



J-2108-842-5M

BASCOM GILES
COMMISSIONER
GENERAL LAND OFFICE
AUSTIN, TEXAS

TRAVIS CO R.L.P. SK. NO 39
IN FLAT FOLDER

ABST. OF TITLE. PART OF
ISAAC DECKER LEAGUE, COMPRISING
TRAVIS HEIGHTS ADDITION TO THE
CITY OF AUSTIN TEXAS
FROM 1835 TO 1913.

counter 49130

Abstract of Title

TO

234 Acres of Land, More or Less
Part of Isaac Decker League,
Comprising Travis Heights
Addition to the City of
Austin, Texas

TRAVIS CO RLD 25K # 39

COMPILED BY THE

Bergen, Daniel & Gracy Abstract Co.

819 Congress Avenue

AUSTIN, - - - - TEXAS

Complete Abstract of Titles

To Austin City, Travis County and Travis Land
District, comprising early records of Travis, Hays,
Comal, Blanco, Burnet, Llano, San Saba,
Lampasas, Brown, Coleman, Callahan
and Runnels Counties.

counter 79131

ABSTRACT OF TITLE
TO

Two tracts of land, in the City of Austin, in Travis County, Texas, part of the Isaac Decker League and fronting on the South side of the Colorado River. Said two tracts containing 230 acres and 4 acres respectively.

For field notes of same see sheets Nos. 62 to 65 hereof.

(See printed pages 23 and 24.)

State of Coahuila & Texas	}	Title.
to	}	Dated 17 March, 1835.
Isaac Decker	}	Recorded in Book 16, Page 177, General Land Office.

Grants:—One league of land on South side of the Colorado River, opposite the City of Austin, as shown by our Abstract of Titles of Travis County, certified correct by Commissioner of the General Land Office of the State of Texas.

Isaac Decker	}	Title Bond.
to	}	Dated 22 June, 1836.
George W. Speir	}	Filed 2 Mch., 1840. Recorded in Transcript 1, Pages 234, 235, Travis County.

In the Town of Mina on the 22nd day of June 1836 before us Greenlief Fisk and James W. Moore and James Haggard witnesses appeared the citizen Isaac Decker, a resident of this jurisdiction who declared that he had sold for a good and sufficient consideration to George W. Speir the lower half of the following described league of land situated on the West side of the Colorado River, and beginning at the N. E. corner of league No. 20 and N. W. of a 10 league grant; thence up the river with the meanders thereof to the entrance of Spring Creek; thence N. 50 W. with Spring Creek 500 vs. to a stake from which is a spanish oak 24 ins. in dia. brs. S. 28 W. 3 vs; thence S. 30 W. 6100 vs. to a stake and S. W. corner of league No. 20 from which a Live Oak 12 ins. in dia. brs. S. 28 W. a do 8 ins. in dia. brs. S. 60 E. 100 vs; thence S. 60 E. 700 vs. to Williamsons Creek running S. W. 1800 vs. to Williamsons Creek running S. E. 2650 vs. to Williamsons Creek running S. W. 4019 vs. to a stake and S. E. corner of league No. 20 from which is a live oak 6 ins. in dia. brs. N. 15 E. 90 vs. a do 8 ins. in dia. S. 58 E. 1050 vs; thence N. 30 E. 6200 vs. to the river and place of beginning. And he the said Decker further declared that he has not heretofore sold or mortgaged it and that it is free from all encumbrances whatever and as such he sell the said half league of land for \$1000. which he

acknowledges to have received to his entire satisfaction from the said G. W. Speir and renounces the laws on Nun Numerato No Entrago Y Pruebra and all others which might favor him and he further declared that the before mentioned sum is a just true and real value of said land that it is not worth more nor has he been able to find any one who would give him more for it. But if it be or can be worth more of the excess be it much or little he makes a free perfect and irrevocable donation to the said G. W. Speir or in case of his death to his heirs and obligates himself in case of his death his heirs under the penalty of \$3000. to make him the said Speir or in case of his death to his heirs a good and legitimate title to the said half league of land as soon as it can be legally done, and he the said Speir obligates himself to pay all the fees owing to Government or that may be due on said league which he declared had been granted to him by the Government of the State of Coahuila and Texas, as a colonist of the Colony of Benjamin R. Milam in (1830) One thousand eight hundred and forty all the foregoing the mutually agree to perform and signed the same before us.

(Sgd.) Isaac Decker. G. W. Speir.

G. Fisk.

James W. Moore.

James Haggard.

Republic of Texas, }
County of Bastrop. }

Before me James M. Long, clerk County Court County of Bastrop personally came G. Fisk who on oath acknowledged his signature as a witness to this instrument and that he saw Isaac Decker and G. W. Speir sign the same as their names appear at the end thereof. Given under my hand and seal of the County this (2nd) day of March A. D. 1840.

James M. Long Clerk & Recorder.

I certify the foregoing to be a true copy of the Original Recorded this (2nd) day of March A. D. 1840.

James M. Long, Clerk and Recorder.

G. W. Speir }
to } Title Bond.
Matthew Cartwright } Dated 18 Aug. 1836.
} Filed 2 Mch. 1838.
} Recorded in Transcript 1, Pages 40-41,
} Travis County.

Republic of Texas, Municipality of San Augustine,
August 18th, 1836.
1836.

Know all men by these presents that we George W. Speir and William Hemphill of the aforesaid Republic do hereby acknowledge ourselves to owe and justly to be indebted to Marthew Cartwright of the aforesaid Republic and Municipality in the sum of \$2000. good and lawful money which payment well and truly to be made we do hereby bind ourselves our executors, administrators and assigns jointly and severally firmly by these presents and we do acknowledge and confess judgment thereon for the full amount of

the above \$2000. And we do hereby fully authorize and empower any of the judges of this Republic to issue execution against us and compell us to make immediate payment of the above debt. In witness to the justness of the aforesaid debt and in confirmation of the power and authority hereby granted, we have hereunto set our hands and seal this 18th of August in the year of our Lord 1836. The condition of the above obligation is such that whereas the aforesaid George W. Speir has bargained and sold unto the said Marthew Cartwright a half league of land lying on the West side of the Colorado River in Milans Colony being the lower half of league granted by the Commissioner of said Colony to Isaac Decker as a Colonist. Now if the said Geo. W. Speir shall well and truly make or cause to be made unto the said Marthew Cartwright his heirs and assigns as soon as practicable according to law and on the application of the said Matthew Cartwright or assigns a good, lawful and complete title to the aforesaid half league of land then this obligation to be void other wise to remain in full force and virtue in law signed sealed and delivered the day and date above written in presence of the attesting witnesses. (Sgd.) G. W. Speir. Wm. Hemphill.

Jacob Garrett.

A. Horton.

George Tull.

Thomas B. Garrett.

John Caldwell.

Before me L. C. Cunningham chief Justice in and for the County of Bastrop personally came David A. Cunningham and upon oath says that G. W. Speir appeared before him on the 29th day of February 1838 and acknowledged his signature to the foregoing instrument, deponent futher states that he has reason to believe that neither of the subscribing—thereto are in the County of Bastrop. Sworn to before me this day. Given under my hand and private seal for want of seal of office this second day of March one thousand eight hundred and thirty eight.

L. C. Cunningham C. J. C. B. and E. O. N. P.

I certify the foregoing to be a true copy of the original filed and recorded second of March One thousand eight hundred and thirty eight. Saml. R. Miller, Clk. protem and Recorder.

John W. Scallion, Admr. and Rebecca	} Assignment of Bond.	
J. Speir Admrx. of the Est. of G. W.		} Dated 9 Mch. 1840.
Speir, decd. & as heirs of said Estate		} Filed 4 May 1840.
to		} Recorded in Transcript 1,
Mathew Cartwright	} Pages 248, Travis County.	

Record attached to a bond given by Issacc Decker to G. W. Speir, recorded in Book C pages 462 and 463.

Republic of Texas, }
Fayette County. }

We John W. Scallion and Rebecca Speeir the administrator and administratrix of the Estate of Geo. W. Speir decd. and as heirs of said estate do this day for and in consideration of the sum of \$2000. in hand paid to the said George W. Speir deceased, in his life

Travis Co Rid SR39

time by Mathew Cartwright as will appear by said George W. Speir's bond for title given by the said George W. Speir in his life time to the said Matthew Cartwright bearing date the 18th of August, 1836, assigns all of our rights, title and interest as the heirs and representatives of George B. Spier, deceased, in and to this Bond unto the said Mathew Cartwright as witness our hands and seals this 9th day of March 1840.

(Sgd.) John W. Scallion. (Seal)
Rebecca J. Speir. (Seal)

Attest—Rebecca Fitzgerald.
D. Jane Fitzgerald.

Republic of Texas, }
County of Bastrop. }

Before me N. W. Eastland Chief Justice and Exofficio Notary Public of Fayette County, appeared the above named John W. Scallion and Rebecca Speir administrator and administratrix of the estate of George W. Spier deceased, and acknowledged their signatures to the above transfer to be their own act and deed for the purposes and things therein expressed. Given under my hand and private seal of office, at La Grange, the (9th) Ninth day of March A. D. (1840) One thousand Eight hundred and forty.

N. W. Eastland, Chf. J. and Ex.Off. N. P. F. C.

I certify the foregoing to be a true copy of the original recorded this (4th) fourth day of May 1840. J. M. Long, Recorder.

Special Warranty Deed.
Isaac Decker } Dated 13 Mch. 1840.
to } Filed (No Date Given)
Matthew Cartwright } Recorded in Book "A" Pages 342-343,
Travis County.

Republic of Texas, }
County of Montgomery. }

Know all men by these presents that I, Isaac Decker a citizen of said County and Republic for and in consideration of \$3000. to me in hand paid at and before the ensembling and delivery of these presents the receipt whereof is hereby acknowledged have granted, bargained, sold and conveyed and by these presents do bargain grant, sell and convey unto Matthew Cartwright of the County of San Augustine and said Republic his heirs and assigns one half league of land situated lying and being in the County of Travis and on the West side of the Colorado River fronting on the said River opposite the City of Austin and known and distinguished as the lower half of a league of land granted by the State of Coahuila and Texas to me as a Citizen of said State and Government of the Republic of Mexico, the title of which will fully show by referring to the original on file in the General Land Office this Republic. To have and to hold &c. &c. (Warrants title "against claim, mortgages and encumbrances whatever emanating from myself")

(Sgd.) Isaac Decker. (Seal)

Witness—R. D. Ramsey.
Thomas P. Davey.

Republic of Texas, }
County of Montgomery. }

Before me George Morrison Notary Public in and for said County personally came Thomas P. Davey a citizen of this County and being duly sworn makes Oath and says that he saw Isaac Decker sign seal and deliver the within Deed and that he subscribed to the same as a witness in presence of said Decker & the other subscribing witness R. D. Ramsey and in presence of each other on the day of the date thereof. Given under my hand & private seal having no seal of office this 13th day of March A. D. 1840.

George Morrison, Notary Public Montgomery County.

Special Warranty Deed.
Matthew Cartwright } Dated 4 May 1853.
to } Filed 4 May 1853.
James G. Swisher } Recorded in Book "G" Pages
163-164, Travis County.

The State of Texas, }
County of Travis. }

Know all men by these presents that I Matthew Cartwright of said State and County of San Augustine for and in consideration of the sum of \$4018. to me in hand paid by James G. Swisher of said State and County of Travis the receipt whereof is hereby fully acknowledged have granted, bargained and sold and by these presents do grant, bargain, sell, alien, convey and deliver unto said James G. Swisher his heirs and assigns forever a certain tract of land containing 1266 acres more or less part of a league survey granted to Isaac Decker, situated in said State and County of Travis on the right bank of the Colorado River opposite the City of Austin, description of said tract of 1266 acres as follows; beginning at the N. E. corner of said Decker's survey on the said Colorado River near "Stone Ferry" Thence S. 30° W. 3360 more or less to the S. E. corner a survey of 166-1-2 acres part of said Decker's survey deeded by me said M. Cartwright to Wm. M. Murphrey; thence N. 60° W. 2117 vs. to the divisional line of said Decker's survey as made by County surveyor Upshur April—1853; thence N. 30° E. 3918 vs. more or less to Colorado River thence down said River with its meanders to the beginning. Together with all and singular the rights members and privileges belonging or otherwise incident to the same. To have and to hold &c. &c. (Warrants title by or through me") (Sgd.) M. Cartwright. (seal)

Witnesses—Jno. M. Swisher.
Edward Fontaine.

The State of Texas, }
County of Travis. }

Personally came before the undersigned a Notary in said County, John M. Swisher, to me known who upon his oath says; that M. Cartwright did execute the above instrument in his presence and did acknowledge to this deponent that he did so for all the purposes and considerations therein expressed and contained. Witness my hand and seal of office at Austin, this 4th day of May 1853.

Francis T. Duffau, Notary Public, Travis County.

TRAVIS COUNTY SK 39

James G. Swisher et al } Agreement.
Dated 25 April 1853.
Filed 8 Mch. 1854.
Recorded in Book "G" Pages 484-487,
Travis County.

The State of Texas, }
Travis County. }

This agreement made this day between the undersigned parties, Witnesseth that whereas the league or tract of land lying and being in the aforesaid County, on the west side of the Colorado River and originally granted to Isaac Decker by the Government as his head-right, a portion of which is now owned and claimed by us; which will appear by reference to the several deeds of conveyance, recorded in the Clerk's office of the aforesaid County, and whereas, we the undersigned being desirous that the said tract of land shall be divided between us equitably, and according to our several claims and interests, and to avoid litigation. Therefore, we, the undersigned parties interested in the division of said league or tract of land, do hereby authorize H. L. Upshur the present District Surveyor of Travis district, to survey and subdivide the said tract of land between us the interested parties, therein, according to our several rights and claims and in accordance with our several deeds, hereby binding ourselves, our heirs and assigns to submit to and abide by the decision so to be made by said Upshur. In testimony whereof we have hereunto subscribed our names and made scrawls by way of seals at Austin this 25th day of April A. D. 1853, in presence of the undersigned witnesses.

(Sgd.) James G. Swisher. Jas. E. Bouldin.
Jno. M. Swisher for himself and Jas. H. Raymond.

Witnesses—Jos. Lee.
H. B. Slaughter.

AUTHENTICATION, Statutory by Joseph Lee, witness 8th Mch. 1854 before A. B. McGill, Clerk County Court, Travis County, Texas.

To Messrs. James G. Swisher, James E. Bouldin, John M. Swisher and James H. Raymond—In accordance with your request and the articles of agreement entered into by you, on the 25th of April 1853, I proceeded to resurvey and divide the league of land (the matter in question) originally granted to Isaac Decker, situated on the West bank of the Colorado River opposite the City of Austin, and the following are the field notes, of the resurvey of said land in one tract (here follows field notes of the entire tract). The Survey contains 4933 1-2 acres of land. In making the first division of said tract, that is, by dividing it into two equal parts, the following would be the field notes of the lower half towit: Beginning at the lower corner of said league; thence with the meanders of the river up towit: West 101 vs. N. 60 1-2° W. 170 vs; N. 53 1-4° W. 110 vs. N. 56 1-2° W. 275 vs. N. 3° E. 81 vs. N. 55 3-4° W. 405 vs; N. 18 W. 445 vs. N. 19 E. 120 vs. N. 14 W. 72 vs. N. 30 W. 385 vs. N. 5° W. 93 vs. N. 10° E. 145 vs. N. 63 3-4 W. 192 vs. to a stake about 25 vs. below the City ferry; thence S. 30° W. 7343 vs. to a

counter 79137

stone mound on the back or S. W. line of said league; thence S. 60° E. with said line 217 vs. to Williamsons creek; 601 vs. to same creek 777 to same creek 1237 vs. to same creek 2117 vs. to the S. E. corner of said League; thence N. 30° E. 6400 vs. to the place of beginning, containing 2466 3-4 acres. In making the survey of the second division or the lower half of the upper half less 100 acres, the field notes will read as follows towit: beginning at the upper corner of the first division on the bank of the River about 25 vs. below the city ferry; thence up the river with its meanders as follows: N. 63 3-4° W. 178 vs. N. 86° W. 645 vs. N. 62° W. 212 vs. to a stake on the bank of the River from which a Hackberry 16 ins. in dia. brs. S. 79° W. 10 vs; thence S. 30° W. 5533 vs. to a stake from which a Spanish Oak 10 in. in dia. brs. S. 73° W. 2 vs; and a live oak 18 ins. in dia. brs. S. 67° E. 2 vs; thence S. 60° E. 375 1-2 vs. to a stone mound; thence S. 30° W. 1502 1-2 vs. to a stake on the back line of said league from which a pecan 18 in. in dia. brs. S. 75 1-2° E. 22 vs; and an Elm 8 in. in dia. brs. S. 13 1-2° E. 14 vs; thence S. 60° E. with said back line 597 1-2 vs. to a stake and stone mound; thence N. 30° E. crossing a bend of Williamsons Creek 7343 vs. to the place of beginning, containing 1133 3-8 acres. In making the last division or the upper quarter of said league with a hundred acres added, the field notes will be as follows, viz: beginning at the upper corner of the second division at a stake on the bank of the River from which a Hackberry 10 in. dia. brs. S. 18° E. 6 vs. and a Hackberry 16 in. in dia. brs. S. 79° W. 10 vs; thence up the river with its meanders as follows N. 62° W. 198 vs. N. 69 1-4° W. 200 vs. N. 64 W. 310 vs. to the mouth of Spring Creek thence up Spring Creek S. 62° W. 570 vs. to an old corner of said league; thence S. 30° W. 3100 vs. to the Austin and Fredericksburg Road, 5200 vs. to the Bastrop and Fredericksburg road, 6410 vs. to Williamson's Creek, 6500 vs. to the original S. W. corner of said League; thence S. 60° E. 325 vs. to Williamson's Creek, 1377 1-2 vs. to a stake from which a pecan 18 in. in dia. brs. S. 75 1-2° E. 22 vs. and an Elm 8 ins. in dia. brs. S. 13 1-2° E. 14 vs; thence N. 30° E. 1502 1-2 vs. to a stone mound; thence N. 60° W. 375 1-2 vs. to a stake from which a spanish oak 10 in. in dia. brs. S. 73° W. 2 vs. and a live oak 18 in. in dia. brs. S. 67° E. 2 vs. thence N. 30° E. 5533 vs. to the place of beginning, containing 1333 3-8 acres. All of which division will better appear by reference to the map hereto annexed. The bearing trees marked X. In making the above described resurvey and subdivision I have not included the Island in the river, fronting the lower half of the league there being no evidence that I could command to prove that it ever was included in the original survey, and if it should appear hereafter that said Island did belong to the league the lines of division will be thrown a little lower down the river, as it would appear in such case that they would belong to the lower half of the league, I have attached hereto the articles of agreement referred to which are made apart of this report, and are recorded in my office in Book H pages 7, 8, 9, 10 & 11 together with the above field notes etc. May 2d 1853.

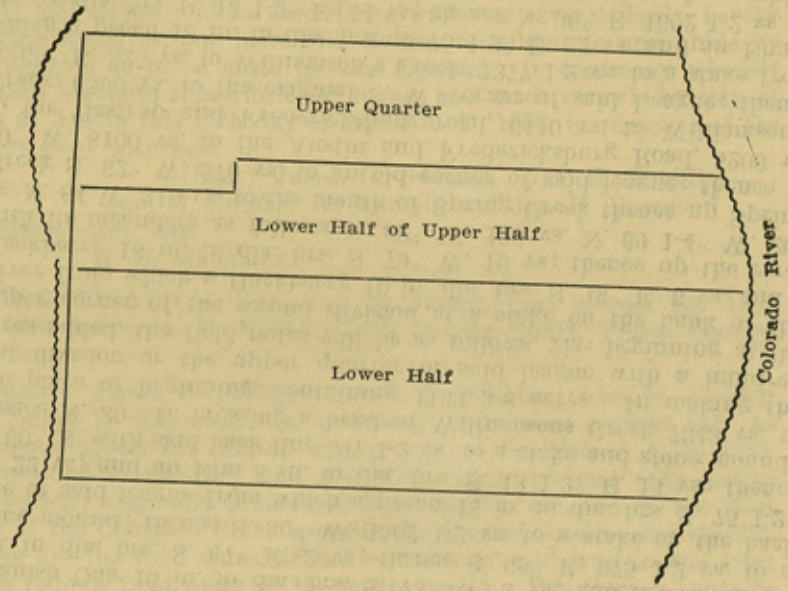
(Sgd.) H. L. Upshur, District Surveyor, Travis District.

