

THE STATE OF TEXAS, ::

COUNTY OF BEXAR. ::

KNOW ALL MEN BY THESE PRESENTS, That Rosa Barnett, a feme sole, hereinafter styled "grantors", for the uses and purposes hereinafter recited, have granted, sold and conveyed, and by these presents do grant, sell and convey unto The San Antonio Loan and Trust Company, a private corporation duly incorporated under the laws of Texas and doing business in San Antonio, Bexar County, Texas, and Wm. L. Herff, of San Antonio, Bexar County, Texas, and to each of them separately as trustees, all that certain land situated and described as follows:

All that certain lot or parcel of land lying and being situated within the corporate limits of the City of San Antonio, in Bexar County, Texas, in New City Block No. 160, on the North-east corner of Market and North Presa Streets, and more particularly described in a deed dated June 4th, 1855, and recorded in Book "G-2", page 434, Records of Bexar County, Texas, from Jacob Waelder to Lorenz Schirr, as follows, to-wit:

It being marked Lot No. 2 on a map by W. Thielepape, bounded North by Lot 1, East by Lot 3, South by a continuation of Calabosa (now Market) Street, and West by Presa Street, containing on said Presa Street 20 varas, more or less, and on said Calabosa (now Market) Street 33-1/3 varas, more or less. Said Lot 2 being a part of the same property which was formerly owned by John McMullen, deceased, and was conveyed to said Waelder by the heirs of said John McMullen, deceased, by a deed recorded in Book "M-1", page 284, Records of Bexar County, Texas. Being the same property conveyed by Eliza Wagner and husband George Wagner to E. B. Chandler, et al., by deed dated May 8th, 1890, and recorded in Vol. 72, pp. 53-55 Deed Records of Bexar County, Texas; by said E. B. Chandler conveyed to W. G. Higgins and wife by deed dated August 1st, 1907, recorded in Vol. 274, pp. 89-91, Deed Records of Bexar County, Texas; by said W. G. Higgins and wife, Mary J. Higgins, conveyed to D. J. Woodward and Floyd McGown by deed dated December 31st, 1909, and recorded in Vol. 318, pp. 213-215, Deed Records of Bexar County, Texas, and by said D. J. Woodward and Floyd McGown conveyed to Rosa Barnett by deed dated May 22nd, 1911, and recorded in Vol. 358, pp. 184-185, Deed Records of Bexar County, Texas; the same being the separate estate of said Rosa Barnett, and being the same property described in the trust deed executed by Rosa Barnett joined by her husband M. Barnett, dated the 10th day of July, 1911, conveying said property to E.B.Chandler, trustee, to secure the twelve (12) notes hereinafter described, said trust deed recorded in the records for Deeds of Trust of Bexar County, Texas, Vol. 369, pp. 93-97, to which original trust deed, in the possession of The San Antonio Loan & Trust Company, and its record, reference is here made and the same is made a part hereof for more complete description.

Together with all the improvements now on said lands; and all improvements that may be placed thereon during the existence of this lien; and all the income and rents arising therefrom and for the use thereof after the maturity of the notes hereby secured.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights, privileges, easements and appurtenances thereto in anywise belonging unto the said trustees and each of them, their assigns and successors in fee simple title forever.

And the grantors do hereby bind themselves, their heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said trustees and each of them, their assigns and successors against every person whomsoever lawfully claiming or to claim the same or any part thereof. And the grantors specially warrant that they are lawfully seized in fee of each and all of the above described tracts of land, and have full and complete right to convey and encumber the same, that they have not conveyed the same, or any part thereof or any right, title or interest therein to any other person prior to making this conveyance; and that each of the above described tracts of land is free from encumbrance.

