual taxes assessed against the property securing this Deed of Trust and the annual premiums on insurance covering improvements thereon in such amounts as required by the holder of said note, which said additional installments shall be paid to and applied by such holder toward the discharge of said taxes and insurance premiums as same become due. In case of default in the payment of such installments the holder of said note may declare same due and payable. All payments for the purpose of discharging taxes and insurance not applied thereto by the holder may be credited against principal and interest owing on the debt hereby secured.

*Release
Book
288-238*

(Here follows Power of Sale Clause, provisions for appointment of Substitute Trustee and payment of taxes and insurance...)

The obligations renewed and extended in the note secured hereby are: First a balance of \$2669.20 owing on one certain Vendor's Lien note dated May 29, 1948, executed by the Grantor herein, payable to the order of W. Moses and wife, Aida Moses and secured by the Vendor's Lien retained in the deed from W. Moses and wife Aida Moses, to Grace Vickers, recorded in Vol. 2005, page 201, Deed Records of Tarrant County, Texas and additionally secured by Deed of Trust recorded in Vol. 728 page 537, Deed of Trust Records of Tarrant County, Texas, which note and lien, have at my request been transferred and assigned to Mutual Savings and Loan Association and which are renewed and extended herein; and the balance of the note secured hereby represents cash this day advanced upon the representation that I am a single woman.

Cont'd



BEB 771-534

p2

Grace Vickers

ACKNOWLEDGED in Statutory Form by Grace Vickers, a feme sole,
on May 31st, 1949, before Donald C. Bubar, Notary Public, Tarrant
County, Texas. (Seal)



V. C. McNAMEE
DISTRICT MANAGER

NOLTY COX
MANAGER ABSTRACT DEPT.

MEMBER:
AMERICAN TITLE
ASSOCIATION
TEXAS TITLE
ASSOCIATION

"Complete Abstract of Tarrant Co Land Titles
Up to Sundown Yesterday"
Stewart Title Company
INCORPORATED
FORT WORTH, TEXAS

2ND FLOOR DAN WAGGONER BUILDING
SIXTH AND HOUSTON

ABSTRACT No. 103445

The consideration paid for this Abstract is charged with the express understanding and agreement that the same is to be used only for the purpose of examining the title to the land herein described, and is not to be copied for remuneration or for any other purpose.

UNIFORM CERTIFICATE ADOPTED BY THE TEXAS TITLE ASSOCIATION

THE STATE OF TEXAS, }
County of Tarrant. }

THE STEWART TITLE COMPANY does hereby certify that the foregoing pages from 1 to 7 inclusive are a true and correct abstract of all instruments of record or on file in the offices of the Clerks of the County and District Courts of Tarrant County, Texas, and in the office of the Clerk of the United States District Court located in said county, affecting the title to the real estate described herein at page One (1) since March 25th, 1949, at 8:00 A.M.

THIS ABSTRACT IS COMPILED FROM THE RECORDS OF THE ABSTRACT PLANT ACQUIRED BY THIS COMPANY, ORIGINALLY KNOWN AS THE HOME ABSTRACT COMPANY, SITUATED AT 206 DAN WAGGONER BUILDING, FORT WORTH, TEXAS, WHERE IT IS STILL OPERATED BY THE STEWART TITLE COMPANY.

This certificate does not cover any taxes assessed against said property.

The undersigned hereby certifies that it is the owner of a complete abstract plant covering the above named records to the titles to all real estate situated in said county from the sovereignty of the soil.

This certificate is issued for the use of and shall inure to the benefit of MRS. GRACE VICKERS, and her assigns.

Witness our signature and seal at FORT WORTH, TEXAS, this the 1st day of JUNE, 1949, at 4:00 P. M.

Copied I. B. 1235, P. 471
Date 6-7-49 By [Signature]

STEWART TITLE COMPANY
By [Signature]
Manager Abstract Dept.

Page 71

ATTENTION OF EXAMINERS is called to Ordinance No. 2082 passed by the City of Fort Worth, on September 6th, 1940, and effective October 1st, 1940, zoning all property within the City limits in point of use and occupancy thereof, and location and character of buildings thereon.

103445

Title in Mrs. Grace Vickers, a widow
1 Lien of W. Moses for \$5,150.00
See P 14-15-16 (B.S. & W.)
2 She security liens on 1948
3 Possession

Loan # 8837 Grace Vickers



No. 102999

ABSTRACT OF TITLE

TO

Lots No. 9 and 10, Blk 9, FAIRMOUNT

ADDITION, to the City of Fort Worth,

Tarrant County, Texas.

1717 Hurley

103445

STEWART TITLE COMPANY
(INCORPORATED)

FORT WORTH, TEXAS

PHONE 2-7137

2ND FLOOR DAN WAGGONER BLDG.
SIXTH AND HOUSTON