TRAVIS CO RID SK 39

The State of Texas, }
County of Travis. }

Before me Ashford B. McGill Clerk of the County Court of Travis, on this day came and personally appeared H. L. Upshur District Surveyor of Travis Land District, who declared to me that the foregoing was his act and deed. In testimony whereof I hereunto set my hand and the seal of said Court on this 8th day of March 1854.

A. B. McGill, Clk. C. C. T. C. (Seal)



James G. Swisher } Warranty Deed.
to } Dated 21 June, 1853.
Hugh Tinnin } Filed 30 June, 1853.
Recorded in Book F Pages 260-261 Travis Co.

State of Texas, }
Travis County. }

Know all men by this public instrument of writing made and entered into by and between James G. Swisher of the County of Travis in the State of Texas, of the first part, and Hugh Tinnin of the County of Travis in the State of Texas, of the second part; Witnesseth That for and in consideration of the sum of \$690.00 in hand paid by the party of the second part to the party of the first part, the receipt of which is hereby fully acknowledged and confessed, the said party of the first part by this act has granted bargained, sold conveyed and released, and doth hereby grant, bargain, sell, convey and release unto the said party of the second part, his heirs, assigns and legal representatives the following described land and premises lying and being situated in the County of Travis in the State of Texas, to-wit: 230 acres of land more or less, situated and described as follows, viz: Beginning on a stake and N. E. cor. of I. Decker's league No. 20 and N. W. cor. of Del Valle 10 league grant. Thence with the E. boundary line of said league S. 30° W. 1820 vrs. to a st. md. in prairie from which a Mulberry mkd. x brs. S. 88° E. 42 vs. Thence N. 60° W. 590 vrs. to a stake in the middle of a branch, from which a Pecan 10 in. dia. marked X brs. S. 58° W. 5 vrs. Another marked x brs. N. 54° E. 7 vs. Thence down said branch in the midst thereof with the meanders to the lower part of a Cedar bluff, Thence E. 204 vs. to a stake from which a Live Oak 8 in. in dia. mkd. X brs. S. 75° E. 6 vrs. Thence N. 4° W. 148 vrs. to a spanish Oak 12 in. in dia. mkd. X for a cor. from which another 10 in. in dia. mkd. do. brs. N. 88 1-2° W. 8 vs. Thence N. 110 vs. to a stake from which an Oak 6 in. in dia. mkd. x brs. N. 84° E. 5 vrs. Thence N. 46 1-2° W. 85 vrs. to an Elm 6 in. in dia. Thence N. 30° E. 75 vrs. to a lagoon 35 vrs. wide 123 vs. to a stake on the bank of the river. Thence down the river with the meanders to the beginning. Together with all and singular the right, members, improvements, hereditaments and appurtenances to the same belonging or in anywise incident or appertaining. And the reversions and remainders, rents, issues and profits thereof To have and to hold &c &c.

(Sgd.) James G. Swisher (L. S.)

Justus Davidson
Francis T. Duffau

ACKNOWLEDGMENT Statutory by James G. Swisher, 21 June, 1853, before Francis T. Duffau, N. P. Travis Co. Tex.

Travis Co. R. A. S. K. 39

James G. Swisher }
 to }
 Hugh Tinnin }
 Warranty Deed.
 Dated 4 June 1855
 Filed 14 June 1855.
 Recorded in Book "H" Pages 269-270,
 Travis County.

The State of Texas, }
 County of Travis. }

Know all men by these presents that I, James G. Swisher of said State & County for & in consideration of the sum of \$100. cash to me in hand paid by Hugh Tinnin the receipt of which is hereby fully acknowledged and confessed have this 14 day of June 1855 granted bargained sold & conveyed and do by this act grant bargain sell & convey unto him said Tinnin four acres of land more or less, beginning at a stake in the middle of a branch & corner of a 320 acre tract formerly sold by said Swisher to said Tinnin; thence E. 204 vs. to a stake from which a live oak 8 in. in dia. mkd. X brs. S. 78 E. 6 vs; thence N. 4° W. 148 vs. to a spanish oak 12 in. in dia. mkd. X for a corner from which another 10 in dia. mkd. X brs. N. 88 1-2° W. 8 vs; thence N. 110 vs. to a stake from which a spanish oak 6 in. dia. mkd. X brs. N. 84° E. 5 vs. Thence N. 46 1-2° W. 85 vs. to an elm 6 in. in dia. thence up a creek to the beginning. Hereby warranting & defending him the said Tinnin his heirs or assigns forever in the full use & enjoyment of said land free from the claims of all persons claiming or to claim the same or any part thereof. Witness my hand & scroll for seal at Austin.

In presence of— James G. Swisher. (Seal)
 F. T. Duffau.

ACKNOWLEDGMENT, Statutory by James G. Swisher, 4th June 1855, before Francis T. Duffau, N. P. Travis County, Texas.

Hugh Tinnin & wife }
 to }
 Ezekiel Nance }
 Warranty Deed.
 Dated 15 Nov. 1859.
 Filed 16 Nov. 1859.
 Recorded in Book "N" Pages 509-511,
 Travis County.

The State of Texas, }
 Travis County. }

Know all men by these presents that I, Hugh Tinnin of said State and County for and in consideration of \$3000. to me in hand paid the receipt whereof is hereby acknowledged, do sell alien and convey unto Ezekiel Nance of Hays County said State, the following tracts of land situated in Travis County, towit: one tract of land containing 230 acres more or less, beginning on a stake and N. E. corner of I. Deckers league No. 20, and N. W. corner of Del Valle 10 League grant; thence with the East boundary line of said League S. 30 W. 1820 vs. to a stone mound in Prairie from which a Mulberry mkd. X brs. S. 88 E. 42 vs; thence N. 60 W. 590 vs. to a stake in the middle of a branch from which a Pecan 10 in. in dia. mkd. X brs. S. 58 W. 5 vs. another mkd. X brs. N. 54 E. 7 vs; thence down said branch in the middle thereof with the meanders to the lower point of a cedar bluff; thence East 204 vs. to a stake from which

a Live Oak 8 in. in dia. mkd. X brs. S. 75 E. 6 vrs; thence N. 4 W. 148 vs. to a Spanish Oak 12 in. in dia. mkd. X for a corner from which another 10 in. in dia. mkd. do brs. N. 88 1-2; Thence N. 110 vs. to a stake from which an oak 6 in. in dia. mkd. X brs. N. 84 E. 5 vs; thence N. 46 1-2 W. 85 vs. to an Elm 6 in. in dia. thence N. 30° E. 75 vs. to a Lagoon 35 vs. wide 123 vs. to a stake on the bank of the River; thence down the River with its meanders to the beginning. And one other tract of land containing 4 acres more or less. Beginning at a stake in the middle of a branch and corner of a 230 acre tract conveyed above; thence E. 204 vs. to a stake from which a Live Oak 8 in. in dia. mkd. S brs. S. 75 E. 6 vs; thence N. 4 W. 148 vs. to a Spanish oak 12 in. in dia. mkd. X for a corner from which another 10 in. in dia. mkd. X brs. N. 88 1-2 W. 8 vrs; thence N. 110 vs. to a stake from which a Spanish Oak 6 in. in dia. mkd. X brs. N. 84 E. 5 vs; thence N. 46 1-2 W. 85 vs. to an Elm 6 in. in dia; thence up a creek to the beginning, together with the improvements & appurtenances to the same belonging and the said Tinnin by this act binds himself, heirs and representatives to warrant and forever defend the title to said property unto the said Nance his heirs and assigns against every person or persons whomsoever lawfully claiming the same or any part thereof. In witness whereof we hereunto set our hands and scrolls for seals this fifteenth day of November A. D. 1859.

(Sgd.) Hugh Tinnin. (Seal)
Hellen Mary Tinnin. (Seal)

Signed in presence of—Tho. C. Jackson. J. C. Kirby.

State of Texas, }
County of Travis. }

Know all men by these presents that personally appeared before the undersigned authority Hugh Tinnin to me well known who acknowledged that he executed the foregoing deed for all its uses purposes and considerations and at the same time Hellen M. Tinnen known to me to be the wife of the said Hugh Tinnin, who being examined separately and apart from her said husband and having the deed fully explained to her declared that she signed the same of her own free will and accord and executed it for all the purposes therein contained and that she wished not to retract it.

In testimony whereof I hereunto set my official signature with the impress of the seal of office, Austin Nov. 15th 1859.

(L. S.)

P. DeCordova, N. P. Travis Co. Texas.

E. Nance }
to } Warrant Deed.
Jno. S. Spence } Dated 15 April, 1871.
} Filed 19 April, 1871.
} Recorded in Book U Pages 511-512 Travis Co.

The State of Texas, }
County _____ }

Know all men by this Public Instrument made and entered into by and between E. Nance of the County of Hays in the State of Texas, of the first part, and Jno. S. Spence of the County of Travis in the State of Texas, of the second part, Witnesseth: That for and

Travis Co. R. D. S. K. 39

in consideration of the sum of \$2000.00 in hand paid by the party of the second part to the party of the first part, the receipt of which is hereby fully acknowledged and confessed, the said party of the first part by this act has granted, bargained, sold, conveyed and released, and doth hereby grant, bargain, sell, convey and release unto the said party of the second part, his heirs, assigns and legal representatives the following described land and premises lying and being situated in the County of Travis in the State of Texas, to wit: One undivided half interest in two certain tracts of land on the South bank of the Colorado River, partly opposite the East Avenue of the City of Austin, one tract containing 230 acres, more or less, the other containing 4 acres more or less. It will more fully appear by referee to deed from Hugh Tinnin and wife to Ezekiel Nance dated Nov. 15 A. D. 1859 and recorded in the Clerks Office Nov. 16 A. D. 1859 on pages 509-510 and 511 Book N Together with all and singular the rights, members, improvements, hereditaments and appurtenances to the same belonging or in any wise incident or appertaining, and the reversions and remainders, rents, issues and profits thereof. To have and to hold &c &c.

(Sgd.) E. Nance.

ACKNOWLEDGMENT Statutory by E. Nance, 15 April, 1871, before James W. Smith, N. P. Travis Co. Tex.

John S. Spence } Warranty Deed.
to } Dated 6 Mch. 1873.
E. M. Wheelock } Filed 7 Mch. 1873.
Recorded in Book "X" Page 587, Travis County.

The State of Texas, }
County of Travis. }

Know all men by these presents that I John S. Spence of the City of Austin, of the County of Travis, State of Texas, for and in consideration of \$4000. Gold to me paid by E. M. Wheelock, of the County of Travis, State of Texas, the receipt whereof is hereby acknowledged have sold and conveyed and by these presents do sell, convey and deliver unto said E. M. Wheelock his heirs and assigns all that tract or parcel of land lying and being in the County of Travis, to wit; One undivided half interest in two certain tracts of land on the South bank of the Colorado River, partly opposite the East Avenue of the City of Austin One tract containing 230 acres more or less. The other containing 4 acres more or less as will more fully appear by reference to Deed from Hugh Tinnen and wife to Ezekiel Nance, dated Nov. 15, 1859, and recorded in the Clerks office of Travis County, Nov. 16, 1859, in Book N pages 509, 510 & 511 and E. Nances deed to me, dated April 15, 1871, and recorded April 28, 1871, in Book U pages 511 & 512. To have and to hold &c. &c.—

(Sgd.) John S. Spence.

ACKNOWLEDGMENT, Statutory by John S. Spence, 7th Mch. 1873, before L. W. Collins, N. P. Travis County, Texas.

Deed of Trust.

Dated 6 Mch. 1873.

Filed 7 Mch. 1873.

E. M. Wheelock }
to }
Lawson W. Collins } Recorded in Book "X" Pages 587-589,
Travis County.
Consideration:—\$1.00 &c.—

Conveys:—all my right, title interest & claim in and to the following described property towit; situated lying and being in Travis Co. Tex. & described by metes & bounds as follows: (Specially waiving homestead rights) One undivided half interest in two tracts of land, on the S. bank of the Colorado River, partly opposite East Ave. in the City of Austin, containing 234 acres more or less, conveyed by Hugh Tinnin & wife to E. Nance Nov. 15, 1859 by E. Nance to John S. Spence 15 Apl. 1871 & by said Spence this day conveyed to me.

IN TRUST, to secure payment of notes of even date for \$2693. (no date of maturity) payable to John S. Spence & bearing 12% int. per annum &c. &c.—

Power of Sale in case of default after 30 days notice &c. &c.—
(Sgd.) E. M. Wheelock. (Seal)

ACKNOWLEDGMENT, Statutory by E. M. Wheelock, 7th Mch. 1873, before L. W. Collins, N. P. Travis County, Texas.

ENDORSED ON MARGIN: "I have received the full amount of this deed of trust and the same is cancelled, Feby. 15, 1876. Jno. S. Spence"

E. M. Wheelock }
to } Warranty Deed.
Ellen M. Wheelock } Dated 1 Oct. 1873.
Recorded in Book Z Pages 132-133 Travis Co.

The State of Texas, }
County of Travis. }

Know all men by these presents, that I, E. M. Wheelock of the City of Austin, of the County of Travis, State of Texas, for and in consideration of love and affection and the sum of one dollar to me paid by Ellen M. Wheelock of the City of Austin, of the County of Travis, State of Texas, the receipt whereof is hereby acknowledged, have sold and conveyed and by these presents do sell, convey and deliver unto said Ellen M. Wheelock, her heirs and assigns all that tract or parcel of land lying and being in the County of Travis, to wit: One undivided half interest in two certain tracts of land on the South bank of the Colorado River, partly opposite the East Avenue of the City of Austin One tract containing 230 acres more or less, the other containing 4 acres more or less, as will more fully appear by reference to deed from Hugh Tinnin and wife to Ezekiel Nance dated Nov. 15th 1859 and E. Nance's deed to J. S. Spence, dated April 15th, 1871, and J. S. Spence's deed to me, dated March 6th, 1873, all of which deeds are recorded in the Clerk's office of Travis County, Also all that tract or parcel of land in the said County of Travis lying on the West side of the Colorado River about

Travis Co. Rld. SK 39

one mile and a half below the City of Austin containing 26 9-10 acres more or less and deeded to me by Samuel T. C. Stone and Sarah N. Stone by deed bearing date Jany. 20th 73, which deed is recorded in the Clerks office of Travis County in Book "X" pages 439, 440 and to which deed reference is hereby made for a fuller description. To have and to hold &c &c.

(Sgd.) E. M. Wheelock.

ACKNOWLEDGMENT Statutory by E. M. Wheelock, 1 Dec. 1873, before Z. T. Fulmore, N. P. Travis Co. Tex.

	Deed of Trust.
E. M. Wheelock & wife	} Dated 10 Feby. 1876.
to	} Filed 12 Feby. 1876.
Eugene Bremond	} Recorded in Book "31" Pages 441-443
	Travis County.

This deed made and entered this 10th day of February 1876 by and between E. M. Wheelock and Ellen M. his wife of the City of Austin, County of Travis, Texas, parties of the first part and Eugene Bremond of same place party of the second part and Joseph Hannig of same City County and State party of the third part, witnesseth that the said parties of the first part in consideration of the debt and trust herein after mentioned and created and of the sum of \$1.00 to them paid by the said party of the second part the receipt of which is hereby acknowledged do by these presents grant, bargain, and sell convey and confirm unto the said party of the second part the following described real estate towit; one undivided half interest in two tracts of land part of the Isaac Decker league on the south bank of the Colorado River partly opposite East Avenue in Austin City Travis County, Texas, containing 234 acres of land more or less, being the same tract conveyed by Hugh Tension & wife to E. Nance by deed dated Nov. 15th 1859 and recorded in office District Clerk Travis County in Book N page 509 to which reference is made for field notes and said tract was subsequently purchased by E. J. Davis & the parties of the first part therein and is now owned by them, to have and to hold the same with the appurtenances to the said party of the second part and to his successor hereinafter designated and to the assigns of the said party of the second part or of said successor forever. In trust however for the following purposes, whereas the said parties of the first part are jointly indebted to said Jos. W. Hannig party of the third part in the sum of \$1500. gold and silver coin and have executed their promissory note of even date herewith for said sum \$700. of which is payable in gold coin 20\$ gold pieces and \$800. in silver coin payable twelve months after date to the order of said J. W. Hannig with interest from date at rate of 15% per annum payable semi annually in like gold and silver coin, interest if not paid when due to become part of principal & bear same rate of interest, now if said note and interest thereon is paid when due according to its terms then this deed shall be void and the property hereinbefore conveyed shall be released at the cost of the said parties of the first part but if said note and interest thereon is not paid at maturity then this deed shall remain in force and the said party of the second part or

(11)

in the event of his death or absence from Travis County, State of Texas, refusal to act or other disqualifications for the performance of the duties of this trust then at the request of the holder of said note the sheriff of the County of Travis for the time being who shall thereupon become the successor of said trustee to the title of said property and the same become vested in him in trust for the purposes and objects of these presents with all the powers duties and obligations thereof may proceed to sell said described property or any part thereof at public vendue to the highest bidder for cash at the S. E. corner of Block 70 in the City of Austin, Texas, first giving 20 days public notice of the time, terms and place of said sale and of the property to be sold by notice posted on the S. E. corner of said Block No. 70 and upon such sale the said property of the second part or his successor in trust the Sheriff of Travis County as the case may be shall execute and deliver a deed or deeds in fee simple of the property sold to the purchaser or purchasers thereof a recital wherein of the request of the holder of said note that he should proceed to sell of the posting or publication of said notice and in case of sale by the Sheriff of Travis County of the happening of any or either of the events making him successor in this trust shall be received in all Courts of law or equity and to all intents and purposes as full and sufficient proof thereof and shall receive the proceeds of said sale out of which shall be paid first the costs and expenses of executing this trust, including compensation to said trustee or said Sheriff for his services and next the principal and interest due and unpaid upon said promissory note and the remainder if any shall be paid to the said parties of the first part or their legal representatives and the said party of the first part and their legal representatives. And the said party of the second part covenants faithfully to perform and fulfil the trust herein created. In witness whereof the said parties have hereunto set their hands and seals the day and year first above written.

(Sgd.) E. M. Wheelock. (Seal) Ellen M. Wheelock. (Seal)

The State of Texas,)
 County of Travis. }

Before me the undersigned authority this day personally came E. M. Wheelock and Ellen M. his wife to me well known parties to the foregoing deed of trust bearing date of the 10th day of February A. D. 1876 and their acknowledged the same to be their act and deed for the purposes on consideration therein stated, also personally appeared Ellen M. Wheelock, wife of the said E. M. Wheelock and having been examined by me privi- and apart from her said husband, and having the same fully explained to her, she acknowledged that she had willingly signed sealed and delivered the same and wished not to retract, it. In testimony whereof I have hereto set my hand and notarial seal this 11th day of February 1876.

(Seal) Edw. W. Shands, Notary Public, Travis County, Texas.

THE STATE OF TEXAS
 COUNTY OF TRAVIS
 E. W. SHANDS
 NOTARY PUBLIC

TRAVIS COUNTY
 RECORDED IN BOOK ...
 1876 30 FEB 1876
 1876 33 FEB 1876
 M. WHEELOCK DE (15)

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Travis Co Field Sk 39

Ezekiel Nance } Warranty Deed
 to } Dated 29 Apl. 1872.
 E. J. Davis } Filed 30 May 1872.
 Recorded in Book "W" Pages 526-527,
 Travis County.

The State of Texas, }
 Travis County. }

Know all men by these presents, that I, Ezekiel Nance of said State and County of Hays, for and in consideration of \$3000. gold to me in hand paid, the receipt whereof is hereby acknowledged do sell alien and convey unto Edmund J. Davis of Travis County, said State, one undivided half of the following tracts of land, situated in Travis County, towit; one tract of land, containing 230 acres more or less beginning &c. &c. (Field notes as 1st tract in deed on sheets Nos. 26, 27 & 28 hereof) And one other tract of land,
 (See printed pages 10 and 11.)

containing 4 acres more or less. Beginning &c. &c. (Field notes as 2nd tract in deed on sheets Nos. 26 to 28 hereof) together with
 (See printed pages 10 and 11.)

the improvements and appurtenances to the same belonging, and the said Nance by this act binds himself, heirs and representatives to warrant and forever defend the title to the said property, unto the said Davis his heirs and assigns against every person whomsoever lawfully claiming the same or any part thereof. In witness whereof I hereunto set my hand and scroll for seal, this 29th day of April A. D. 1872.