THIS CONVEYANCE IS IN TRUST, however, to secure the payment of the debt evidenced by the following described notes, and for the other trust herein set forth:

Twelve (12) certain promissory notes, aggregating Twenty-Five Thousand Dollars (\$25,000.00), five being for the sum of \$1,000.00 each, five for the sum of \$2,000.00 each and two for the sum of \$5,000.00 each, all dated July 10th, 1911, executed by M. Barnett and payable to the order of Gus J. Groos, as follows: the first five on July 15th, 1912, and the remaining seven on July 15th, 1916.

The following is a copy of Note No. 1, the remaining notes being similar in description:

No. 1, \$1,000.00 San Antonio, Texas, July 10th, 1911.
On the 15th day of July, 1912, for value received, I, we, or either of us, promise to pay to the order of Gus J. Groos, at the office of E.B. Chandler, in San Antonio, Bexar County, Texas, One Thousand Dollars in United States Gold Coin of the present standard weight and fineness, with interest thereon from July 15th, 1911, until maturity, at the rate of eight per cent per annum, and after maturity until paid at the rate of ten per cent per annum, interest payable semi-annually on Jan'y. 15th and July 15th, as it accrues, and ten per cent attorney's fees if placed in the hands of an attorney for collection after maturity or suit is brought hereon, or if collected through probate or bankrupt proceedings, whether instituted prior to or after maturity of this note.

On failure to pay this note or any installment of interest hereon when due, then all notes this day given by me to the said Gus J. Groos and secured by same lien securing this note may be declared due and payable at the option of the holder or holders thereof. All past due interest on this note to bear interest from maturity until paid at the rate of ten per cent per annum. This note subject to conditions of deed of trust securing same.

(Signed) M. Barnett.

In notes Nos. 6, 7, 8, 9 and 10 for \$2,000.00 each, M. Barnett reserves the right to pay said notes on July 15, 1913, 1914 or 1915.

In notes Nos. 11 and 12, for \$5,000.00 each, M. Barnett reserves the right to pay said notes in full or to make partial payments to account of same on July 15th, 1914 or 1915, and stop interest on the amount so paid at date of payment.

All the remainder of said notes being in the same words and figures except as above indicated, the original of which notes in the possession of The San Antonio Loan & Trust Co., are here referred to and made a part hereof for more particular description of their terms, all of which notes are hereby assumed by me and I agree to pay the same according to their respective terms and effect on the 1st day of Jan'y., 1918; also a note for \$1,000 executed by me on this date, payable to the order of The San Antonio Loan & Trust Co., on or before January 1st, 1918.

Together with all interest, attorney's fees and costs accruing thereon; and also to secure any and all other debts that the grantors whether individually or jointly with others, may owe to the owner and holder of said notes or either of them, including the debts now existing as well as those which may be contracted after the execution of this instrument regardless of the time when such debts respectively become due and collectible.

And to better secure the prompt payment of the aforesaid notes, the grantors herein do hereby expressly covenant and agree with the owner and holder of said notes that during the existence of this lien they will do and perform and permit the following acts and things:

1. Pay all notes secured hereby and the interest thereon promptly when due.

2. Pay when due all taxes now assessed, or that may in future be assessed, against the property above described, ~~xxxxxxx~~ ~~the debts hereby secured~~ ~~(Provided that the grantors shall not~~ ~~be excused during any given year to pay in arrears and taxes~~ ~~on the debts hereby secured)~~

3. See that no improvements are made upon the property hereby conveyed without the written consent of the holders of the notes secured by this instrument; preserve this as the only lien upon said property; and in the event any other liens are now upon said property or may be placed thereon or become attached thereto, we will promptly pay off and discharge the same, and all liens by contract or rights given or imposed by law in the future shall be subordinate to this lien.

4. Keep all improvements upon said property in good order and repair and at a value equal to their present value; and keep the same insured in some solvent Company against loss or damage by fire in the sum of \$25,000.00...., with the loss, if any, payable to the holders of the notes hereby secured as their interests may appear.