(Sgd.) Ezekiel Nance. (Seal)

Signed, sealed and delivered in presence of F. E. Cushman.

L. W. Collins.

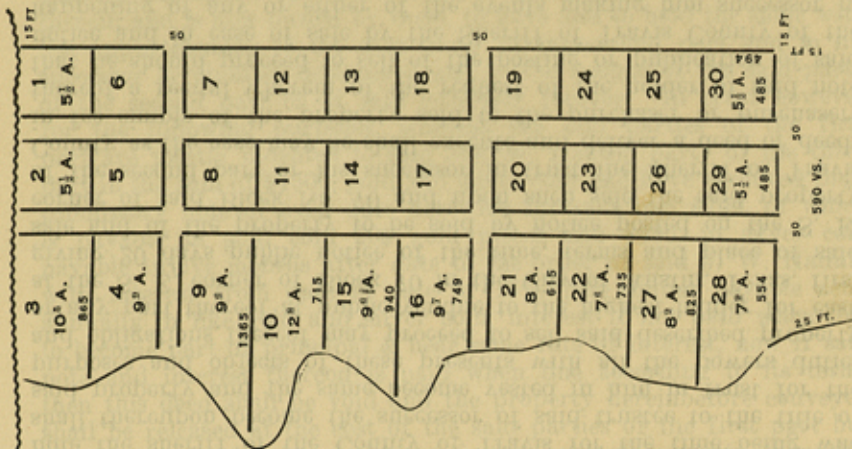
ACKNOWLEDGMENT, Statutory by Ezekiel Nance, 29 April 1872, before L. W. Collins, N. P. Travis County, Texas.

Z 611.

Filed for record May 27th 1876 at 4.50 o'clock P. M. and Recorded May 31st 1876 at 10 A. M.

Frank Brown Clerk.

by M. S. Dunn Deputy.



Scale—500 ft. to an inch.

"SOUTH AUSTIN."

Subdivision of part of the Isaac Decker League lying opposite East Avenue on South Side of the Colorado River, Travis County.

counter 49147

Joseph W. Hannig } Partial Release.
to } Dated 9 Dec. 1876.
E. M. Wheelock & wife } Filed 11 Dec. 1876.
Recorded in Book "36" Page 353,
Travis County.

The State of Texas, }
County of Travis. }

Know all men by these presents that I Joseph W. Hannig beneficiary in a certain deed of trust dated 10th Feby. 1876, and recorded in Book No. 31 page 441 &c. of the deed records of Travis County, Texas executed by E. M. Wheelock and wife Ellen M. to Eugene Bremond trustee for and in consideration of the sum of \$200. to me in hand paid release and acquit from the provisions of said trust deed lot No. 20 and the N. 1-2 of lot No. 23 in South Austin, a subdivision of the tracts of land described in said deed of trust to the said E. M. Wheelock and wife Ellen M. Wheelock. Nothing herein however to act as an acquittance or release to the remainder of the tract described in said deed of trust Witness my hand and seal this 9th day of December 1876.

(Sgd.) J. W. Hannig. (Seal)

ACKNOWLEDGMENT, Statutory by Jos. W. Hannig, 9th Dec. 1876, before Edwd. W. Shands, N. P. Travis County, Texas.

E. M. Wheelock et al } Warrant
to } Dated 9 Dec. 1876.
Thos. M. Harwood } Filed 11 Dec. 1876.
Recorded in Book "36" Page 354,
Travis County.

The State of Texas, }
County of Travis. }

Know all men by these presents that we Edmund J. Davis and Edwin M. Wheelock and Ellen M. Wheelock his wife of the County of Travis, Texas, for and in consideration of \$700. U. S. Currency to us paid by Thomas M. Harwood of the County of Gonzales Texas, (the receipt whereof is hereby acknowledged) have bargained, sold and conveyed and by these presents do grant, bargain, sell, convey and deliver unto said Thomas M. Harwood his heirs and assigns all that tract or parcel of land lying and being in the County of Travis and State of Texas, towit; lot No. 20 and the North half of Lot No. 23 in "South Austin" subdivision of part of the Isaac Decker league a plat of which subdivision is of record in Book "Z" page 611 of the deed records of Travis County, Texas. Commencing at the N. E. cor. of lot No. 20 in said subdivision; thence S. 30 W. 731 feet to the line between the south half and N. half of Lot No. 23; thence N. 60 W. 485 feet to the W. line of lot No. 23; thence N. 30 E. 731 feet to the N. W. corner of Lot No. 20; thence S. 60 E. 485 feet to the place of beginning, containing in all 8 1-4 acres of land. To have and to hold &c. &c.

(Sgd.) Edmnd. J. Davis.
E. M. Wheelock.
Ellen M. Wheelock.

Travis Co. R. A. S. E. 39

ACKNOWLEDGMENT, Statutory by Edmund J. Davis, Edwin M. Wheelock and wife Ellen M. Wheelock, 9th Dec. 1876, before Edwd. W. Shands, N. P. Travis County, Texas.

Warranty Deed.
Thomas M. Harwood } Dated 10 Febry. 1885.
to } Filed 16 Febry. 1885.
Wm. Robbins } Recorded in Book 63 Pages 329-330
Travis Co.

The State of Texas, }
County of Gonzales. }

Know all men by these presents, that I Thomas M. Harwood of the County of Gonzales and State of Texas, in consideration of the sum of \$1000.00 to me cash in hand paid by Wm. Robbins of the County of Cook and State of Illinois, the receipt of which is hereby acknowledged, have granted, bargained, sold, conveyed and released and by these presents do grant, bargain, sell, convey and release unto the said Wm. Robbins his heirs and assigns the following described property to wit: situated in the County of Travis and State of Texas and being Lot No. 20 and the North half of lot No. 23 in South Austin, subdivision of part of the Isaac Decker League a plat of which subdivision is of record in Book "Z" page 611 of the deed records of Travis County, Texas, commencing at the N. E. cor. of lot No. 20 in said subdivision, Thence S. 30 W. 731 feet to the line between the S. half and North half of lot No. 23, Thence N. 60 W. 485 feet to the west line of said lot No. 23, Thence N. 30 E. 731 feet to the N. W. cor. of lot No. 20, Thence S. 60 E. 485 feet to the place of beginning, containing in all 8 1-4 acres of land, together with all and singular the rights, members, improvements, hereditaments and appurtenances to the same belonging or in anywise incident or appertaining. To have and to hold &c &c. (Sgd.) T. M. Harwood (seal)

ACKNOWLEDGMENT Statutory by T. M. Harwood, 10 Febry. 1885, before W. S. Fly, N. P. Gonzales Co. Tex.

No. 4910.

In District Court, Travis County, Texas.
H. C. Still & Bro.

vs.

Edmund J. Davis et al

Plffs. petition filed 31 Mch. 1877—States that on or about 25 Jany. 1877 deft. E. J. Davis & E. M. Wheelock were seized in fee simple & were the owners of certain real estate hereinafter described & were offering the same for sale through their Agent Edwd. W. Shands—that on same day defts. through their Agent Shands entered into an Agreement whereby plffs. agreed to buy and deft. to sell 2 1-2 acres at \$125. per acre to be surveyed off the East part of Lot 3 in South Austin, deed to be made in two weeks, terms 1-2 cash, balance 1 yr. 12% int that said Lot 3 is a subdivision of part of the Isaac Decker Lea. known as South Austin, as is shown by a plat of same on record—that plff. on 25 Jany. 1877 paid defts.

counter 49149

\$87.50 as part purchase money for said tract of land—that it was further understood that said land was to be surveyed within two weeks—that on or about 9 Feby. 1877 plffs. tendered defts. balance of cash purchase money together with their note for deferred payment & demanded a conveyance—that defts. fails & refuses to execute plffs. a conveyance for said land to their damage of \$500. Plffs. demands judgment against defts. for said land, for \$500. damages &c. &c.—

ANSWER of Defts. filed 7 June 1877—Except, demurs & deny—that said Shands was authorized to sell the property only according to the plat & not part of lots &c. &c.—and they here tender the \$87.50 into Court & ask that they go hence without day & recover their costs &c. &c.

ENDORSED on Judges Docket (not recorded) 4 Oct. 1877 Dismissed by plff. costs being paid.

E. M. Wheelock & wife by Trustee to J. W. Hannig	}	Trustee's Deed. Dated 11 Jan'y. 1881. Filed 19 Jan'y. 1881. Recorded in Book "48" Pages 403-404, Travis County.
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The State of Texas,)
County of Travis. }

Whereas on the (10th) day of February 1876 E. M. Wheelock & Ellen M. Wheelock his wife, did by their certain instrument of writing, which is of record in Book No. 31 pages 441, 442 & 443 Travis County Records convey to me in trust the following described real estate to wit; one undivided 1-2 interest in 2 tracts of land part of the Isaac Decker League on the south bank of the Colorado River partly opposite East Avenue City of Austin in the County of Travis and State of Texas, containing 234 acres of land, more or less being the same tract conveyed by Hugh Tennen & wife to E. Nance by deed dated Nov. 15th 1859 and recorded in office of District Clerk of Travis County, Texas in Book N page 509 to which reference is made for field notes to secure the payment of their certain promissory note dated Feby. 10, 1876 for the sum of \$1500. gold & silver coin with interest at the rate of 15% payable semi annually to the order of J. W. Hannig which said deed of trust conveying said land to me as trustee, recited that if said note and interest thereon be not paid at maturity I should proceed to sell said described property or any part thereof at public vendue to the highest bidder for cash at the S. E. corner of Block 70 in the City of Austin, Texas, first giving 20 days public notice of the time, terms and place of said sale, and of the property to be sold by notices posted on the S. E. corner of said Block 70 and upon such sale should execute & deliver a deed in fee simple to the purchaser for the property sold and whereas the said note is long since due and unpaid and demand having been made on me by J. W. Hannig the legal holder of the said note, that I should proceed to advertise and sell said real Estate under the terms of said deed of trust and whereas I did proceed to advertise said real Estate as required in said deed of trust, and after 20 days

Travis Co. Rld SK 39

public notice of same posted at the S. E. corner of said Block No. 70 did on the 11th day of January 1881 at the S. E. corner of Block No. 70 in the City of Austin, Travis County, Texas, offer the aforesaid real Estate for sale at public vendue to the highest bidder for cash, when J. W. Hannig of the County of Travis and State of Texas, bid and offered for the same, the sum of \$750. being the highest and best bid for said real Estate and the same was then and there knocked off, and sold to the said J. W. Hannig Now therefore in consideration of the premises herein recited and of a credit of \$750. on the said note of said E. M. & Ellen M. Wheelock, I Eugene Bremond, Trustee as aforesaid have bargained, sold, granted and conveyed and by these presents do bargain, sell, grant and convey unto the said J. W. Hannig of the County of Travis and State of Texas, all the right, title and interest of the said E. M. and Ellen M. Wheelock in and to the said undivided half interest in the said 234 acres of the Isaac Decker League in Travis County, Texas, vested in me by said deed of trust, to have and to hold unto him the said J. W. Hannig his heirs and assigns forever.

In testimony of all of which I hereunto set my hand at Austin, Travis County, Texas this 11th day of January 1881.
 (Sgd.) Eugene Bremond, Trustee.

ACKNOWLEDGMENT, Statutory by Eugene Bremond Trustee, 19 Jany. 1881, before Irving Eggleston, N. P. Travis County, Texas.

Warranty Deed.

Joseph W. Hannig	}	Dated 9 May, 1884.
to		Filed 2 July, 1884.
Wm. Robbins	}	Recorded in Book 61 Pages 175-177
		Travis Co.

The State of Texas, }
 County of Bexar. }

Know all men by these presents, that I, Joseph W. Hannig, of the County of Bexar and State of Texas, in consideration of the sum of \$2500.00 to me paid and to be paid as follows to wit: \$625.00 cash in hand paid the receipt of which is hereby acknowledged and the execution and delivery to me of two certain promissory notes of even date herewith, each being for the sum of \$947.50 and due and payable respectively at Austin, Texas, on or before One and two years after date and each bearing Interest from date until paid at the rate of 10% per annum payable annually and if interest be not paid when due to become as principal and bear same rate of interest and is said notes are collected by suit and additional 10% for Attorneys fees besides cost of suit, and retaining the vendors Lien on the hereinafter described property until said notes and interest are fully paid, executed and delivered by William Robbins of the County of Cook and State of Illinois the receipt of which is hereby acknowledged, have granted, bargained, sold conveyed and released and by these presents do grant, bargain, sell, convey and release unto the said William Robbins his heirs and assigns the following described property to wit: All my right, title interest and claim in and to two tracts of land part of the Isaac Decker League situated on the South side of the Colorado River and opposite the

City of Austin, in Travis County, Texas, The first tract contains 230 acres of land and begins &c &c. (Field notes same as on sheets Nos. 26 to 28 hereof). The second tract contains 4 acres of land and (See printed pages 10 and 11.)

Beginning &c &c. (Field notes as on sheets Nos. 26 to 28 hereof). (See printed pages 10 and 11.)

Said two tracts of land herein described being subdivided into Lots and numbered from one to 30 both inclusive and called South Austin, which subdivision is of record in Vol. Z page 211 of the Deed Records of Travis County, Texas. The interest in the above described tracts hereby conveyed being an undivided 1-2 interest and acquired by me by virtue of a deed from Eugene Bremond Trustee for E. M. Wheelock and wife Ellen M. dated the 11th day of January 1881 which is of record in Vol. "No" 48 page 403 of the deed records of Travis County Texas, (Reserving from this conveyance however, Lot No. 20 and the North 1-2 of Lot No. 23 in the subdivision of said tracts before mentioned, containing about 8 1-4 acres and conveyed to T. M. Harwood by E. M. Wheelock et als by deed dated 9 December 1876. Together with all and singular the rights, members, improvements, hereditaments and appurtenances to the same belonging or in anywise incident or appertaining. To have and to hold &c &c. (Sgd.) J. W. Hannig (seal)

ACKNOWLEDGMENT Statutory by J. W. Hannig, 9 May, 1884, before Max Neuendorff, N. P. Bexar Co. Tex.

J. W. Hannig } Release.
to } Dated 31 Mch. 1886.
William Robbins } Filed 1 Apr. 1886.
State of Texas, }
County of Bexar. } Recorded in Book "67" Pages 375-376,

Know all men by these presents that I hereby acknowledge payment in full of two notes and interest described in warranty deed executed by me to William Robbins the 9th day of May 1884 and recorded in book 61 page 175 records of Travis County, Texas, being legal owner and holder of the same and I do hereby release and acquit to William Robbins his heirs and assigns the property described in said instrument viz an undivided one half interest in and to 234 acres of land more or less part of the Isaac Decker league in Travis County, Texas, free from all lien created by the same.

Witness my hand at San Antonio this 31st day of March 1886. (Sgd.) J. W. Hannig.

Acknowledgment, Statutory by J. W. Hannig, 31 Mch. 1886, before Thad W. Smith, Co. Clerk Bexar Co. Tex.

No. 902.

ESTATE OF EDMUND J. DAVIS, DECEASED IN PROBATE COURT, TRAVIS COUNTY, TEXAS.

Application filed (recorded Minute "J" page 192) by Ann E. Davis, who represent to the Court that Edmund J. Davis died in Travis Co. TEXAS, on 7th Feby. 1883; that for many years prior thereto he resided in the City of Austin and that his principal estate is situated in Travis County, Texas, that he left a will appointing

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1837 SK 37
petitioner executrix thereof; that he left as his only heirs, petitioner and his two sons Walter and Britton S. Davis, who are residents of other counties. Wherefore petitioner prays will be probated and that she be appointed Executrix thereof &c. &c.

Minute "J" page 190—Be it remembered that on this 23 day of May A. D. 1883 came on to be heard in its regular order the application of Ann E. Davis surviving wife of Edmund J. Davis deceased and for an appointment as Executor thereunder in accordance with the provisions thereof and in said will having been produced in open court and it having been proven to the satisfaction of the court that said will is wholly in the handwriting of the said Edmund J. Davis and signed by him and is his true and genuine last will and testament; that the said Edmund J. Davis at the time of executing said will was upwards of 21 years of age was of sound mind and that he died in Travis County, Texas about the 7 day of February A. D. 1883. That this court has jurisdiction of his estate, that citation has been issued served and returned in the manner and for the length of time required by law that said will was executed by the testator with all the formalities and solemnities and under the circumstances required by law to make it a valid will and that said will has never been revoked by the testator. And it further appearing to the court from an inspection of said will that said Anna E. Davis is appointed executrix thereof; It is the opinion of the court that said will is duly proven and that said application should be granted; It is accordingly considered, ordered and adjudged by the court that said application be granted and said will be admitted to probate, and that the same, together with the application citation, return thereon and testimony be recorded in the minutes of the court and that said Ann E. Davis be appointed executrix of said will and that letters issue to her as such executrix from this court, upon her complying with the formalities prescribed by law.

(Here follows record of Notice of Application & Sheriff's return thereon.)

Will (recorded Minute "J" page 193) State of Texas, County of Nueces. Be it known that I, Edmund J. Davis, at present, residing in the town of Corpus Christi, in said County and State do hereby declare this my will and testament. I hereby bequeath all my property both real and personal and mixed and also all claims rights or demands that I may have and inheritances that may come to me, to my wife Mrs. Ann Elizabeth Davis to be held by her in full and complete ownership and control. This being with the understanding that my wife in whom I have unbounded confidence will do what is best as far as lies in her power to take care of and provide for my children, further I hereby appoint my said wife my sole executrix of the foregoing will and I desire that she should have control of all property bequeathed exclusive of any interference on the part of the tribunals of the Country. Witness my hand at Corpus Christi aforesaid this 16 day of August A. D. 1866. (Sgd.) Edmund J. Davis.

(Then follows testimony of Gardner Ruggles and Oseola Archer, sworn to and subscribed by them 23 May 1883, before Z. T. Fulmore Judge County Court, Travis County, Texas)

Minute "K" page 191. On this May 9, 1884 comes on for examina-

tion the inventory and appraisement of Mrs. A. E. Davis Extrs. filed herein this day. And it appearing that the same is in due form of law, properly sworn to and in all things sufficient; It is, therefore ordered by the Court that said Inventory and appraisement be and is hereby approved.

Minute "K" page 191. On this May 9, 1883; It is ordered that said Inventory &c. be here recorded towit (Then follows record of Inventory which recites among other property, as community property "about 107½ (one hundred acres of land half of a two hundred acre tract undivided out of the I. Decker league on S. side Colorado River in Travis County, Texas (J. W. Hanning owns the other undivided half) \$2000.00")—Sworn to and subscribed by H. M. Metz J. H. Daniel. F. Everett, 8 May 1884 and by Ann E. Davis, 5 May 1884 before Flavius Everett N. P. Travis County, Texas.

Minute "K" page 190. On this 5 May 1884—It is ordered that F. Everett, H. M. Metz and J. H. Daniel being all resident citizens of Travis County, Texas, and disinterested persons, be appointed appraisers of the property of the estate of Edmund J. Davis deed. and that they make and return in the manner and within the time prescribed by law a full inventory and appraisement of the property belonging to said estate.

Minute "K" page 523. Order to cite Extr. to file account.

(No further orders)

Ann E. Davis	}	Warranty Deed.
to		Dated 12 May, 1884.
William Robbins	}	Filed 13 May 1884.
		Recorded in Book 60 Pages 509-511 Travis Co.

The State of Texas }
County of Travis }

Know all men by these presents that I, Ann E. Davis (a widow) of the County of Travis and State of Texas, in consideration of the sum of \$2500.00 to me paid and to be paid as follows, to wit: \$833.33 1/3 cash in hand paid, the receipt of which is hereby acknowledged and the execution and delivery to me of two certain promissory notes of even date herewith, each being for the sum of \$833.33 1/3 and due and payable respectively at Austin, Texas, on or before one and two years, and each bearing interest from date until paid at the rate of 10% per annum, payable annually and if interest be not paid when due to become as principal and bear same rate of interest, and if said notes are collected by suit, an additional 10% for Attorneys fees besides cost of suit, and retaining the Vendors Lien on the hereinafter described property until said notes and interest are fully paid, executed and delivered by William Robbins of the County of Cook and State of Illinois, the receipt of which is hereby acknowledged, have granted, bargained, sold, conveyed and released and by these presents do grant, bargain, sell, convey and release unto the said William Robbins, his heirs and assigns the following described property to wit: All my right title, interest and claim in and to two tracts of land, part of the Isaac Decker League situated on the South side of the Colorado River, opposite the City of Austin, in the County of Travis and State of Texas. The first

Travis Co. Rd. SK 39

tract contains 230 acres of land and begins at the N. E. cor. of said Isaac Decker League on the Colorado River, Thence with the E. line of said League, S. 30° W. 1280 vrs. to a st. md. on said line, Thence N. 60° W. 590 vrs. to a stake in the middle of a branch. Thence down said branch with its meanders to the lower point of a Cedar bluff. Thence E. 204 vrs. to a stake, Thence N. 40° W. 148 vrs. to a Spanish Oak 12 inches in diameter. Thence N. 110 vrs. to a stake, Thence N. 46½° W. 85 vrs. to an Elm 6 inches in diameter, Thence N. 30° E. 75 vrs. to a lagoon 35 vrs. wide, 123 vrs. to a stake on the River bank, Thence down the River with its meanders to the place of beginning. The second tract contains four acres of land and begins at a stake in the middle of a branch and at a corner of the 230 acre tract above described. Thence E. 204 vrs. to a stake Thence N. 40° W. 148 vrs. to a Spanish Oak 12 inches in diameter. Thence N. 110 vrs. to a stake. Thence N. 46½° W. 85 vrs. to an Elm 6 inches in diameter. Thence up a Creek to the place of beginning. Said two tracts of land herein described being subdivided into Lots and numbered from One to Thirty both inclusive and called South Austin, which subdivision is of record in Vol. "Z" page 211 of the Deed Records of Travis County, Texas. The interest in the above described tracts hereby conveyed being an undivided one half interest and being the same tracts conveyed to E. J. Davis by Ezekiel Nance by deed dated April 29th 1872 and which is recorded in Vol. "W" page 526 of the Deed Records of Travis County, Texas, and acquired by me by virtue of the will of E. J. Davis deed, which has been duly probated and recorded in Minute Book "J" page 193 of the Records of the Probate Court of Travis County Texas, (Reserving however from this conveyance Lot No. 20 and the north ½ of lot No. 23 in the subdivision of said tracts before mentioned, containing about 8¼ acres and conveyed to T. M. Harwood by E. M. Wheelock and wife Ellen M. Wheelock and E. J. Davis by Deeds dated December 9th 1876) together with all and singular the rights, members, improvements, hereditaments and appurtenances to the same belonging or in anywise incident or appertaining. To have and to hold &c &c.

(Sgd.) Ann E. Davis (seal)

Acknowledgement, Statutory by Ann E. Davis, 12 May, 1884, before Flavius Everett, N. P. Travis Co. Tex.

Ann E. Davis	}	Release.
to		Dated 16 June 1885.
William Robbins	}	Filed 14 Aug. 1885.
		Recorded in Book "65" page 224, Travis County.

The State of Texas }
County of Travis }

Know all men by these presents that I hereby acknowledge payment in full of the two notes and interest described in warranty deed executed by Ann E. Davis to William Robbins the 12th day of May 1884 and recorded in book 60 page 509 records of Travis County, Texas, being legal owner and holder of the same and I do hereby release and acquit to William Robbins his heirs & assigns the property

described in said instrument viz; an undivided one half interest in and to 234 acres of land more or less part of the Isaac Decker league in Travis County, Texas, free from all lien created by the same. Witness my hand at Grand Cotsua this 16th day of June 1885.

(Sgd.) Ann E. Davis.

Acknowledgment, Statutory by Mrs. A. E. Davis (if single) 16th June 1885, before H. M. Dunbar N. P. St. Landry Parish La.

William Robbins } Power of Attorney.
to } Dated 16 June, 1886.
Charles A. Newning } Filed 22 June, 1886.
} Recorded in Book 68 Pages 507-508 Travis Co.

Know all men by these presents, that I, William Robbins of the City of Chicago County of Cook in the State of Illinois have made, constituted and appointed and by these presents to make constitute and appoint Charles A. Newning of Travis County, Texas, true and lawful attorney for me and in my name, place and stead to lay out a right of way for a public road 60 feet wide Easterly and Westerly through a certain tract of 234 acres owned by me in the Isaac Decker league in Travis County, Texas, and in my name to execute, acknowledge and deliver such deed as is necessary to vest the tile to said right of way by metes and bounds in the County Judge of Travis County, Texas, and his successors in office which right of way is to be used as a public road and for no other purpose, giving and granting to my said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully to all intent and purposes as I might or could do if personally present at the doing thereof hereby ratifying and confirming all that my said attorney may or shall lawfully do or cause to be done, by virtue hereof. In testimony whereof I have hereunto set my hand and seal this 16th day of June 1886.

(Sgd.) William Robbins (seal)

Acknowledgement, Statutory by William Robbins, 17 June, 1886, before D. B. Gracy, N. P. Travis Co. Texas.

Deed.

Chas. A. Newning et al } Dated 9 July, 1886.
to } Filed 15 July, 1886.
Travis County } Recorded in Book 69 pages 176-178.
} Travis Co.

The State of Texas }
County of Travis }

Know all men by these presents, that we Samuel T. Stone, Charles A. Newning, William Robbins, by his attorney in fact Charles A. Newning Simeon J. Drake, by his attorney in fact Charles A. Newning, Charity L. Newning by her attorney in fact Charles A. Newning and L. B. Johnson all of the County of Travis, State of Texas except Simeon J. Drake of the County of New York, State of New York and Wm. Robbins of the County of Cook, State of Illinois, for and in consideration of one dollar each of us paid, the receipt whereof is hereby

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Travis Co Rld SK 39

duly acknowledged and other valuable considerations thereunto us moving have granted, bargained, sold and conveyed and by these presents do grant, bargain, sell and convey unto Z. T. Fulmore County Judge of Travis Count, State of Texas, and his successors in office, the following described right of way across our lands situate in Travis County, Texas, for the public use as a roadway to wit: 40 feet width having for a centre line the following described courses (true) Beginning at a gate on said Stones tract S. E. from said Stones house at the Wsetern terminus of a County road of record, Thence N. 1° W. 178 feet N. 42¾° W. 250 N. 47¾° W. 357 S. 71¾° W. 400 S. 83¾° W. 144 N. 61¾° W. 75 N. 67¼° W. 283 (Stones line) thence N. 62° W. 167 feet N. 63½° W. 650 N. 85½° W. 500 N. 74¼° W. 425 N. 52¼° W. 125, N. 70¾° W. 38 feet (Robbins line) continue course N. 70¾° W. 47 feet N. 26¼° W. 66, N. 60½° W. 200, N. 25¾° W. 182 S. 87¾° W. 250 N. 72¾° W. 200 N. 71¾° W. 200, N. 74¼° W. 150 N. 78¾° W. 250 N. 15° W. 200, N. 44¼° W. 1583 feet crossing Newnings line and continuing on across Corwin and Johnson tract (on line centre of Water works, smoke stack), to bridge dyke on San Antonio road. To have and to hold the same unto the said Z. T. Fulmore and his successors in office. In witness whereof we have hereunto set our hands this the 9th day of July A. D. 1886.

(Sgd.) Samuel T. Stone,
William Robbins by his attorney in fact
Chas. A. Newning
Simeon J. Drake
by his Attorney in fact Chas. A. Newning
Charity L. Newning by her Attorney in fact,
Charles A. Newning
Charles H. Newning
L. B. Johnson

Acknowledgment Statutory by Charles A. Newning, both for himself and as Attorney in fact for William Robbins and as Attorney in fact for Simeon J. Drake and as attorney in fact for Charity L. Newning 9 July, 1886, before Thomas F. Taylor, N. P. Travis Co. Texas.

Acknowledgment Statutory by Samuel T. Stone, 13 July, 1886, before W. T. Frazar, Justice of the Peace pre. No. 6 Ex Officio, N. P. Travis Co. Tex.

The State of Texas }
County of Travis }

Before me Chas. A. Newning a Notary Public, in and for Travis County, Texas, on this day personally appeared L. B. Johnson known to be the person whos 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 this the 13th day of July A. D. 1886.

(L. S.) Chas. A. Newning, Notary Publf, Travis County, Texas.

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(27)

Jno. S. Robbins } Deed.
 to } Dated 26 July, 1892.
Geo. B. Robbins } Filed 29 July, 1892.
 } Recorded in Book 104 Pages 360-362 Travis Co.

The Indenture made this 26th day of July A. D. 1892, between John S. Robbins son and heir of William Robbins deceased late of Hinsdale in the State of Illinois party of the first part and George B. Robbins of Hinsdale in the State of Illinois party of the second part, witnesseth: That the said party of the first part in consideration of \$10000.00 in hand paid by said party of the second part, have granted, bargained and sold and by these presents do grant, bargain and sell unto the said party of the second part, and to his heirs and assigns fore ever all the following described lots, pieces and parcels of land situated in the County of Travis in the State of Texas, to wit: Two tracts of land part of the Isaac Decker league situated on the South side of the Colorado River and opposite the City of Austin in Travis County, Texas, The first tract contains 230 acres of land and begins &c &c (Field notes as on sheets Nos. 62 to

(See printed pages 23 and 24.)

65 hereof) The second tract contains 4 acres of land and beginning &c &c (Field notes as on sheets Nos. 62 to 65 hereof) To have and

(See printed pages 23 and 24.)

to hold the same with the appurtenances unto the said party of the second part his heirs and assigns forever. In witness whereof the said party of the first part has hereunto set his hand and seal the day and year first above written.

(Sgd.) John S. Robbins (L. S.)..

Acknowledgment Statutory by John S. Robbins, 26 July, 1892, before David W. Higbie, N. P., Cook Co. Ill.

No. 11730. IN DISTRICT COURT, TRAVIS COUNTY, TEXAS.
S. M. Millard Trustee }

vs. }

Jno. S. Robbins }

Plffs. petition filed 25 Sept. 1894. States plff. resides in Cook Co. Ill. deft. resides in Cochise Co. Ariz.—that on 20 Nov. 1886 deft. executed his note for \$5000 payable to order of Henry Witbeck at Chicago, Ill. on or before 5 yrs. with 6% int. per annum, payable annually and has paid all int. thereon up to 20 May 1893 but fails & refuses to pay said note or any part thereof—that said note by endorsement on the back thereof is now the property of plff.—that deft. is the owner of an undivided interest in two tracts of land in Travis County, Texas, part of the Isaac Decker League of 230 acres & 4 acres (describing same as on sheets Nos. 62 to 65 hereof)—that plff.

(See printed pages 23 and 24.)

has made statutory oath & bond for issuance of writ of attachment against the property of deft. & files same herewith, which said bond is here referred to, adopted & made a part of this petition—Prays that writ of attachment be issued & levied upon all the right title & interest of deft. in said land—that citation issue according to law & that plff. have judgment for the amount due upon said note, principal & interest—that the lien created by the levy of said writ of attachment upon defts. interest in said lands be established & foreclosed

Travis Co. Clerk 39

& said land ordered to be sold as under execution, for general relief, legal and equitable &c &c.

Deft. personally served at Tombstone, Cochise Co. Ariz. 15 Nov. 1894.

Affidavit & Bond for Attachment not on file.

Attachment issued 25 Sept. 1894 & returned 25 Sept. 1894 with Sheriff's return thereon as follows: "This writ came to hand at 12:40 o'clock p. m. on the 25th day of September 1894 and the same was by me executed at 12:41 o'clock p. m. on the 25th day of September 1894 by levying the same upon and seizing all of the defendant John S. Robbins undivided interest right and title in and to two tracts of land in Travis County, Texas, both tracts being a part of the Isaac Decker League, situated on the South side of the Colorado River opposite the City of Austin and described by metes and bounds as follows, viz: 1st tract contains 230 acres and begins at the N. E. corner of said League; thence with the E. line of said League S. 30° W. 1820 vs. to a stone mound for corner; thence N. 60° W. 590 vs. to a stake in middle of branch; thence down said branch with its meanders to the lower point of a cedar bluff; thence E. 204 vs. to a stake thence N. 40° W. 148 vs. to a Spanish Oak 12 in. in dia. thence 110 vs. to a stake; thence N. 46½° W. 85 vs. to an Elm 6 in. in dia. thence N. 30° E. 75 vs. to a lagoon 35 vs. wide, and 123 vs. in all to a stake on river bank; thence down said river with its meanders to the place of beginning. The second tract contains four acres and begins at a stake, in the middle of the branch which is a corner of the above described 230 acre tract; thence E. 204 vs. to a stake thence N. 40° W. 148 vs. to a Spanish Oak 12 in. in dia. thence N. 110 vs. to a stake thence N. 46½° W. 85 vs. to an Elm 6 in. in dia.; thence up the branch or creek to the place of beginning, which said land is levied upon as the property of defendant John S. Robbins.

(Sgd.) R. E. White, Shff. Travis Co. Tex.

Copy of attachment also filed 26 Sept. 1894 and recorded in Attachment Record No. 1 page 23 Co. Clks. Office Travis Co.

Minute 3 page 554—On this 4th day of January 1897 came the plaintiff by Attorney and files an agreement to dismiss this cause at his cost. It is therefore ordered and adjudged by the Court that this cause be and the same is hereby dismissed and that plff. pay all cost in this proceeding incurred for all which execution may issue.

TAX STATEMENT.

All taxes paid City, State & County except City taxes for the years 1896 & 1907. Taxes for 1908 matured but not yet payable.

Filed Judgment liens. None.

Vol. 127 Page 190 Current No. 5784.

We hereby certify that the foregoing sheets Nos. one (1) to seventy-eight (78) inclusive, are a true and correct Abstract of all deeds, conveyances and other muniments of title, now on file or recorded in the office of the County Clerk of Travis County, Texas, and of all suits in the District Courts, and probate proceedings in the County Court of said County, affecting the title to the property described in caption hereto, viz: two tracts of 230 acres and 4 acres,

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respectively, in the City of Austin, in Travis County, Texas, part of the Isaac Decker League and, that said sheets also show all encumbrances on said property, and all Abstracts of Judgments filed within the last 12 years against any of the parties herein named constituting a lien on said property, recorded in said County Clerk's Office, and, also all tax sales of said property as shown by the City or State and County Tax Collector's tax sale registers. Witness our seal and signature, this the fifth day of March, A. D. Nineteen Hundred and eight, at eight o'clock a. m.

THE BERGEN, DANIEL & GRACY ABSTRACT CO.,
D. B. GRACY, MGR.

E. P. Hinds, et al
to
Heirs of Wm. Robbins &
Marie S. Robbins, deed.

} Proof of heirship.
Dated 30'' June 1900.
Filed 31'' Mch. 1909.
Recorded in Book 226 page
335, Travis County.

The State of Illinois,)
County of DuPage. {

Before me, Linus C. Ruth, a Notary Public, in and for DuPage County, State of Illinois, on this day personally appeared E. P. Hinds and William Duncan, to me well and personally known and who being by me duly sworn, on oath, states: That they were well acquainted with William Robbins and Marie S. Robbins, his wife, during their life time; that they are both dead; that the said Marie S. Robbins died about the year 1882, intestate, leaving surviving her, her husband, the said William Robbins and three children named: John S. Robbins, George B. Robbins and Isabel M. Robbins, and no other child or children or their descendants; that the said William Robbins died on or about the 20th day of June 1889, intestate, leaving surviving him his three children, the said John S. Robbins, George B. Robbins and Isabel M. Robbins, who married William H. Knight, and no other child or children or their descendants; that the said William Robbins and Marie S. Robbins were never married except to each other and that the said John S. Robbins, George B. Robbins and Isabel M. Knight are all now living.

(sgd.) E. P. Hinds.
William Duncan.

Subscribed and sworn to by the said _____ this the 30th day of June, A. D. 1900.

(L. S.) Linus C. Ruth, Notary Public, Du-Page Co., Ill.

(Then follows certificate of the County Clerk of Wilbarger County, Texas, showing that said instrument had been filed and recorded in said county.)

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Travis Co File SK 39

Warranty deed.

George B. Robbins, et al } Dated 25th March 1908.
to } Filed 2nd April 1908.
W. C. Belcher, et al. } Recorded in Book 217 pages
601-603, Travis County.

The State of Texas }
County of Travis }

Know all men by these presents: That we, Geo. B. Robbins and wife, Lillian E. Robbins and Isabel M. Knight, formerly Isabel M. Robbins, joined by her husband, William H. Knight, all of the County of Cook, in the State of Illinois, for and in consideration of the sum of \$11,000.00 to us paid and to be paid by W. C. Belcher, D. B. Gracy, Clarence H. Miller and Herman Pressler, as hereinafter provided and the deferred payments secured by vendor's lien retained as hereinafter expressed, and for the further consideration of the assumption and payment by the said W. C. Belcher, D. B. Gracy, Clarence H. Miller and Herman Pressler of all taxes for the year 1908 assessed against the property hereinafter described and conveyed, have granted, sold and conveyed, and by these presents do grant, sell and convey, unto the said W. C. Belcher, D. B. Gracy, Clarence H. Miller and Herman Pressler, all of the County of Travis, in the State of Texas, those two certain lots tracts or parcels of land situated in the County of Travis, in the State of Texas, part of the Isaac Decker League and fronting on the South side of the Colorado River, said two tracts of land containing 230 acres and 4 acres, respectively and described by metes and bounds as follows, viz: The first tract containing 230 acres of land and begins &c. &c. (Field notes as on Sheets Nos. 62 & 63 hereof). The second tract contains 4 acres of land and begins
(See printed pages 23 and 24.)

&c. &c. (Field notes as on sheets Nos. 62 & 63 hereof). Together with
(See printed pages 26, 27 and 28.)

all improvements situated thereon; excepting however, the right of way across the above described tract of land, deeded to Travis County, by deed recorded in Book 69 pages 176-178, of the Travis County Deed Records. To have and to hold &c. &c. The consideration of \$11,000.00 is paid and to be paid by the said W. C. Belcher, D. B. Gracy, Clarence H. Miller and Herman Pressler, as follows, to wit: The sum of \$1000.00 cash to us in hand paid by the said W. C. Belcher, D. B. Gracy, Clarence H. Miller and Herman Pressler, the receipt of which is hereby acknowledged, and the remaining \$10,000.00 is to be paid by them on and in accordance with their ten certain promissory notes of even date herewith, for the sum of \$1000.00 each, payable to the order of Geo. B. Robbins and Isabel M. Knight, at Austin, Texas, on or before 1, 2, 3, 4, 5, 6, 7, 8, 9 & 10 years after their date respectively, with interest at the rate of 6% per annum, payable annually, and if interest be not paid when due to become as principal and bear the same rate of interest, and if said notes or any one of them should be placed in the hands of an attorney for collection after maturity, an additional 10% on the amount to be collected, for Attorneys fees, besides cost of suit; and it is hereby and in said notes understood and agreed that if default be made in the payment of any of the said notes, or any installment of interest

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thereon, then at the option of the legal holder and owner of said notes, all of said notes then unpaid, the principal and interest then accrued, shall at once become due and payable, and the holder thereof may proceed to institute proceedings to collect the same and foreclose the vendors lien herein retained; and to secure the payment of said notes and interest the vendors lien is hereby retained upon the property hereinbefore described and conveyed.

Witness our hands, this 25th day of March, A. D. 1908.

(sgd.) George B. Robbins,
Lillian E. Robbins,
Isabel M. Knight,
William H. Knight.

Acknowledgement Statutory by Geo. B. Robbins & wife, Lillian E. Robbins, 25th Mch. 1908, before J. E. Hartwell, N. P. Cook Co., Ill.

Acknowledgment Statutory by William H. Knight & wife, Isabel M. Knight, 25th Mch. 1908, before J. E. Hartwell, N. P. Cook Co., Ill. No. 3242. ESTATE OF CLARENCE H. MILLER, DECEASED.

In the Probate Court, Travis County, Texas.

Application of Annie M. Miller, filed Jan. 9th 1909, recorded Minute 25 pages 523-524, states: That Clarence H. Miller died in Rochester, State of Minnesota, on 28th March 1908. That at the time of his death and for many years prior thereto he had his domicile in Austin, Travis County Texas. That he left an estate, principally real estate and life insurance of the probable value of \$20,000.00. That petitioner is the surviving wife of said deceased and named in will, as Independent Executrix, without Bond and is sole legatee and devisee. That she is a resident of Austin, Travis County, Texas and not disqualified. Prays that said Will, herewith filed, be probated, appraisers appointed and that petitioner be appointed Independent Executrix, with out bond, letters issues &c. &c.