5. Retain control and possession of the property either in person or through tenants and not allow the same through judicial proceedings of any kind to pass into the custody of any court or be otherwise sold or forfeited.

6. Upon the maturity of the notes hereby secured, whether according to their terms or by the terms hereof, the trustees may and they are hereby authorized to take immediate possession of the property hereby conveyed, lease same and collect all income and rents arising therefrom then due or that may thereafter become due, and pay the proceeds so collected PRO RATA to the holder or holders of the notes hereby secured, less ten per centum (10%), to be retained by the trustees as compensation for collecting the same.

7. And in the event the grantors fail to pay the money necessary to carry out any one of the foregoing covenants when the same is due and payable, then the holder of the notes secured hereby or the holder of any one of said notes may and he is hereby authorized at his option to make such payments for us; and we do hereby agree to repay to him the sum or sums so advanced, together with ten per centum per annum interest thereon from the date of such payments; the sum or sums so advanced to be added to and become a part of the debt held by the person making such advances and be equally secured by this instrument; and they shall become due to the person or persons making the same at the time the note held by him matures; and such advances shall be made without waiver on his part of any rights arising from our failure to make such payments, and he shall also be subrogated to all of the equities, rights and liens of the State, City or person to whom such payments are made.

As an inducement to obtain the foregoing loan, the grantors have represented and do hereby represent that each of the facts hereinafter set forth is true; and it is distinctly understood and agreed that the monies advanced upon this security have been so advanced upon the faith of the truth of each representation, to-wit:

1. The property above described was conveyed to me by D. J. Woodward and Floyd McGown from whom I purchased it as my sole and separate estate by deed dated May 22, 1911, recorded in Volume 358, pages 184-185 of the records for deeds of Bexar County, Texas, and has ever since been and is now my sole and separate property, ~~and has ever since been my home and homestead,~~ the same having been continuously occupied by me as such since the date of said deed, my husband M. Barnett having occupied the same with me until his death, but he had no interest therein.

2. That soon after said purchase of said property by me, I and my said husband imposed by contract certain valid mechanics and builders liens thereon, referred to in the trust deed from us to E. B. Chandler, trustee, hereinabove mentioned, and thereafter, in order to meet the payments on said liens and to enable us to make the improvements, my said husband executed the twelve notes hereinabove described as aggregating \$25,000.00 and included in said \$25,000.00 of notes the sum of \$6,267.00 borrowed money, all of which is fully set up in said trust deed executed by us in favor of E. B. Chandler, trustee, to which reference is here made and the same is made a part hereof for particulars, and to secure the payment of such notes aggregating \$25,000.00, I, joined by my said husband, executed said trust deed in favor of E. B. Chandler, trustee, which said notes for \$25,000.00, secured by said trust deed, became and was and is a valid first lien upon my said property.

3. That soon after the execution of said \$25,000.00 of notes, secured by said trust deed, my said husband died, not having paid any of said notes, leaving the same a charge upon my said separate property, and leaving no estate with which to pay the same.

4. That after the death of said M. Barnett all of said twelve notes, being a first vendor's lien on said property, and there being no property of said M. Barnett out of which the same could be paid, I, for valuable consideration, entered into an agreement in writing with Eleanor A. Stribling, the then owner and holder of said notes, whereby I bound and obligated myself and agreed to pay all of said notes according to their tenor and effect.

5. That no part of the principal of either of said twelve notes executed by M. Barnett and assumed by me has ever been paid and the same, together with the interest thereon from July 15, 1913, are just, due and unpaid, except that the sum of \$500.00 has been paid to The San Antonio Loan & Trust Company as payment on the interest of the last eleven of said twelve notes on January 16, 1914; and it is the intention of this instrument to hereby fix a lien upon all of said above described property to secure the payment of said notes and said unpaid interest thereon, which are hereby assumed by me as if I had been originally bound to pay the same according to their respective tenors and effect, the same being extended as hereinabove stated so as to make the same payable according to their respective tenors and effect on the first day of January, 1918, instead of as in said original notes specified.