(Notice of Application and Sheriff's Return thereon, recorded Minute Book 25 Pages 521-522).

Order—Recorded Minute 25 Pages 524-525. And now on this the 9th. day of January A. D. 1909, came on to be heard the application of Annie M. Miller, for the probate of the Will of Clarence H. Miller, deceased, and the application of said Annie M. Miller, that she be appointed Independent executrix without bond of the estate of said Clarence H. Miller, and that letters testamentary issue to her as such independent executrix. And it appearing to the Court that citation and notice has issued upon said applications in the mode and manner prescribed by law, and same have been duly posted for the length of time required by law, and having been returned into Court with the return of the Sheriff thereon, and the Court having heard the said applications, and having heard and examined the said Will of said Clarence H. Miller, deceased, and having received in open Court proof of said will, same being proved by the testimony of Wm. H. Folts and D. W. Doom, both of Travis County, Texas, said proof being taken in open Court and being reduced to writing and duly sworn to and filed among the papers of said cause, and the Court being satisfied that the said will is the last will and testament of Clarence H. Miller, deceased, and that same is entirely in the handwriting of said Clarence H. Miller, deceased, and the signature

thereto is the signature of said Clarence H. Miller, deceased, and that same has never been revoked; and it appearing to the Court that Annie M. Miller, of Travis County, Texas, is named in said will as the executrix of said estate and said will, and that said will provides that that no action shall be taken in the probate Court in connection with said estate, further than the admitting of said will to probate and the filing of an inventory of said estate and oath of said executrix, as required by law, it is thereupon by the Court considered, ordered, adjudged and decreed that the said Will is the last Will and Testament of Clarence H. Miller, deceased, and same is hereby admitted to probate as such last will and testament, and it is ordered that said will be recorded in the probate minutes of Travis County, Texas, as required by law. It is further ordered that the application of said Annie M. Miller for the probate of said Will, and for such letters testamentary, and the citation and notice upon said will and return of the Sheriff thereon, and the testimony of the said Wm. H. Folts and D. W. Doom in proof of said Will, be recorded in the minutes of the probate Court of Travis County, Texas, as required by law. It is further ordered that the said Annie M. Miller be and she is hereby appointed executrix of the estate and will of said Clarence H. Miller, deceased, and that she be not required to give bond as such executrix and that no action be taken upon the estate of said Clarence H. Miller, deceased, further than the filing of an inventory of said estate, and the filing of the oath of said executrix, as required by law; and it is further ordered that upon the filing and approval of said inventory and oath that letters testamentary issue to said Annie M. Miller, as independent executrix, without bond, of the estate of said Clarence H. Miller, deceased.

It is further ordered that George E. Shelley, George W. Walling Jr. and Dudley K. Woodward, Jr. be and they are hereby appointed appraisers to appraise the estate of said Clarence H. Miller, deceased.

R. E. White, County Judge.

Proof of Will by Wm. H. Folts filed Jan. 9, 1909 recorded Minute 25 page 526. Will filed Dec. 4, 1908—Minute 25 page 528; I hereby make this my last will and give devise and bequeath unto my wife Annie M. Miller all of my property, real, personal and mixed. I hereby appoint and constitute my said wife sole executrix of this will without bond and I direct that no further proceedings be taken regarding the administration of my estate in the probate court than probating this will and filing an inventory of my estate. I hereby authorize and empower my said wife to take charge of my estate, manage and control it and sell or otherwise dispose of it just as I would lawfully do were I alive. Witness my hand this 14th day of September 1907.

Clarence H. Miller.

Minute 22 page 44; On this ninth day of January A. D. 1909 came on for examination the oath of Annie M. Miller as Executrix without Bond of the estate of Clarence H. Miller deceased, filed herein on the ninth day of January A. D. 1909. And it appearing to the Court that the same is in due form of law and that the same has been filed within the time required by law. It is therefore ordered by the Court that the said Oath of Annie M. Miller as executrix without bond be

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and the same is hereby approved, and that the same shall be recorded in the Minutes of this Court.

Oath of Executrix recorded Minute 25 page 525.

Minute 22 page 511. On this Ninth day of January A. D. 1909 came on to be examined the Report of the Inventory, appraisement and list of claims of the Estate of Clarence H. Miller deceased made by Annie M. Miller Executrix without Bond of said Estate with the assistance of Geo. W. Walling Jr. and Dudley K. Woodward Jr. and returned and filed herein on the 9th day of January A. D. 1909 and it appearing to the Court upon such examination that the appraisement to said Report was made by Geo. W. Walling Jr. and Dudley K. Woodward Jr. who have heretofore been appointed to appraise said Estate, that the said report was returned and filed within time required by law and that the same is in due form. It is therefore ordered by the Court that the same be and it is hereby in all respects approved and it is further ordered that the same be recorded in the Minutes of this Court as provided by law.

Inventory recorded Minute 25 page 528 which shows Estate owns among other property: "Item 11 a one eighth undivided interest in and to 234 acres of land situated in Travis County, Texas, and being in that portion of the City of Austin known as South Austin, and being what is known as the Robbins Tract, and being the same land purchased by W. C. Belcher, D. B. Gracy, Herman Pressler and said deceased, each acquiring a $\frac{1}{4}$ interest in said land and A. W. Bloor of Travis County, Texas, being the owner of $\frac{1}{2}$ interest in the $\frac{1}{4}$ interest acquired by said deceased valued at \$1000.00" Sworn to and subscribed by Appraisers Dec. 9th 1909 and by Executrix Jan. 9th 1909 before L. N. Goldbeck N. P. Travis County, Texas.

No. 25862. IN THE DISTRICT COURT, TRAVIS COUNTY, TEXAS.

Alma Buaas Belcher, }

vs. }

William C. Belcher, }

Plaintiff's Petition filed 10th April 1909—States that plaintiff and defendant were married on 20th. May 1902 and continued to live together as man and wife until the 24th. of Feby. 1909. That on account of unkind, harsh and tyrannical treatment she has been unable to live with him. That plff. is the owner of certain real estate and personal property in her own right and has a community interest with defendant in certain other real estate and personal property. That they have agreed to a division of their property and hereto attached said agreement marked exhibit A. Prays for decree granting divorce, for partition of community property and that she be quieted in her title to her separate property, and she be allowed suitable provisions for her support &c. &c.

(There is attached Exhibit A as above called for, for copy of same, see incorporation in the following decree.)

Waiver—Filed April 10th 1909, waives issuance of citation and accepts service of same &c. &c by the deft. W. C. Belcher.

Decree—Recorded Minute 21 Page 364. And now on this the 10th. day of April 1909, the above numbered and styled cause came on

Travis Co. File 5K 39

regularly to be reached and called for trial, when came the plaintiff Alma Buas Belcher in person and by Attorney and the defendant William C. Belcher enters his appearance in writing filed herein, wherein he waived the issuance of citation and accepts service thereof and agrees that the Court may proceed to try this case at any time without his further appearing herein and thereupon the trial proceeded before the Court without a jury and the Court after hearing the pleadings, the evidence and argument thereon and duly considering the same, is of the opinion that the material allegations in plaintiff's petition alleged are proven and that the relief prayed for therein ought to be granted; It is therefore considered, ordered, adjudged and decreed by the Court that the plaintiff Alma Buas Belcher do have her decree of divorce from the defendant William C. Belcher, and that the Bonds of Matrimony heretofore and now existing between them be and are now dissolved, cancelled and annulled and henceforth held for naught; And it appearing to the Court that the plaintiff is the owner of certain real estate and personal property in her own and separate right and estate and that the plaintiff and the defendant are also the owner of certain community property consisting of real estate and personal property and having agreed in writing signed and acknowledged by each as to the division of the same between them and that in accordance with said agreement the property be set aside and awarded to the respective parties which agreement is as follows, to wit:

"The State of Texas }
County of Travis, }

Know all men by these presents; That whereas we, William C. Belcher of said State and County and Mrs. Alma Buas Belcher, wife of the said William C. Belcher, of said County and State, living separate and apart from each other and not intending to live together again as man and wife and each managing his and her own business affairs and whereas it being necessary to settle their property affairs and full understanding and settlement of the same, therefore this agreement and contract of settlement, between each of them is here entered into by each of them. 1st. It is hereby recognized that the following described property is the separate property of the said Mrs. Alma Buas Belcher in her own separate right, viz:—(Describing certain real estate and personal property). Also the delivery to the said Mrs. Alma Buas Belcher of one certain promissory note executed this day by the said W. C. Belcher and made payable to the order of the said Mrs. Alma Buas Belcher, on or before one year after date, with interest from date until paid at 8% per annum & 10% attorneys fees if collected by suit, payable however in installments of not less than \$20.00 per month payable 1st. installment on 1st. May 1909 and another on the 1st. day of each and every month thereafter, until fully paid on 1st. day of April 1910. The full amount for which note is given is the sum of \$800.00 less a credit of \$20.00 paid on 1st. day of April 1909 and said note being secured by the full proceed of 5 certain lots in Glenwood Addition to the City of Austin, Texas, when sold by the said W. C. Belcher, the purchase money therefore to be paid the said Alma Buas Belcher and

credited upon said note. Also it is further agreed and the said W. C. *counter 19105*

credited upon said note. Also it is further agreed and the said W. C. Belcher will pay as much as 1/5 of all the cash money realized or received by the said W. C. Belcher from the sale or otherwise of what is known as Colorado Heights and be credited when paid to the said Alma Buaas Belcher upon the aforesaid \$800.00 note & interest accrued thereon. It is understood that should the full amount of said \$800.00 note & interest shall have been paid before the payment of all the \$20.00 monthly installments then such of said installments not then due shall have been discharged by the payment of the full amount of said note. It is also agreed that all other real estate of the said Alma Buaas Belcher or owned jointly with the said W. C. Belcher, together with any and all notes, accounts shall be vested in the said W. C. Belcher as his separate property free from any claim on the part of the said Alma Buaas Belcher, except as above mentioned. In consideration of the sum of \$1.00 paid by each to the other the receipt of which is hereby acknowledged and the agreements above set out as the settlement, and in fact the settlement of their property interests, the said W. C. Belcher in taking all and each of the property above mentioned also assumes the payment of all the debts against the same and assumes the payment of all and every debt outstanding due or to become due against the said W. C. Belcher, or W. C. Belcher and Alma Buaas Belcher, or Alma Buaas Belcher except the aforesaid note of \$800.00 being due upon the Blanco Street property and the \$200.00 note due Mrs. Otto Meyer, which is assumed by the said Alma Buaas Belcher. And it is further agreed that in case a divorce be granted either of the parties hereto the above and foregoing agreement and settlement of their property interests and rights & etc. shall be taken by the Court granting such divorce as the settlement of the same and be incorporated in the decree of said Court.

Witness our hands, this the 8th. day of April A. D. 1909.
 (sgd.) W. C. Belcher, (()). Alma Buaas Belcher, (()).

Acknowledgment Statutory by W. C. Belcher and Alma Buaas Belcher, wife of W. C. Belcher, 8th. April 1909, before Albert T. Allison, Notary Public, Travis Co., Texas.

It is therefore considered, ordered, adjudged and decreed by the Court that said agreement be and is in all things confirmed and that the said plaintiff be quieted in the title to all of the said real and personal property as set apart to the plaintiff in the said agreement and the title thereto be and is vested in her as against the defendant, his heirs, executors, administrators or assigns, as fully and effectually as the deed of the defendant could vest the same and this decree shall have the same force and effect as a full warranty deed of conveyance from the defendant to the plaintiff. It is further ordered, adjudged and decreed by the Court that the title to all other real estate of the said Alma Buaas Belcher or owned jointly with the said W. C. Belcher together with any and all notes and accounts shall be vested in the said W. C. Belcher, free from any claim on the part of the plaintiff and that the defendant shall assume the payment of all and every debt, outstanding due or to become due against the said W. C. Belcher and Alma Buaas Belcher, except the \$800.00 due upon

Travis Co. Fild SK 29

the Blanco Street property and the \$200.00 note due Mrs. Otto Mayer, which are assumed by the said Alma Buaas Belcher in accordance with the agreement of the parties. It is further ordered that the defendant W. C. Belcher pay all costs in this behalf incurred for all which let execution issue.

TAXES.

All Taxes paid to the City, State and County, except the taxes for the year 1908 and the current year 1909, not yet payable.

Filed Judgment Liens. None.

127/190 Vol. 143 Page 72 Current No. 6657.

We have examined our abstracts and the records of Travis County, Texas, in regard to the title to two tracts of land 230 acres and 4 acres, in the City of Austin, in Travis County, Texas, part of the Isaac Decker League, since the 5th day of March A. D. 1908; at 8 o'clock a. m., and we do hereby certify, *that since that date*.—except as shown on the foregoing sheets Nos. seventy-nine (79) to ninety-seven (97) inclusive,—there have been no deeds, conveyances, trust deeds, mortgages, Vendor or Mechanic's liens, or other muniments of title, and no abstracts of judgments against any of the parties herein named, recorded or filed for record in the office of the County Clerk of Travis County, Texas, affecting the title to said property. That no suits in the District Courts, nor probate proceedings in the County Court of said County, have been instituted, or judgments or decree rendered in said Courts, affecting the title to said property. That there have been no tax sales of said property, as shown by the City, or State and County Tax Collector's tax sale registers. Witness our seal and signature, this the first day of May A. D. Nineteen Hundred and Nine, at eight o'clock a. m.

THE BERGEN, DANIEL & GRACY ABSTRACT CO.

D. B. GRACY, MGR.

W. C. Belcher, et al, }
 to } Warranty Deed.
L. C. Cole, } Dated 7th May 1909.
 } Filed 8th March 1910.
 } Recorded in Book 236 Pages
 } 547-549, Travis County.

The State of Texas, }
County of Travis, }

Know all men by these presents: That we, W. C. Belcher, a single man, D. B. Gracy, Joined by his wife, Emma Gracy, Herman Pressler, joined by his wife, Veannis Pressler, Annie M. Miller, a widow, A. W. Bloor, joined by his wife, Lucile M. Bloor, all of the County of Travis, State of Texas, for and in consideration of the sum of \$35,100.00 to us paid and to be paid by L. C. Cole, as hereinafter provided, and the deferred payments secured by vendors lien, retained as hereinfater expressed, and the assumption of 9 vendors lien notes, being notes numbered from 2 to 10, inclusive, executed in favor of George B. Robbins and Isabel M. Knight, and described in deed recorded in Volume 217 pages 601 to 603, inclusive, Travis County Deed Records, due and payable within nine years from March

25th, 1909, have granted, sold and conveyed, and by these presents

25th. 1909, have granted, sold and conveyed, and by these presents do grant, sell and convey unto the said L. C. Cole, those two certain lots, tracts or parcels of land situated in the County of Travis, in the State of Texas, and part of the Isaac Decker League, and fronting on the South side of the Colorado River, said two tracts of land containing 234 acres, and described by metes and bounds as follows, to wit: The first tract containing 230 acres of land and begins at the N. E. Cor of said Isaac Decker League on the Colorado River. Thence with the East line of said League S. 30° W. 1820 vrs. to a st. md. on said line. Thence N. 60° W. 590 vrs. to a stake in the middle of a branch. Thence down said branch with its meanders to the lower point of a cedar bluff. Thence E. 204 vrs. to a stake. Thence N. 110 vrs. to a stake. Thence N. 46½° W. 85 vrs. to an Elm 6 inches in diameter. Thence N. 30° E. 75 vrs. to a lagoon 35 vrs. wide, 123 vrs. to a stake on the river bank. Thence down the river with its meanders to the place of beginning. The second tract contains 4 acres of land and begins at a stake in the middle of a branch and at a corner of the 230 acre tract above described. Thence E. 204 vrs. to a stake. Thence N. 40° W. 148 vrs. to a Spanish Oak 12 inches in diameter. Thence N. 110 vrs. to a stake. Thence N. 46½° W. 85 vrs. to an Elm 6 inches in diameter. Thence up a creek to the place of beginning. Together with all improvements situated thereon, excepting however, the right of way across the above described tract of land deeded to Travis County by deed recorded in Book 69 pages 176-178, of the Travis County Deed Records. To have and to hold &c. &c. The said consideration of \$35,100.00 is paid and to be paid by the said L. C. Cole, as follows, to wit: \$6000.00 in cash to us in hand paid by the said L. C. Cole, the receipt of which is hereby acknowledged, and the amount remaining due after such payment in addition to said \$9000.00 assumed herein to be paid by the grantee, to wit: The sum of \$20,100.00 is to be paid by him as follows: In accordance with his said promissory notes, 9 of said notes for \$1000.00 each, payable one note each year for nine years respectively, and 3 notes for \$3000.00 each, payable in, 10, 11 and 12 years from date, and one note calling for \$2100.00 due and payable 13 years from date all of said notes to bear 6% interest payable annually, until all of said notes are paid, and if interest be not paid when due to become as principal and bear the same rate of interest, and if said notes or any one of them should be placed in the hands of an attorney for collection after maturity, an additional ten per centum on the amount to be collected for attorneys fees, besides cost of suit; and it is hereby understood and agreed that if default be made in the payment of any of the said notes, or any installment of interest thereon, then, at the option of the legal holders and owners of said notes, all of said notes then unpaid, the principal and interest then accrued, shall at once become due and payable, and the holders thereof may proceed to institute proceedings to collect the same and foreclose the vendors lien herein retained; and to secure the payment of said notes and interest the vendors lien is hereby retained upon the property herein described and conveyed, the maker of said notes, however, reserving to himself, his heirs and assigns, the right to pay any or all of said notes before maturity. It is fur-

ther understood and agreed that in case the said grantee herein shall fail to pay off said 9 notes or any of them, or the interest thereon when and as same accrues, then the holders of the notes executed by said grantee herein shall have the right, at their option, to declare said notes executed by said grantee herein due and payable. The holders of said notes shall also have the right, at any time, to pay off or take up said 9 notes, or any of them, assumed by the grantee herein and to hold same and the vendors lien securing same against the grantee herein, with all the rights of the original holders of said notes. It is further hereby understood and agreed that any plat of said property made by said grantee is to include, exclusive of all streets and alleys, not less than the equivalent of 1000 lots of 50 feet by 125 feet. It is further understood and agreed that upon the payment of \$40.00 per lot, such lot not to exceed 50 feet by 125 feet, and such \$40.00 payment to be made not less than \$25.00 in cash and the balance in vendors lien notes secured by first lien upon such lot released, and in such event the grantors herein hereby agree to release such lot from the operation of the aforesaid vendors lien securing the notes executed by the grantee herein. The cash payment paid, as aforesaid, shall be credited upon the first note maturing executed by said grantee, and the vendors lien note or notes to be held by the grantors herein as collateral security for said deferred payment notes, and when collected to be applied thereon, and to be endorsed by said grantee to the order of said grantors.

Witness our hands, this 7th. day of May A. D. 1909.

- Annie M. Miller.
- D. B. Gracy.
- Emma Gracy.
- A. W. Bloor.
- Lucile M. Bloor.
- W. C. Belcher.
- Herman Pressler.
- Veannis Pressler.

Acknowledgment Statutory by W. C. Belcher, unmarried, D. B. Gracy and Emma Gracy, his wife, Herman Pressler and Veannis Pressler, his wife, Annie M. Miller, a widow, A. W. Bloor and Lucile M. Bloor, his wife, 8th. May 1909, before Albert T. Allison, Notary Public, Travis County, Texas.

Warranty Deed.

L. C. Cole & wife	}	Dated 26 th Jany. 1910.
to		Filed 8 th March 1910.
M. C. Hurley,	}	Recorded in Book 236 Pages 549-550, Travis County.

State of Texas, }
County of Tarrant, }

Know all men by these presents: That L. C. Cole, of the County of Tarrant, State of Texas and Martha J. Cole, his wife, in consideration of the sum of \$2000.00 and other valuable considerations paid by M. C. Hurley, the receipt of which is hereby acknowledged, have granted, sold and conveyed and by these presents do grant, sell and convey, unto the said M. C. Hurley, of the County of Tarrant, and

State of Texas, an undivided 1/3 part or interest in those two certain lots, tracts or parcels of land, situated in the County of Travis, in the States of Texas, and part of the Isaac Decker League, and fronting on the South side of the Colorado River; said two tracts of land containing 234 acres and described by metes and bounds as follows, to wit: (Description of both tracts, same as in deed shown on sheets Nos. 98-103 hereof), together with all improvements situated
 (See printed pages 36, 37 and 38.)

thereon; excepting, however, the right of way across the above described tract of land deeded to Travis County, by deed recorded in Book 69 pages 176-178, of the Travis County Deed Records. This conveyance is made subject to certain Vendors Lien notes bearing 6% interest, aggregating the sum of \$9000.00 executed in favor of Geo. B. Robins and Isabel M. Knight, described in deed recorded in Volume 217 page 601 to 603, inclusive, Travis County Deed Records. Also certain Vendors Lien Notes aggregating the sum of \$20,100. bearing 6% interest, due and payable to Annie M. Miller, D. B. Gracy, W. C. Belcher, Herman Pressler and A. W. Bloor fully described in deed from the above named Grantors to L. C. Cole, dated the 7th. day of May A. D. 1909, which Vendor Lien notes are now a valid lien upon said described lands. To have and to hold the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said M. C. Hurley, and his heirs and assigns forever. And I do hereby bind my heirs, executors and administrators to Warrant and Forever Defend all and singular the said premises unto the said M. C. Hurley, and his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness our hands, at Fort Worth, Texas, this the 26th. day of January A. D. 1910.

L. C. Cole.
 Martha J. Cole.

Signed and Delivered in the presence of Rosa Belle Bloomer. A. V. Lewis.

Acknowledgment Statutory by L. C. Cole and Martha J. Cole, wife of L. C. Cole, 26th January 1910, before A. V. Lewis, a Notary Public for Tarrant Co., Texas.

	Contract.
M. C. Hurley, et al	} Dated 26 th Feby. 1910. Filed 11 th March 1910. Recorded in Book 236 Page 554, Travis County.
to	
W. B. Fitzhugh,	

This agreement made and entered into this the 26th. day of February A. D. 1910 by and between M. C. Hurley and Paul Hurley, of Fort Worth, Texas, hereinafter referred to as party of the first part and W. B. Fitzhugh, of Fort Worth, Texas, hereinafter referred to as party of the second part, bears witness as follows: The party of the first part hereby agrees and binds themselves to sell and make good and sufficient title to 234 acres of land within the corporate limits of the City of Austin, Texas, known as Colorado Heights or the William Robbin tract, and the said party of the second part hereby agrees and binds himself to purchase said 234 acres tract from

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said party of the first part. The terms and conditions of sale shall be as follows: Total price for said land \$49,140.00. Said party of the second part agrees to assume \$29,100.00 vendors lien notes now existing against said land, with interest which has accrued to the amount of \$1746.00 balance of purchase price, to wit: \$18,294.00 shall be paid to party of the first part as follows: \$12,294.00 cash at time of making deed, and party of the first part hereby agrees to subscribe for \$6000.00 of the Capital Stock of a corporation to be organized by the party of the second part. The balance of said \$18294.00 to wit: \$6000.00 shall go to pay for said stock. Party of the first part agrees to pay to A. N. Evans, of Fort Worth, Texas, the sum of \$2,340.00 upon completion of sale herein contemplated, said amount being in the nature of commission. It is understood and agreed between the parties hereto that the party of the second part shall have 30 days from date hereof in which to complete said contract; but that \$1546.00 cash of the above consideration is to be paid not later than March 25th. 1910, which shall apply to liquidate the first maturing note included in the \$29,100.00 indebtedness assumed by the party of the second part, as above. In witness whereof, we the parties hereto have on this date subscribed our signatures. Made intriplicate.

M. C. Hurley,
Paul Hurley, Party of first part.
W. B. Fitzhugh, Party of second part.

A. N. Evans, Witness.
No acknowledgment.

Warranty Deed.

L. C. Cole }
to } Dated 12th March 1910.
The Stacy-Robbins Company, } Filed 12th March, 1910.
Recorded in Book 239 Pages 290
Travis County.

The State of Texas, }
County of Travis, }

Know all men by these presents: That I, L. C. Cole, of the County of Tarrant, in the State of Texas, in consideration of the sum of \$20,000.00 Cash in hand paid to me by The Stacy-Robbins Company, receipt of which is acknowledged, have granted, sold and conveyed and by these presents do grant, sell and convey unto the said The Stacy-Robbins Company, a corporation existing under the laws of the State of Texas and having its principal office in the City of Austin, all those certain tracts or parcels of land lying and being situated in the County of Travis, in the State of Texas, a part of the Isaac Decker League, fronting on the South side of the Colorado River, said two tracts of land containing 234 acres and described by metes and bounds as follows, to wit: (Description of both tracts same as in deed shown on sheets Nos. 98-103 hereof). Together with all im-

(See printed pages 36, 37 and 38.)

provements situated thereon, excepting, however, the right of way across the above described tract of land deeded to Travis County by deed recorded in Book 69, pages 176-178, of the Travis County Deed Records. This conveyance is made subject to certain vendors lien notes bearing 6% interest, aggregating the sum of \$9000.00 executed

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in favor of Geo. B. Robbins and Isabel M. Knight, described in deed recorded in Volume 217 page 601 to 603 inclusive, Travis County Deed Records. Also certain other vendors lien notes aggregating the sum of \$20,100.00 bearing 6% interest, due and payable to Annie M. Miller, D. B. Gracy, W. C. Belcher, Herman Pressler and A. W. Bloor, fully described in deed from the above named Grantors to L. C. Cole, dated the 7th. day of May A. D. 1909, which Vendor lien notes are now a valid lien upon said described lands. To have and to hold the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said The Stacy-Robbins Company, its successors and assigns forever. And I do hereby bind my heirs, executors and administrators to warrant and forever defend all and singular the said premises unto the said The Stacy-Robbins Company its successors and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

Witness my hand, at Austin, Texas, this the 12th day of March A. D. 1910.

L. C. Cole.

Acknowledgment Statutory by L. C. Cole, 12th. March 1910, before M. C. Mercer, Notary Public, Travis County, Texas.

TAXES.

City taxes all paid for year 1908 and 1909. No assessment for year 1908 to State & County and no Unknown delinquency. State & County for year 1909 paid.

Taxes for current year 1910 not yet payable.

Filed Judgment Liens. None.

143/72 Vol. 157 Page 334 Current No. 7425.

We have examined our abstracts and the records of Travis County, Texas, in regard to the title to 234 acres of land more or less, part of the Isaac Decker League in Travis County, Texas since the 1st day of May A. D. 1909; at 8 o'clock a. m., and We do hereby certify, *that since that date*,—except as shown on the foregoing sheets Nos. Ninety-eight (98) to One Hundred and Thirteen (113) inclusive,—there have been no deeds, conveyances, trust deeds, mortgages, Vendor or Mechanic's liens, or other muniments of title, and no abstracts of judgments against any of the parties herein named, recorded or filed for record in the office of the County Clerk of Travis County, Texas, affecting the title to said property. That no suits in the District Courts, nor probate proceedings in the County Court of said County, have been instituted, or judgments or decrees rendered in said Courts, affecting the title to said property. That there have been no tax sales of said property, as shown by the City, or State and County Tax Collector's tax sale registers. Witness our seal and signature, this the Fifteenth (15) day of March A. D. Nineteen Hundred and Ten, at eight o'clock a. m.

THE BERGEN, DANIEL & GRACY ABSTRACT CO.

D. B. GRACY, MGR.

Travis Co Ric Sk 39

Warranty Deed.

M. C. Hurley, } Dated 12" March 1910.
to } Filed 21" March 1910.
L. C. Cole } Recorded in Book 239 Pages 316-317, Travis
County.

State of Texas, }
County of Tarrant, }

Know all men by these presents: That I, M. C. Hurley, of the County of Tarrant, State of Texas, in consideration of the sum of \$2500.00 cash in hand paid to me by L. C. Cole, the receipt of which is hereby acknowledged, and other valuable considerations to my satisfaction paid, have granted, sold and conveyed and by these presents do grant, sell and convey, unto the said L. C. Cole, of the County of Tarrant and State of Texas, an undivided one third part or interest in those two certain lots, tracts or parcels of land, situated in the County of Travis, in the State of Texas, and part of the Isaac Decker League and fronting on the South side of the Colorado River; said two tracts of land containing 234 acres and described by metes and bounds as follows, to wit: The first tract containing 230 acres of land and begins, at the N. E. Corner of said Isaac Decker League on the Colorado River; Thence with the East line of said League S. 30° W. 1820 vrs. to a st. md. on said line. Thence N. 60° W. 590 vrs. to a stake in the middle of a branch. Thence down said branch with its meanders to the lower point of a cedar bluff. Thence E. 204 vrs. to a stake. Thence N. 40° W. 148 vrs. to a Spanish Oak 12 inches in diameter. Thence N. 110 vrs. to a stake. Thence N. 46½° W. 85 vrs. to an Elm 6 inches in diameter. Thence N. 30° E. 75 vrs. to a lagoon 35 vrs. wide, 123 vrs. to a stake on the River bank; Thence down the river with its meanders to place of beginning. The second tract contains 4 acres of land and begins at a stake in the middle of a branch and at a corner of the 230 acre tract above described. Thence E. 204 vrs. to a stake. Thence 40° W. 148 vrs. to a Spanish Oak 12 inches in diameter. Thence N. 110 vrs. to a stake. Thence N. 46½° W. 85 vrs. to an Elm 6 inches in diameter. Thence up a creek to the place of beginning, together with all improvements situated thereon; excepting however, the right of way across the above described tract of land deeded to Travis County by deed recorded in Book 69 pages 176-178, of the Travis County Deed Records and being the same property conveyed to me by the said L. C. Cole, by deed dated January 26th, 1910, to which reference is made for further particulars.

This conveyance is made subject to certain vendors lien notes bearing 6% interest, aggregating the sum of \$9000.00 executed in favor of Geo. B. Robbins and Isabel M. Knight, described in deed recorded in Volume 217 page 601 to 603 inclusive, Travis County Deed Records. Also certain Vendors lien Notes aggregating the sum of \$20100.00 bearing 6% interest due and payable to Annie M. Miller, D. B. Gracy, W. C. Belcher, Herman Pressler and A. W. Bloor, fully described in deed from the above named Grantors to L. C. Cole, dated the 7th. day of May A. D. 1909, which vendors lien notes are now a valid lien upon said described lands. To have and to hold the

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above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said L. C. Cole, his heirs and assigns forever. And I do hereby bind my heirs, executors and administrators to warrant and forever defend all and singular the said premises unto the said L. C. Cole, his heirs and assigns, against every person person whosever lawfully claiming or to claim the same or any part thereof.

Witness my hand, at Fort Worth, Texas, this the 12th. day of March A. D. 1910.

M. C. Hurley.

Acknowledgment Statutory by M. C. Hurley, 12th. March 1910, before Stanley Boykin, Notary Public, Tarrant County, Texas.

No. 3484. IN COUNTY COURT, TRAVIS COUNTY, TEXAS.
State of Texas, } Lunacy Record "X", Page 564—On this 9th day
vs. } of November, 1910, come on to be heard before
W. C. Belcher. } R. E. White, Judge of the County Court of
Travis County, Texas, a complaint in writing and under oath charging W. C. Belcher with being a Lunatic, whereupon came the said W. C. Belcher in person and also came a jury of six good and lawful men of Travis County hereinafter named, who having heard the complaint the evidence and the charge of the said Judge (said jury having previously been impaneled and sworn according to law) returned their verdict in response to the Special issues submitted as follows, to wit: (Here follows Special Issues.)

Whereupon it is adjudged that the said W. C. Belcher is a Lunatic and it is ordered by the Court that he be conveyed to the Lunatic Asylum at Austin, Texas, County of Travis, for restraint and treatment and the costs of this proceeding be adjudged against the defendant.

(Sgd.) R. E. White, County Judge, Thavis County, Texas.

Attest: Paul M. Deats, Clerk County Court, Travis County, by A. E. Johnson, Deputy.

No. 3487. ESTATE OF W. C. BELCHER N. C. M.

In Probate Court, Travis County, Texas.

Complaint filed Nov. 9, 1910, by S. P. Porter, recorded Minute "27", page 233, charging W. C. Belcher to be of unsound mind &c. &c. &c.

Minute "27", page 233—On this 21st day of November, A. D. 1910, came on to be heard an information filed in this Ct. on the 9th day of November, A. D. 1910, charging W. C. Belcher with being of unsound mind, and the Court having caused a qualified Jury to be impanelled to try the case and determine whether the said W. C. Belcher was of unsound mind as shown in said information, and the said jury after hearing the evidence retired to consider of their verdict and returned into Ct. their verdict wherein they found that the said W. C. Belcher was a person of unsound mind. It is therefore ordered, adjudged and decreed by the Court that the said W. C. Belcher is a person of unsound mind, and the Court now here appoints J. G. Burney, Guardian of the person and estate of the said W. C. Belcher, a person of unsound mind, and that Letters of Guardianship issue to him on his giving bond in the sum of \$10,000 pay-

Travis Co. R.R. SK 39

able and conditioned as required by law and taking the oath prescribed by law within 20 days.

Minute "27", page 262—On this 1st day of December, A. D. 1910, came on for examination the Bond and Oath filed herein on the 30th day of November, A. D. 1910, by J. G. Burney Guardian of the person and estate of W. C. Belcher a person of unsound mind and it appears to the Court that said Bond in the sum of \$10,000 is executed by the said J. G. Burney guardian as principal and Henry Faulk and F. W. Carothers and Chester Thrasher as sureties and is in all respects a good and sufficient bond; and it further appears that both said Bond and Oath are in due form of law and properly executed. It is therefore ordered and decreed by the Court that said Bond and Oath of J. G. Burney as Guardian be and they are hereby in all things approved and the Clerk of this Court is ordered to record same in the Minutes of the Probate Court.

Bond & Oath of Guardian recorded Minute "27", page 254.

Minute "27", page 237—On this 22nd day of November, A. D. 1910, it appearing to the Court that Henry Faulk and A. T. Allison and Jno. E. Hill are residents of Travis County, Texas, and disinterested persons: It is ordered by the Court that they or any two of them be and they are hereby appointed to appraise the estate of W. C. Belcher a person of unsound mind.

Minute "27", page 253—On this the 2nd day of December, A. D. 1910, came on to be heard and considered the report of the Inventory and appraisal and list of claims of the estate of W. C. Belcher N. C. M. made by Henry Faulk A. T. Allison and Jno. E. Hill who have been heretofore appointed by the Court to appraise said estate, and the Court having examined the same; It is ordered by the Court that said Report be and it is hereby in all respects approved and ordered entered of record. Then follows record of Inventory which recites: W. C. Belchers int. in L. C. Cole Notes held by Herman Pressler, Trustee, \$5112.50. (Also recites other claims due the estate.) Subscribed and sworn to by all 3 appraisers and by Guardian Nov. 30th, 1910, before Paul M. Deats, Clerk Co. Ct. Travis County, Texas, by A. E. Johnson Depty.

Deed of Correction.

Annie M. Miller et al., } Dated March 29th. 1911.
to } Filed 13th February, 1914.
L. C. Cole. } Recorded in Book " ", Page ,
Travis County.

The State of Texas, }
County of Travis, }

Know all men by these presents: that Whereas, heretofore on the 7th day of May, 1909, Mrs. Annie M. Miller, surviving wife and independent executrix of the Estate of Clarence H. Miller, deceased; D. B. Gracy, and wife, Emma Gracy, A. W. Bloor and wife, Lucile M. Bloor; Herman Pressler and wife Veannis Pressler, and W. C. Belcher, all of Travis County, Texas, executed and delivered to L. C. Cole a certain deed of two tracts of land, containing 234 acres, in Travis County, Texas, which said deed is duly recorded in Volume 286, pages 547-549, of the Deed Records of Travis County,

Texas,—reference to which deed and the record thereof is hereby made, and Whereas, in the description in said deed there is a mistake made in the first call of the first tract in said deed, which said call in said deed reads as follows: "Thence with the east line of said league S 30 degrees W. 1280 varas to a stone mound on said line"; and Whereas, the said call should read: "Thence with the east line of said League S. 30 degrees W. 1820 varas to a stone mound on said line." Now, therefore, for the purpose of correcting said error, we, the said Annie M. Miller, individually and as sole devisee and independent executrix of the estate of Clarence H. Miller, deceased; said D. B. Gracy, joined by his wife, Emma Gracy; said A. W. Bloor, joined by his wife, Lucile M. Bloor; said Herman Pressler, joined by his wife Veannis Pressler, and said W. C. Belcher, acting herein by his duly and legally constituted guardian, J. G. Burney, do hereby agree that the said first call in said first tract in said deed be so corrected as to read hereafter as follows: "Thence with the east line of said League S. 30 degrees W. 1820 varas to a stone mound on said line." The sole purpose of this instrument is to correct said error in said call in said deed, and none of the rights of any of the parties, their heirs or assigns, as they now exist are in any manner affected by this instrument, further than to the extent that said instrument is hereby corrected. Witness our hands at Austin, Texas, on this the 29th day of March, A. D. 1911.

(Sgd.) Mrs. Annie M. Miller, Individually and as sole devisee and independent executrix of the estate of Clarence H. Miller, deceased.
A. W. Bloor.
Lucile M. Bloor.
D. B. Gracy.
Emma C. Gracy.
Herman Pressler.
Veannis Pressler.
J. G. Burney, Guardian of the estate of W. C. Belcher.

Acknowledgment, Statutory by Annie M. Miller, a widow, individually and as sole devisee and independent executrix of the estate of Clarence H. Miller, deceased, 4th April, A. D. 1911, before T. L. Ziller, Notary Public, Travis County, Texas.

Acknowledgment, Statutory by A. W. Bloor, and wife Lucile M. Bloor, 4th April, A. D. 1911, before T. L. Ziller, Notary Public, Travis County, Texas.

Acknowledgment, Statutory by D. B. Gracy, and Herman Pressler, and Emma C. Gracy, wife of said D. B. Gracy, and Veannis Pressler, wife of the said Herman Pressler; 29th March, A. D. 1911, before T. L. Ziller, Notary Public, Travis County, Texas.

Acknowledgment, Statutory by J. G. Burneyas Guardian of the estate of W. C. Belcher, 10th April, A. D. 1911, before T. L. Ziller, Notary Public, Travis County, Texas.

Deed of correction.
 Geo. B. Robbins et al., } Dated 11th April. 1910.
 } Filed 13th February, 1914
 to }
 W. C. Belcher et al. } Recorded in Book " ", Page ,
 } Travis County.

State of Illinois, }
 County of Cook. }

Know all men by these presents: that We, George B. Robbins and wife, Lillian E. Robbins and Isabel M. Knight, formerly Isabel M. Robbins, joined by her husband William H. Knight, all of the County of Cook in the State of Illinois, for the considerations named in our deed to W. C. Belcher, D. B. Gracy, Clarence H. Miller, and Herman Pressler dated March, 25th, 1908, and recorded in Book No. 217, pages Nos. 601-603 of the Deed Records of Travis County, Texas, and for the purpose of correcting the description of the property conveyed in said instrument, have granted, sold and conveyed, and by these presents do hereby grant, sell and convey unto the said W. C. Belcher, D. B. Gracy, Herman Pressler and Annie M. Miller surviving wife and independent executrix of the estate of Clarence H. Miller, deceased, all of the County of Travis, in the State of Texas, those two certain tracts or parcels of land situated in the County of Travis, in the State of Texas, part of the Isaac Decker League and fronting on the South side of the Colorado River within the corporate limits of the City of Austin said two tracts of land containing 230 acres and 4 acres, respectively and described by metes and bounds as follows viz: the first tract containing 230 acres of land and begins at the N. E. cor. of said Isaac Decker League on the Colorado River; hence with the East line of said League S. 30° W. 1820 vrs. to a st. md. on said line; Thence N. 60° W. 590 vrs. to a stake in the middle of a branch; Thence down said branch with its meanders to the lower point of a cedar bluff Thence E. 204 vrs. to a stake; Thence N. 4° W. 148 vs. to a spanish oak 12" in dia; Thence N. 110 vrs. to a stake; Thence N. 46½° W. 85 vrs. to an Elm, 6 inches in diameter. Thence N. 30° E. 75 vrs. to a lagoon 35 vrs. wide, 123 vrs. to a stake on river bank; Thence down the river with its meanders to the place of beginning. The second tract contains 4 acres of land and begins at a stake in the middle of a branch and at a corner of the 230 acres tract above described. Thence E. 204 vrs. to a stake; Thence N. 4° W. 148 vrs. to a Spanish Oak 12 inches in diameter. Thence N. 110 vrs. to a stake. Thence N. 46½° W. 85 vrs. to an Elm. 6 inches in diameter. Thence up a creek to the place of beginning. Together with all improvements situated thereon. To have and to hold the above described premises together with all and singular the rights, and appurtenances thereto in anywise belonging unto the said W. C. Belcher, D. B. Gracy, Herman Pressler and Annie M. Miller, their heirs and assigns forever, subject, however, to the vendor's lien retained in our original deed of March, 25th, 1908, above set out to secure the payment of certain purchase money notes, therein described. And we do hereby bind ourselves, our heirs, executors and administrators to warrant and defend all and singular the said premises unto

Travis Co. & R. B. Robbins
39

Acknowledgment, Statutory by Annie M. Miller, a widow, 12 Dec. 1911, before Wm. H. Stacy, Notary Public, Travis Co., Texas.