Upon the payment of the monies secured by this instrument, together with all interest and charges thereon according to the tenor and effect hereof, this conveyance shall become void and the property above conveyed shall be released to the grantors at their expense.

BUT IT IS EXPRESSLY UNDERSTOOD AND AGREED between the parties hereto that if any of the notes secured hereby or any installment of interest upon the same is not paid when due; or if any one of the warranties or covenants above set out is breached by the grantors herein; or if any one of the representations above made is untrue; or if the grantors fail to do or perform any act or obligation herein agreed to be kept and performed by them at the time and in the manner stipulated herein, then the holder of any of the notes secured hereby may, at his option, with or without notice to the debtors or makers hereof (which notice is hereby expressly waived) declared due and payable the entire debt or debts secured by this instrument, (notwithstanding any provisions in the notes to the contrary) and the principal debt and interest to that date shall bear interest at the rate of ten per centum per annum from said date; PROVIDED, however, that a person who does not hold all of the principal notes shall not mature the entire debt, without the consent of the holders of the other principal notes secured hereby, except by suit to foreclose this lien; and should the holder of any one of the notes secured by this instrument so elect, instead of permitting the foreclosure of this lien by suit, he may advance the money and pay for us to the holder or holders of the notes seeking to institute suit thereon the debts due them either before or after the filing of suit by them; and the sum or sums so paid by him, with interest thereon at the rate of ten per centum per annum from the date of such payment, shall become a part of the debts held by him and be secured by this instrument and he shall also be subrogated to all the rights, liens and equities held by the person or persons to whom such payments are made.

Upon request from the holder or holders of the note or notes secured by this instrument, after they become due, (the word "due" as here used meaning when said notes are matured either according to their face or according to the provisions of this instrument) either of said trustees shall be, and he is hereby empowered to sell the above described property, or any part thereof, at public auction for cash, after giving due notice of the time, place and terms of sale as required by law regulating the sales of real estate under trust deeds; the trustee is given the discretion to sell said property in bulk or in such lots or parcels as to him may seem best; and after making such sale or sales, he is hereby empowered to execute and deliver to the purchaser or purchasers deeds conveying the property so sold in our names with clauses of general warranty of title binding upon us, our heirs and legal representatives, and to receive and apply the proceeds from such sale or sales as follows:

1. To the payment of all expenses incurred in making such sale or sales.
2. To the payment to the trustee of ten per centum upon the whole amount collected as compensation for executing this trust.
3. To the payment of the full amount due under the terms of this instrument, including the notes, interest and attorney's fees and all monies advanced in accordance herewith for the use of the grantors, together with interest thereon; then the excess to the payment of all other debts secured hereby; and balance the trustee shall pay over to the grantors herein, their assigns or legal representatives.

It is distinctly understood and agreed that the power above conferred upon the trustees is conferred upon each of them separately; but in the event any one of said trustees advertises the property for sale under this instrument, either of the other trustees above named may complete the sale as though advertised by him, and deeds may be executed accordingly by the trustee actually making the sale.

In case of the death, disability or absence from the State or failure or refusal from any cause of the trustees herein named to act, a successor or substitute trustee may be appointed by the holder or holders of the notes hereby secured by an instrument in writing; and the person so appointed shall have all of the powers conferred hereby upon the trustee above named; and in case of his death, resignation, absence from the State, failure or refusal to act, another substitute may be appointed in the same manner as above provided, who shall have the same powers as said trustees above named; and in the event either of said substitute trustees shall advertise the property for sale under the terms of this instrument and become unable to consummate the sale from any cause, then and in that event the substitute trustee thereafter appointed as aforesaid may complete the sale as though advertised by him and deed or deeds may be executed accordingly by the substitute trustee actually making the sale.

And we do hereby ratify and confirm any and all acts which the said trustees or any of them, their successors or substitutes may do in the premises by virtue hereof; and expressly stipulate and agree that any and all statements of fact, or other recitals contained in any deed or deeds executed by any trustees under this instrument shall be conclusively presumed to be true in all courts of law and equity and be PRIMA FACIE proof that all prerequisites to such sale or sales have been regularly performed; and such sale or sales shall forever bar the grantors and all persons claiming under them from all rights, title and interest in and to the property covered by this instrument, whether in law or equity.

It is further stipulated and agreed that an extension or extensions may be made of the time of payment of all or any part of the debts or debt secured by this instrument and that any part of the property hereby conveyed may be released, without in anywise altering or affecting the lien created by this instrument in favor of any junior encumbrancer, mortgagee or purchaser, or any person acquiring an interest in the property hereby conveyed, or any part thereof; it being the intention of the parties hereto to preserve this lien on the property above conveyed and all improvements that may be constructed thereon hereafter prior to any liens that may be placed thereon or fixed, given or imposed by law thereon, after the execution of this instrument, notwithstanding any such extension or releases may be granted.

It is further stipulated and agreed that if after the trustee has begun foreclosure proceedings he is prevented from completing the sale, and this lien is foreclosed by judicial proceedings, wherein he is made a party; or the debts hereby secured are thereafter paid before sale, then there shall be paid to the trustee as compensation ten per centum, upon the whole amount collected, whether by foreclosure or voluntary payment.

It is further distinctly understood and agreed that in the event the grantors undertake to make improvements upon the property hereby conveyed, without the written consent of the holders of the notes hereby secured, the holder of any one of said notes, or any one of said trustees may take immediate possession of the property conveyed with or without suit for that purpose and may obtain in any court an injunction to restrain the building of such improvement; and upon filing suit he may obtain

Received in trust deed record

a receiver for the property and its rents pending the foreclosure of this lien and this instrument; and the terms and conditions hereof shall be binding upon the heirs and legal representatives and assigns of the grantors, and inure to the benefit of the holder or holders of each of the notes hereby secured, their heirs, legal representatives and assigns.

WITNESS, ^{my} ~~our~~ hands this the 3rd day of February, A. D., 1915...

Rosa Barnett

~~Witnesses at request of grantor.~~

THE STATE OF TEXAS,

County of Bexar.

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

GIVEN under my hand and Seal of Office, this 5th day of February, A. D., 1915...

Annie T. Connor, Notary Public in and for Bexar County, State of Texas.

THE STATE OF TEXAS, } COUNTY OF BEXAR }

I, FRANK R. NEWTON, County Clerk of said County, do hereby certify that the foregoing instrument of

writing with its certificate of authentication was filed for record in my office on the 5th day of Feb. A. D. 1915, at 5:45 o'clock P.M., and duly recorded on the 9th day of Feb. A. D. 1915, at 10:45 o'clock A.M., in the records of Deeds of Trust of said County, in book volume 455, on page 207-213

IN TESTIMONY WHEREOF, witness my hand and official seal, at office, this 9th day of Feb. A. D. 1915.

Frank R. Newton, County Clerk, Bexar County, Texas.

By A. G. Coates, Deputy.

.....

Notary Public in and for County, State of Texas.

COMPTON 08909

Indexed

Deed of Trust 707-212

Rosa Barnett 10:45

to

The S.A. Loan & Trust Co.,
and Wm.L. Herff, Trustees.

Property known as "Jo-Lotta
Hotel", N.E. corner Market
and Presa Streets, San
Antonio, Bexar County, Texas.

NCB 160

FILED FOR RECORD IN MY OFFICE

This 5 day of Feb A. D. 1915

at 5:45 o'clock P M.

Frank R. Newton
County Clerk, Bexar County, Texas.

By A. H. Coates
Deputy.

Return to San Antonio
Loan & Trust Co