Resolution.

Stacy Robbins Co. } Dated 27 April, 1911.
 } Filed 27 April, 1911.
 } Recorded in Book "245", Page 445,
 } Travis County.

Copy of Resolution adopted by the Board of Directors of the Stacy-Robbins Company at a meeting of said Board held in the office of said Company on April 27th, 1911, Resolved: that either Wm. H. Stacy, President or Jno. W. Robbins, Vice President of this Company be and are hereby authorized to purchase or sell real property for account of this Company either for cash or on credit and on such terms as to them or either of them may seem best for the interests of this company, and that either of said officers may execute in the name of this company such conveyances, liens, notes, transfers, releases or other instruments as may be necessary in the purchase or sale of real property for account of this Company or the collection of the purchase money thereof. Resolved further, that either the said President or Vice President have the authority to use the credit of this Company in the conduct of its business and to execute such notes, mortgages or other obligations as may by them or either of them be deemed proper and necessary in the conduct of the business of the Company. We, William H. Stacy, and R. B. Robbins, President and Secretary respectively of The Stacy-Robbins Company, do hereby certify that the foregoing is a true and correct copy of Resolution passed by the Board of Directors of said corporation at a meeting of said Directors held on this date April, 27th, 1911.

(Sgd.) Wm. H. Stacy, President.
R. B. Robbins, Secretary,
of The Stacy-Robbins Co.

(Seal.)

State of Texas, }
County of Travis. }

Before me, the undersigned authority on this day personally appeared William H. Stacy known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as President of The Stacy-Robbins Company, for the purposes and consideration therein expressed, and that said instrument is the act of said Company. Given under my hand and official seal at Austin, Texas, this the 27th day of April, A. D. 1911.

(Seal.) Jno. K. Donnan, Notary Public, Travis County, Texas.

No. 26260. IN DISTRICT COURT, TRAVIS COUNTY, TEXAS.

W. B. Fitzhugh et al., }
 } vs. }
L. C. Cole et al. }

Petition filed 23rd Mar. 1910, States: W. B. Fitzhugh, Joe C. Kerbey D. H. Voss, and Clarence L. Test are Pffs. and residents of

(48)
Travis Co. Tex. except W. B. Fitzhugh who resides in Tarrant Co. Tex. that L. C. Cole, M. C. Hurley, Paul Hurley, J. L. Breathwit and Stacy-Robbins Co. a private Corporation—are all residents of Travis Co., Tex. except J. L. Breathwit, who resides at Shreveport La—that on or about 7th May, 1909, W. C. Belcher & others conveyed to L. C. Cole 234 acres of land in two tracts, parts of the Isaac Decker League, in Travis Co. Tex. (describing same as on Sheet Nos. 63 and 64 hereof.) The consideration being \$35,100. of which \$6000. was paid cash and balance by assumption of 9 vendor's lien notes on said property aggregating \$9000. and the execution of 13 notes by said Cole in various amounts, aggregating \$20,100.—That on 26th Jan. 1910 Cole and wife conveyed to M. C. Hurley, an undivided interest in said land consideration being \$2000. and subject to aforesaid \$29,100 in vendor's lien notes which said deed is recorded in Book "236", pages 549-50, Travis County Records—that on the 26th day of Feby. 1910 Fitzhugh and M. C. Hurley and Paul Hurley entered into a contract wherein said Hurley's bound themselves to make deed to Fitzhugh for 234 acres of said land on following terms; Fitzhugh agreeing to assume the \$29,100 in vendor's lien notes and accrued interest amounting to \$1746 and \$18,294 to be paid by Fitzhugh to Hurley's as follows: \$12,294 cash when deed was made—\$6000. in capital stock in corporation organized by Fitzhugh to be used to pay for said stock—that \$1546 cash of said consideration should be paid not later than Mch. 25th. 1910, which should be applied to liquidating first maturing note &c. &c. That said contract was executed with full knowledge and consent of Cole & Breathwit and was authorized by them to enter into such contract that on 5th Mch. 1910—Hurley and Cole & Breathwit entered into a contract as follows:

FortWorth Texas, March 5, 1910.

Mr. M. C. Hurley,
Fort Worth, Texas.

Dear Sir:—

This will confirm our verbal agreement of this date whereby we undertake and agree to pay you within ten days from this date the sum of twenty-five hundred (\$2500.00) Dollars for your interest in two hundred thirty four acres of land within the corporate limits of the City of Austin, Texas, owned by yourself and the undersigned, and in the event of failure on our part to pay you said twenty-five hundred (\$2500.00) dollars we, the undersigned agree to accept one thousand (\$1000.00) dollars each in full payment of our respective interests in said land, said two thousand (\$2000.000) dollars to be paid to us is contingent upon the carrying out of contract between you and W. B. Fitzhugh of Fort Worth, Texas, which expires on March, 30th, 1910.

Yours truly,

L. C. Cole.
J. L. Breathwit.

Accepted: M. C. Hurley.

That said memorandum, or letter, was exhibited to Fitzhugh—that M. C. Hurley in violation of said agreement re-conveyed to Cole for the purported consideration of \$2500.00 an undivided 1/3 interest in said 234 acres of land, which deed is recorded in Book "239", pages 316-317, Travis Co. Records—that on 12th Mch. 1910

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Cole conveyed to Stacy-Robbins Co. said 234 acres of land for \$20,000. which deed is recorded in Book "239", pages 290-291, Travis Co. Records.—that Plff. Fitzhugh has been ready and willing to comply with his contract and on the 14th of March, 1910, notified defts. M. C. & Paul Hurley & demanded fulfillment thereof—Plffs. further allege that deed to Stacy-Robbins Co. which purporting to be cash consideration of \$20,000 was without any consideration and that said Company had notice and knowledge of rights of Plffs. That on 12th March, 1910, Fitzhugh in performance of his part of contract &c. entered into an agreement with Kerbey, Voss & Test to pay off cash consideration of said contract and from said corporation and deliver \$6000. in stock to said Hurley's—that in order to form said corporation Fitzhugh assigned his interest in said contract to said Kerbey, Voss and Test—that all said various acts &c. were done with full, rights of Plffs. and for the purpose of defrauding Plff. &c. &c. that Plff. is still ready and willing to perform his part of said contract and here tenders into Court the cash payment of \$1546, and offer to pay into Court or who ever may be entitled to receive same the balance of said cash consideration of \$12294. and is willing and now offers to form said corporation and issue said \$6000 stock to rightful owner &c. &c. Wherefore Plffs. pray for specific performance of said contract &c. &c. and in the event it should appear that Plff. is not entitled to specific performance of said contract, then Plff. sues defts. herein for damages in sum of \$23400 and the further sum of \$50,000 pecuniary damages against defts. Cole, Breathwit and Stacy-Robbins Company &c. &c.

Attached to petition is contract shown on sheets Nos. 107 to 109 hereof.

Defts. all personally cited.

Answer of all defts filed 4th April, 1910—demur and deny.

1st amended answer by defts. filed 11 Oct. 1913—Demurs, denies and says Cole was owner of entire tract; conveyed 1/3 to M. C. Hurley; Hurley to Stacy Robbins Co.—Paul Hurley nor Breathwit had no interest in said land &c. defts. M. C. & Paul Hurley alone entered into said agreement with Fitzhugh and defts. Cole Breathwit & Stacy Robbins Co. are not parties to said agreement &c. Prays cloud cast by Plff. asserted claim be held for naught &c. &c. Plea of Intervention by Travis Heights Company filed 11th Oct. 1910 recites having purchased land described in petition from Stacy-Robbins Co., ask they be allowed to intervene as defts. herein. Also adopt 1st. Amended Answer of Defts. &c. &c.

Minute "22", page 298. And now on this the 1st day of December, 1910, came the Plaintiff's herein by their attorney and moves the Court to dismiss this case, it having been made known to the Court that the matters in controversy herein have all been settled. It is therefore considered, ordered, adjudged and decreed by the Court that this cause be and the same is hereby now dismissed.

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The Stacy-Robbins Company,
to
The Travis Heights Company.

Dated April 20, 1910.
Filed April 25, 1910.
Recorded in Book "239", Pages
567-68, Travis County.

The State of Texas, }
County of Travis, }

Know all men by these presents: That The Stacy-Robbins Company, a private corporation duly incorporated and existing under the laws of the State of Texas, and having its principal office in the City of Austin, Travis County, Texas, acting in pursuance with a resolution of its Board of Directors, and in consideration of the sum of \$20000.00 cash paid by The Travis Heights Company, receipt of which is acknowledged and the further consideration of the assumption of payment by the said The Travis Heights Company of nine promisory notes executed by W. C. Belcher, D. B. Gracy, Clarence H. Miller, and Herman Pressler in favor of George B. Robbins and Isabel M. Knight for the sum of \$1000.00 each, payable on or before two, three, four, five six, seven, eight, nine and ten years after date, respectively with interest at the rate of 6% per annum, payable annually for more particular description of which reference is made to deed from George B. Robbins, et al. to W. C. Belcher, et al, dated March 25th, 1908, and recorded in Book No. 217, page No. 601, of the Deed Records of Travis County Texas; also the assumption of payment by the said The Travis Heights Company of 12 certain promisory notes dated May 7th, 1909, executed by L. C. Cole, in favor of W. C. Belcher, D. B. Gracy, Annie M. Miller, Herman Pressler, and A. W. Bloor nine of said notes for \$1000.00 each, payable one note each year for nine consecutive years, and three notes for \$3000.00 each payable in ten, eleven and twelve years from its date respectively, and one note for \$2100.00 payable thirteen years after date, all bearing 6% interest payable annually and with privilege of pre-payment; and for a more particular description of said notes reference is made to deed from W. C. Belcher et al. to L. C. Cole, dated May 7th, 1909, and recorded in Book No. 236, page No. 547, of the Deed Records of Travis County, Texas, has granted, sold and conveyed and by these presents does grant, sell and convey unto the said The Travis Heights Company, a corporation created and existing under and by virtue of the laws of the State of Texas, and having its principal office in the City of Austin, in Travis County, Texas, all those certain tracts or parcels of land lying and being situated in the County of Travis in the State of Texas, a part of the Isaac Decker League, fronting on the South side of the Colorado River, said two tracts of land, containing 234 acres, and described by metes and bounds as follows, towit: the first tract containing 230 acres of land and begins at the N. E. corner of said Isaac Decker League on the Colorado River. hence with the East line of said League S. 30 W. 1820, vrs. to a st. md. on said line; Thence N. 60 W. 590 vrs. to a stake in the middle of a branch; Thence down said branch, with its meanders to the lower point of a cedar bluff. Thence E. 204 vrs. to a stake; Thence N. 110 vrs. to a stake; Thence N. 46½

TRAVIS Co. RIA SK 39

W. 85 vrs. to an Elm 6 inches in diameter. Thence N. 30 E. 75 vrs. to a lagoon 35 vrs. wide 123 vrs. to a stake on the river bank; Thence down the river with its meanders to the place of beginning. The second tract contains 4 acres, of land and begins at a stake in the middle of a branch and at a corner of the 230 acre tract above described. Thence E. 204 vrs. to a stake; Thence N. 40 W. 148 vrs. to a Spanish Oak 12 inches in diameter. Thence E. 204 vrs. to a stake; Thence N. 40 W. 148 vrs. to a Spanish Oak 12 inches in diameter. Thence N. 110 vrs. to a stake; Thence N. 46 1/2 W. 85 vrs. to an Elm. 6 inches in diameter. Thence up a creek to the place of beginning. Together with all improvements situated thereon. To have and to hold &c. &c. &c.

(Seal.) (Sgd.) The Stacy-Robbins Company, by
Wm. H. Stacy, President.

Attest:
R. B. Robbins, Secty.

State of Texas, }
County of Travis. }

Before me, the undersigned, authority on this day personally appeared William H. Stacy, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same, as president of The Stacy Robbins Company, for the purposes and consideration therein expressed, and that said instrument is the act and deed of said Company. Given under my hand and official seal at Austin, Texas, this the 22nd day of April, A. D. 1910.

(Seal.) Thomas F. Taylor, Notary Public, Travis County, Texas.

M. S. Yarrington et al., } Agreement.
& } Dated — April. 1912.
Travis Height Co. } Filed 22 April, 1912.
Recorded in Book "252", Pages 331-333,
Travis County.

State of Texas, }
County of Travis. }

Know all men by these presents: that Whereas, Mrs. M. S. Yarrington is the owner of 40 1/7 acres of land situated in Travis County, Texas, and being more particularly described in a certain judgement rendered on the 18th day of March, 1912, by the District Court, 53rd Judicial District of Travis County, Texas, in Cause No. 27637 wherein the Stacy Robbins Company was plaintiff and W. C. McCall et al were defendants which said judgement is here referred to for a more particular description of said land and, Whereas, the Travis Heights Company is the owner of 234 acres of land more or less, adjoining the said tract of Mrs. M. S. Yarrington which said 234 acre tract is the same land which was conveyed by the Stacy Robbins Co. to said Travis Heights Co. by deed duly recorded in Volume—page—of the deed records of Travis County, Texas, hereby referred to for a more particular description of said tract, and Whereas, the said Mrs. M. S. Yarrington and said The Travis Heights Co. desire to place certain restrictions upon each of said tracts of land.

Now, therefore in consideration of the mutual agreements and covenants herein contained it is hereby mutually covenanted and agreed between the said Mrs. M. S. Yarrington joined herein by her husband A. H. Yarrington and the said The Travis Heights Co. that no part of either tract, said two tracts of land herein above described shall hereafter be conveyed directly or indirectly to any person or persons of the Mexican or Negro Race and that no person or persons of the Mexican or Negro race shall hereafter acquire or be permitted to acquire any right, title, interest or estate in any portion of either of the said two tracts of land. And the parties hereto covenant and agree that in all Deeds conveyances or other instruments executed by them affecting the title to said two tracts of land or any part thereof shall be inserted the restrictions herein contained. The aforesaid restrictions are hereby declared by the parties hereto to be covenants running with the land and shall be binding upon both of the parties hereto their successors heirs executors administrators and assigns. It is hereby further expressly understood and agreed that the said covenants and restrictions attached to each of said two tracts of land and are mutual between the parties hereto their successors heirs, executors, administrators and assigns and that should said covenants and restrictions for any reason not be binding or cease to be binding upon one of the parties to this contract or its or her successors heirs, executors, administrators, and assigns then said covenants and restrictions shall cease to be binding upon the other party hereto its or her successors heirs executors, administrators and assigns. And whereas, the Stacy Robbins Co., is interested in the advancement of the property of the Travis Heights Co. in further consideration of the covenants and restrictions in favor of the Travis Heights Co. herein granted by the said Mrs. M. S. Yarrington the said Stacy Robbins Co. hereby abandons all right to further prosecute the said suit in said Cause No. 27637, and agrees that said judgement shall be final. In witness whereof we have hereunto set our hands in duplicate on this the — day of April, 1912.

(Sgd.) M. S. Yarrington,
A. H. Yarrington,
The Travis Heights Co, by
Jefferson Johnson Prest.
The Stacy Robbins Co., by
Wm. H. Stacy, Prest.

Acknowledgment, Statutory by A. H. Yarrington, 17 April, 1912, before Clarence Covert, Notary Public, Travis County, Texas.

Acknowledgment, Statutory by M. S. Yarrington, wife of A. H. Yarrington, 17 April, 1912, before Clarence Covert Notary Public, Travis County, Texas.

State of Texas, }
County of Travis. }

Before me, H. A. Robbins, a Notary Public, in and for Travis County, Texas, on this day personally appeared W. H. Stacy, known to me to be the person whose name is subscribed to the foregoing instrument and he acknowledged to me that he executed the same for the purposes and consideration therein expressed in his capacity as

Travis Co RIA SR 39

President of the Stacy Robbins Company and as the act and deed of the Stacy Robbins Company for the purposes and consideration therein expressed. Given under my hand and seal of office this 19 day of April, 1912.

(Seal.) H. A. Robbins, Notary Public, Travis County, Texas.
State of Texas, }
County of Travis. }

Before me, H. A. Robbins a Notary Public, in and for Travis County, Texas, on this day personally appeared Jefferson Johnson, known to me to be the person whose name is subscribed to the foregoing instrument and he acknowledged to me that he executed the same for the purposes and consideration therein expressed, in his capacity as President of the Travis Heights Company, and as the act and deed of the Travis Heights Company for the purposes and consideration therein expressed. Given under my hand and seal of office this 19 day of April, 1912.

(Seal.) H. A. Robbins, Notary Public, Travis County, Texas.

Travis Heights Company, } Deed of Trust.
to } Dated 20 Feby. 1913.
T. H. Davis. } Filed 20 March, 1913.
Recorded in Book "201", Pages 601-604, Travis County.

The State of Texas, }
County of Travis. }

This deed made and entered into this 20th day of February, 1913, by and between The Travis Heights Company, a Corporation existing under the laws of the State of Texas, and having its principal office in the City of Austin, party of the first part and T. H. Davis, of Travis County, Texas, party of the second part and Citizens Loan & Investment Company a Corporation existing under the laws of the State of Texas, party of the third part, Witnesseth: that the said party of the first part in consideration of the debt and trust hereinafter mentioned and created and of the sum of one dollar to it paid by the said party of the second part the receipt of which is hereby acknowledged does by these presents grant, bargain, and sell convey and confirm unto the said party of the second part the following real estate towit: All that certain tract or parcel of land lying and being situated in the County of Travis, in the State of Texas, being 234. acres out of the Northeast corner of the Isaac Decker League lying within the corporate limits of the City of Austin, and being the same property conveyed to the Travis Heights Company by L. C. Cole by deed dated March, 12th, 1910, and recorded in Book — page — of the deed records of Travis County, Texas, to which reference is made for a more particular description of said property. In trust: to secure the payment of one certain promissory note of even date herewith for the sum of \$10,000.00, executed by The Travis Heights Company by Jefferson Johnson, President, and payable on or before one year after date to the order of Citizens Loan & Investment Company at Austin, Texas, with in-

terest from date until paid at the rate of 6 per cent per annum, payable annually. Provides for 10% Attorney's fees.

Power of Sale, after notice, in case of default &c. &c. &c.

(Sgd.) The Travis Heights Company,
by Jefferson Johnson, President.

(Seal.)

The State of Texas, }
County of Travis. }

Before me, the undersigned authority on this day personally appeared Jefferson Johnson, 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 as President of the Travis Heights Company, and that said instrument is the act of said Company. Given under my hand and seal of office, at Austin, Texas, this 19th day of March, A. D. 1913.

(Seal.) Frank H. Raymond, Notary Public, within and for
Travis County, Texas.

Warranty Deed.

Dated 21st. Febru-
ary. 1913.

The Travis Heights Company by President. }
to }
Citizens Loan & Investment Company. }

Filed 13th Febru-
ary, 1914.

Recorded in Book—,
Page—, Travis
County.

The State of Texas, }
County of Travis. }

Know all men by these presents: that The Travis Heights Company, a corporation existing under the laws of the State of Texas, and having its principal office in the City of Austin, acting in pursuance with a resolution of its Board of Directors, in consideration of the sum of \$1.00, cash paid and other consideration paid to its entire satisfaction, receipt of which is acknowledged from Citizens Loan & Investment Company, has granted, sold and conveyed and by these presents does hereby grant, sell and convey unto the said Citizens Loan & Investment Company, a Corporation existing under the laws of the State of Texas, and having its principal office in the City of Austin, all that certain tract or parcel of land lying and being situated in the County of Travis, in the State of Texas, out of the Isaac Decker League, on the south side of the Colorado River and within the corporate limits of the City of Austin, described by metes and bounds as follows towit: Beginning at the original northeast corner of the Isaac Decker League on the Southwest bank of the Colorado River; same being the northwest corner of the Santiago Del Valle grant; Thence South 30° West with the dividing line between the Decker and Santiago Del Valle surveys 634 varas. Thence South 26° West 648 varas; Thence South 34° West 648 varas more or less, to the north line of a public road 60 ft. in width, known as the Lockhart Road; Thence Westerly with north line of said road 299 varas to a stake; Thence South 60° West 307 varas, more or less, to a stake in the center of Blum's Creek Thence down said Creek, with its

TRAVIS CO RID SE 39

meanders, to the Colorado River. Thence down said river, with its meanders to the place of beginning. Containing 234 acres of land, more or less, and being the same property conveyed to The Stacy Robbins Company, by L. C. Cole by deed dated March, 12th, 1910, and subsequently conveyed by The Stacy-Robbins Company to The Travis Heights Company. To have and to hold &c. &c. &c.

(Sgd.) The Travis Heights Company,
Jefferson Johnson, President.

The State of Texas, }
County of Travis. }

Before me, the undersigned authority on this day personally appeared Jefferson Johnson, 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 as President of The Travis Heights Company, and that said instrument is the act of said Company. Given under my hand and official seal at Austin, Texas, this the 31st day of December, A. D. 1913.

R. R. Ray, Notary Public, within and for
Travis County, Texas.

(Seal.)

Power of Attorney.

D. B. Gracy et al., }
to }
Herman Pressler. }

Dated 20th February, 1913.
Filed 13th February 1914.
Recorded in Book " ", Page—, Travis
County.

The State of Texas, }
County of Travis. }

Know all men by these presents: that we, D. B. Gracy, A. W. Bloor, Martha W. Bloor, a widow, and W. C. Belcher, acting herein by his duly and legally constituted guardian, J. G. Burney, all of the County of Travis, in the State of Texas, do hereby nominate, constitute and appoint Herman Pressler of the County of Travis, in the State of Texas, our true and lawful agent and attorney in fact for us and in our names and stead to demand and receive payment of those certain promissory notes or partial payments thereon, executed by L. C. Cole in favor of D. B. Gracy, Clarence H. Miller, Herman Pressler, A. W. Bloor and W. C. Belcher dated May 7th, 1909, and given as part purchase money for 234 acres of land out of the Isaac Decker League in Travis County, Texas, conveyed to the said L. C. Cole, by deed dated May 7th, 1909, and recorded in Book No. 236, page No. 547, of the deed records of Travis County, Texas, to which reference is made for particulars; we being the legal holders and owners of said notes in conjunction with the said Herman Pressler. And we do hereby fully authorize the said Herman Pressler to execute in our name or names releases of said property, or parts of same, as may be proper or necessary from time to time in his discretion. Hereby ratifying and confirming all lawful acts of our said agent and at-

torney. Witness our hands at Austin, Texas, this the 20th day of February, A. D. 1913.

(Sgd.) D. B. Gracy.
A. W. Bloor.
Martha W. Bloor.
W. C. Belcher.
by J. G. Burney, Guardian of the Estate of
W. C. Belcher, N. C. M.

The State of Texas, }
County of Travis. }

Before me, the undersigned authority, on this day personally appeared D. B. Gracy, A. W. Bloor and J. G. Burney, 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 J. G. Burney, acknowledged that he executed the same as guardian of the estate of W. C. Belcher, N. C. M. and that said instrument is the legal act of the said W. C. Belcher. Given under my hand and official seal at Austin, Texas, this the 6th day of January, A. D. 1914.

(Sgd.) R. R. Ray, Notary Public, within and for
Travis County, Texas.

Acknowledgment, Statutory by Martha W. Bloor, a widow, 3rd January, A. D. 1914, before Jas. M. Harris, Notary Public, within and for Travis County, Texas.

George B. Robbins et al., } Power of Attorney.
to } Dated 11th. April. 1910.
Herman Pressler. } Filed 13th February, 1914.
Recorded in Book " ", Page
Travis County.

The State of Illinois }
County of Cook. }

Know all men by these presents: that we, George B. Robbins and wife formerly Isabel M. Robbins, joined by her husband, William H. Knight, Lillian E. Robbins and Isabel M. Knight, all of the County of Cook in the State of Illinois, have named, constituted and appointed and by these presents do name constitute and appoint Herman Pressler, of the County of Travis, in the State of Texas, our true and lawful agent and attorney to demand and receive for us and in our names payment of those certain vendor's lien notes described in our deed to W. C. Belcher, D. B. Gracy, Clarence H. Miller and Herman Pressler dated March, 25th 1908, and recorded in Book No. 217, pages Nos. 601-603, of the Deed Records of Travis County, Texas, conveying 234-acres of land out of the Isaac Decker League in said Travis County, to which deed and the record thereof reference is made for a more particular description of said notes, payment of which has been assumed by certain vendees of said above named parties, and to execute release or releases of said property. And it is hereby further agreed that our said attorney may accept partial payments on said notes, or any of them, from time to time as the present owners of the property securing the same may elect and is

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Travis Co. Rtd 5K 39

hereby authorized and empowered to execute to said present owners or their assigns partial releases of said property on the basis of one acre for each \$100.00 paid in cash, said cash payments to be credited on the first note maturing after such payment. And when so done the same shall be as binding upon us as if done by us in our own proper person and we hereby ratify and confirm all lawful acts of our said attorney in the premises. Witness our hands this the 11th day of April, A. D. 1910.

(Sgd.) George B. Robbins.
Lillian E. Robbins.
Isabel M. Knight.
William H. Knight.

Acknowledgment, Statutory by William H. Knight, and wife, Isabel M. Knight, 11th April, 1910, before F. A. Woodbury, Notary Public, Cook County, Illinois.

Acknowledgment, Statutory by George B. Robbins, and wife Lillian E. Robbins, 11th April, 1910, before Thomas J. Keogh, Notary Public, Cook County, Illinois.

George B. Robbins et al.,
to
Citizens Loan & Investment Company. }
Release.
Dated 13th June, 1913.
Filed 13th, February, 1914.
Recorded. in Book " ",
Page Travis County

The State of Texas, }
County of Travis. }

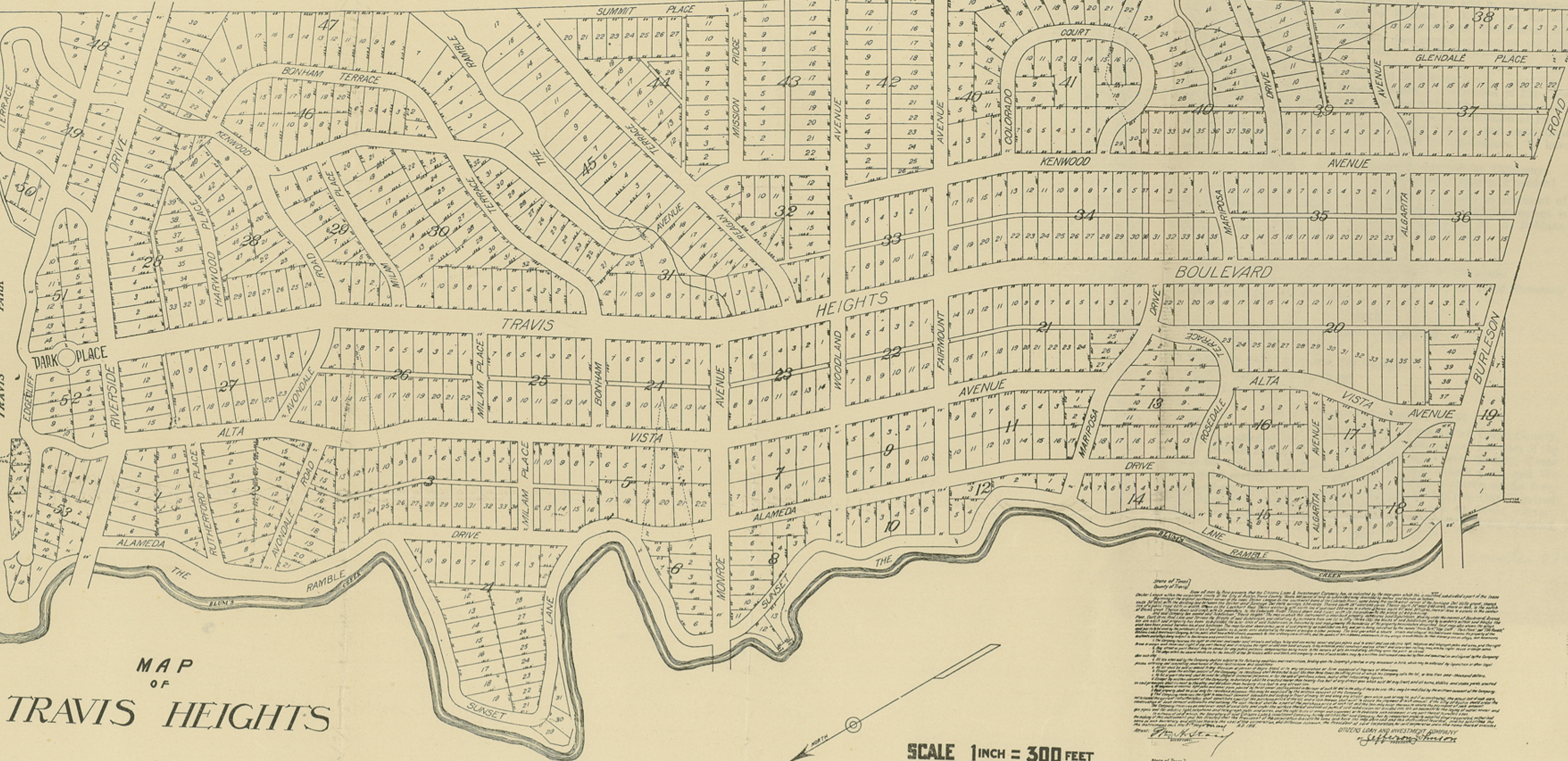
Know all men by these presents: that we George B. Robbins and wife Lillian E. Robbins and Williams H. Knight and wife, Isabella M. Knight all of the County of Cook in the State of Illinois, do hereby acknowledge payment in full of the first five notes for the sum of One Thousand Dollars each executed by W. C. Belcher et al in favor of George B. Robbins and Isabella M. Knight dated March 25th, 1909, and described in warranty deed from George B. Robbins et al. to W. C. Belcher, et al of even date with said notes and recorded in Book No. 217, page No. 601, of the deed records of Travis County, Texas, to which deed and the record thereof reference is made for a more particular description of said notes and the property conveyed therein being 234 acres out of the Isaac Decker League of Travis County, Texas; said five notes maturing March 25th, 1909, March 25th, 1910, March 25th, 1911, March 25th, 1912, and March 25th, 1913 respectively. And we, D. B. Gracy, Herman Pressler, A. W. Bloor Martha W. Bloor a widow and W. C. Belcher all of the County of Travis in the State of Texas, the said W. C. Belcher acting by and through his duly constituted guardian J. G. Burney to hereby acknowledge payment in full of the first four notes for the sum of \$1,000 each executed by L. C. Cole in favor of D. B. Gracy, et al., dated May 7th, 1909, and described in warranty deed from D. B. Gracy et al. to L. C. Cole of even date with said notes and recorded in Book No. 236 page No. 547, of the deed records of Travis County, Texas, to which deed and the record thereof reference is made for a more particular description of said notes and the property conveyed

therein being 234 acres out of the Isaac Decker League; said notes maturing May 7th, 1910, May 7th, 1911, May 7th, 1912, and May 7th, 1913. In consideration of said payments and the further consideration of one (\$1.00) Dollar cash in hand paid to us by Citizens Loan & Investment Company receipt of which is acknowledged, have remised, quit-claimed and released and by these presents do remise, quit-claim and release unto the said Citizens Loan & Investment Company a Corporation existing under the laws of the State of Texas, and having its principal office in the City of Austin, the following described property to wit: Lots Nos. 9, 10, 11 and 12, in Block No. 3, Lot No. 13, in Block No. 4, Lot No. 1, in Block No. 6, Lots Nos. 5, 6, 11 and 12, in Block No. 7, Lots Nos. 2, 5 and 6, in Block No. 8 Lot No. 1, in Block No. 10, Lots Nos. 11 and 12 in Block No. 18. Lots Nos. 1, 2, 3, and 4, in Block No. 19, Lots Nos. 9, 13, 14, 15 and 16 in Block No. 20. Lots Nos. 8 and 9, in Block No. 21. Lots Nos. 1 and 22, in Block No. 26. Lots Nos. 5, 9, 11, 13, 14 and 15, in Block No. 27. Lots Nos. 1, 2, 22, 28, 29, 30, 31, 32, and 47 in Block No. 28. Lots Nos. 1 and 2, in Block No. 29, Lots Nos. 11, 12 13, and 14, in Block No. 30. Lots Nos. 17, 21, 22, 23, 24, 27, 28, and 29, in Block No. 34. Lots Nos. 16 and 17 in Block No. 38. Lots Nos. 1, 2, 3, 4, and 5, in Block No. 50. Lots Nos. 1, 2, 3, 12, 13 and 14, in Block No. 51, Lots Nos. 1, 4, 5, 6, 7, 8, 9 and 10, in Block No. 52, Lots Nos. 3, 4, 5, 15, and 16, in Block No. 53. All in "Travis Heights" a Subdivision of 234 acres out of the Isaac Decker League in the Southeastern part of the City of Austin, Travis County, Texas, according to Plat of said subdivision of record in the office of the County Clerk of Travis County, Texas, to which reference is made for a more particular description of said lots. Free from all lien by reason of all of the notes described in the two deeds of conveyance above mentioned and the vendor's lien retained in each of said deeds. Witness our hands at Austin Texas this the 13th day of June A. D. 1913.

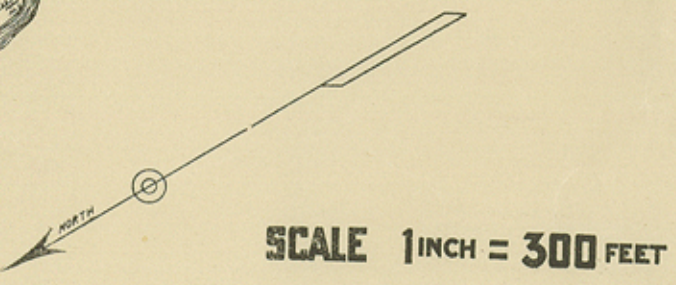
(Sgd.) George B. Robbins.
 Lillian E. Robbins.
 Wm. H. Knight.
 Isabella M. Knight.
 D. B. Gracy.
 A. W. Bloor.
 Martha W. Bloor.
 W. C. Belcher By J. G. Burney, Guardian,
 By Herman Pressler, Agent and Attorney in fact.
 Herman Pressler.

The State of Texas, }
 County of Travis. }

Before me, the undersigned authority on this day personally appeared Herman Pressler known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as Agent and Attorney in fact for George B. Robbins, Lillian E. Robbins William H. Knight, Isabella M. Knight, D. B. Gracy, A. W. Bloor, Martha W. Bloor a widow J. G. Burney Guardian and for himself for the purposes and consideration



MAP
OF
TRAVIS HEIGHTS



State of Texas)
County of Travis)

I, the undersigned, being duly qualified to take depositions and to administer oaths, do hereby certify that the foregoing is a true and correct copy of the original plat of Travis Heights, as the same appears on file in the office of the County Clerk of Travis County, Texas, at Austin, Texas, on the 27th day of September, A.D. 1924.

John H. Stearns
County Clerk

CITIZENS LOAN AND INVESTMENT COMPANY
Suffered

State of Texas)
County of Travis)

I, the undersigned, being duly qualified to take depositions and to administer oaths, do hereby certify that the foregoing is a true and correct copy of the original plat of Travis Heights, as the same appears on file in the office of the County Clerk of Travis County, Texas, at Austin, Texas, on the 27th day of September, A.D. 1924.

John H. Stearns
County Clerk

CITIZENS LOAN AND INVESTMENT COMPANY
Suffered

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Citizens Loan & Investment Co }
to }
William J. Evans & Wife }

Warranty Deed.
Dated 16 Jan. 1914
Filed 5 Feb. 1914.
Recorded in Book "264" Pages
271-272, Travis County.

The State of Texas, }
County of Travis. }

Know all men by these presents, that Citizens Loan & Investment Company a corporation existing under the laws of the State of Texas, and having its principal office in the City of Austin, acting in pursuance with a resolution of its Board of Directors and in consideration of the sum of \$1140 cash paid by William J. Evans and his wife Stella P. Evans, receipt of which is acknowledged; has granted sold and conveyed and by these presents does grant, sell and convey unto the said William J. Evans and Stella P. Evans all those certain tracts or parcels of land lying and being situated in the County of Travis in the State of Texas, and described as follows towit: Lots Nos 1 and 14 in Block No. 51 of Travis Heights a subdivision of 234 acres of land out of the Isaac Decker League within the corporate limits of the City of Austin, according to plat of said subdivision of record in the office of the County Clerk of Travis County, and restrictions thereon named to which reference is made for particulars. To have and to hold &c. &c.

(Sgd.) Citizens Loan & Investment Company
(Corporate Seal) By Jefferson Johnson, President

Acknowledgment, Statutory by Jefferson Johnson, as president of Citizens Loan & Investment Company, and that said instrument is the act of said company, 19 January 1914 before H. A. Robbins, Notary Public within and for Travis County, Texas.

TAXES.

Year—1910—L. C. Cole, assessed and paid on 234 acres.

Years—1911 to 1913—Inclusive—Travis Heights Land Company assessed and paid on 234 acres.

CITY.

Years—1910 to 1912—Inclusive—Taxes Paid.

Year—1913—Not Yet Paid.

Taxes for year 1914—Not Yet Payable.

Filed Judgment Liens—None.

Filed Feby. 2nd, 1914.

Vol. 232 Page 31 Current No. 11157

We have examined our abstracts and the records of Travis County, Texas, in regard to the title to 234 acres of land, more or less part of the Isaac Decker League in the City of Austin, Travis County, Texas since the 15th day of March A. D. 1910; at 8 o'clock a. m., and We do hereby certify, *that since that date*,—except as shown on the foregoing sheets Nos. One Hundred and fourteen (114) to One Hundred and Sixty-four (164) inclusive,—there have been no deeds, conveyances, trust deeds, mortgages, Vendor or Mechanic's liens, or other

Travis Co. Rd. 5K 39

muniments of title, and no abstracts of judgments against any of the parties herein named, recorded or filed for record in the office of the County Clerk of Travis County, Texas, affecting the title to said property. That no suits in the District Courts, nor probate proceedings in the County Court of said County, have been instituted, or judgments or decrees rendered in said Courts, affecting the title to said property. That there have been no tax sales of said property, as shown by the City, or State and County Tax Collector's tax sale registers. Witness our seal and signature, this the Thirteenth (13th) day of February A. D. Nineteen Hundred and Fourteen, at 9:30 o'clock a. m.

THE BERGEN, DANIEL & GRACY ABSTRACT CO.
D. B. GRACY, Mgr.

OFFICE OF GREGORY, BATTS & BROOKS,
Austin, Texas, June 1, 1914.

We have carefully examined the abstract of title to the "234 acres of land, more or less," part of the Isaac Decker League subdivided by the Citizens Loan & Investment Company under the name of "Travis Heights." This abstract is by the Bergen, Daniel & Gracy Abstract Company, and the last certificate thereon is dated February 13, 1914, 9:30 o'clock a. m., and consists of pages 1 to 164, inclusive, the last certificate therein referring to Current No. 11157.

In our judgment title is good in the Citizens Loan & Investment Company subject

(1) To the lien retained in the instrument from George B. Robbins et al to W. C. Belcher et al, dated March 25, 1908, and abstracted on original page No. 81 et seq.
(See printed pages 30 and 31.)

(2) The lien retained in the warranty deed from W. C. Belcher et al to L. C. Cole, dated May 8, 1909, and abstracted on original page No. 98 et seq. of said abstract.
(See printed pages 36, 37 and 38.)

(3) To the lien created by the Deed of Trust from Travis Heights Company to T. H. Davis, abstracted on original page 146 et seq. of said abstract.
(See printed pages 54 and 55.)

(4) To the provisions in the deed of dedication by Citizens Loan & Investment Company filed for record February 2, 1914, accompanying plat on original page No. 162.
(See printed page 60a.)

Yours truly,
GREGORY, BATTS & BROOKS.

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