

The enclosed documents is a Title Guaranty for property purchased by the City of San Antonio, from Maud Baccus by QCD, recorded in Volume 798, Page 140, File No. 106220, dated 29 Nov. 1924 and from Deed from Jacob Wohlfarth recorded in Volume 798 Page 32 dated 11-14-1924

Deed in  
File  
Book 6  
Baccus

A. J. F.  
12-10-65

# SAN ANTONIO ABSTRACT & TITLE CO.

CAPITAL \$100,000.00

SAN ANTONIO, TEXAS

No. 23108

Amount, \$ 175.00

The SAN ANTONIO ABSTRACT & TITLE COMPANY

For a valuable consideration to it paid, does hereby guarantee and indemnify

~~CITY OF SAN ANTONIO, a municipal corporation, its successors,~~

~~heirs, devisees, executors and administrators~~ against all loss or damage not exceeding the sum of

ONE HUNDRED SEVENTY FIVE DOLLARS,

which ~~it~~ shall sustain by reason of defects in ~~its~~ title to the real estate or interest therein, described in schedule "A" hereto annexed or by reason of liens or incumbrances affecting the same, at the date hereof, excepting only such liens, incumbrances and other matters as are set forth in Schedule "B" hereto annexed, and subject to the conditions and stipulations hereto annexed and made a part of this guaranty.

IN WITNESS WHEREOF, the SAN ANTONIO ABSTRACT & TITLE COMPANY, has caused its corporate seal to be hereto affixed and these presents to be signed by its Vice-President and countersigned by its Attorney, this 14th day of November, A.D. 1924.

**SAN ANTONIO ABSTRACT & TITLE Co.,**



J. Grover Hells  
Vice Vice-President.

Countersigned:

Amos Wilson  
Attorney.

## Schedule "A"

Showing (1) the estate or interest of the party guaranteed which is covered by this guaranty, (2) the deed or other means by which the estate or interest covered by this guaranty is vested in the party guaranteed, and (3) description of the property in which the party guaranteed has the estate or interest covered by this guaranty.

1. Fee simple estate - -

2. Vested in City of San Antonio, a municipal corporation of Bexar County, Texas, by deed from Jacob Wohlfarth dated November 14, 1924, filed for record in the office of the County Clerk of Bexar County, Texas, conveying - -

3. A part of Lots 17 and 18, in Block 4, New City Block 3211, situated within the Riverside Park Addition to the City of San Antonio, Bexar County, Texas, more particularly described as follows, to wit:  
Beginning at the southeast corner of said Lot 17, Block 4, in said Riverside Park Addition; thence west along the south line of said Lot 17, and the south line of Lot 18, 76 feet; thence in a southeasterly direction to a point on the east line of said lot 17, 58 feet north of the southeast corner of said lot 17, thence south along the east line of said Lot 17, to the place of beginning.

## Schedule "B"

This policy does not guarantee or indemnify against loss or damage arising from:

1. Any state of facts which a correct survey would show.
2. The existence of roads or easements not shown of record.
3. Rights or claims of persons in possession or claiming to be in possession, which are not shown of record.
4. Instruments not on file or recorded at the date of this guaranty and materialmen's or laborer's liens of which no notice is recorded or filed at said date.
5. All taxes and assessments of any kind.

## CONDITIONS OF THIS GUARANTY.

1. Any material misstatement or misrepresentation knowingly made in the written application for this guaranty renders the guaranty void.

2. This guaranty is personal between this company and the party guaranteed, and no transfer or assignment of this policy shall be valid, except that in case this guaranty is issued to, or for, the benefit of a lienholder, an assignment of the indebtedness, together with the lien securing the same, shall operate as an assignment of this guaranty without formal approval by this company.

This guaranty covers the title only to the date hereof and the liability of this company shall not be extended beyond that time by its approval of any transfer hereof.

3. If this guaranty covers a lienholder's interest only discharge of the lien shall terminate this guaranty and all liability of this company hereunder, but in case of foreclosure of the lien, this guaranty shall inure to the benefit of the holder of such lien only.

4. This company shall not be liable for any loss or damage resulting from any refusal to purchase the estate or interest covered by this guaranty. It is expressly understood and agreed that this company shall not be liable under this guaranty on account of rumors, doubts or assertions of defects, liens or incumbrances, but only for loss or damage under actual defects, liens or incumbrances such as would render liable the vendor upon the covenants and warrants in an ordinary general warranty deed.

5. No payment can be demanded without producing this guaranty for endorsement of such payment hereof. If this guaranty be lost or destroyed, indemnity must be furnished to the satisfaction of this company.

6. Within thirty (30) days after it comes to his notice, the party guaranteed shall in writing notify this company, at the company's office, of any defect, lien or incumbrance touching the interest or estate of the party guaranteed covered hereby, prior in date to, and not excepted in, this guaranty, and in respect of which loss or damage is apprehended. In the event the party guaranteed shall fail to comply with this condition, then this guaranty shall be void as to all loss resulting from such defect or incumbrance. The company shall have the right upon receipt of such notice to remedy such defect by legal proceedings or otherwise, at its discretion, and all at its own proper cost.

7. In case any action or proceeding is commenced to which the party guaranteed is a party and which may result in loss under this guaranty, the party guaranteed shall immediately after learning thereof notify this company in writing, at the company's office, and within seven days of summons upon him, secure to this company the right to defend such suit in the name of the party

guaranteed, so far as is necessary to protect the party guaranteed. He shall render all reasonable assistance in such defense. This company will bear the expense of such defense, reserving, however, the option of settling the claim or paying this guaranty in full. But this company shall in no case be liable for any costs or expenses incurred by the party guaranteed in such litigation without its consent.

8. In the event of final judicial determination by a court of competent jurisdiction, under which the party guaranteed is dispossessed or deprived of the estate covered hereby, or his estate or interest guaranteed is impaired by reason of an adverse interest, or a lien or incumbrance, hereby guaranteed against, or, if this guaranty covers a lienholder's interest, if such final judicial determination shall defeat or impair the title of the maker of the instrument creating the lien to all or a part of the premises covered by the lien, or establish the priority to the lien of a claim, lien or incumbrance not expected in the guaranty, claim may be made hereunder; provided, the conditions have been in all ways complied with. Every claim for loss under this guaranty shall be made in writing to this company at the company's office within sixty (60) days after such loss, together with a full statement. Right of action on this guaranty shall not accrue to the party guaranteed until thirty (30) days after the liability of this company is fixed as herein provided.

9. The total liability under this guaranty, exclusive of costs, shall in no case exceed the face of the guaranty, and every payment by this company shall reduce the guaranty by the amount paid. When this company shall have paid a loss under this policy it shall be subrogated to all rights and remedies which the party guaranteed may have against any person or property in respect of such claim, or would have if this guaranty had not been issued; and the party guaranteed shall forthwith transfer all such rights to this company accordingly. If the payment made by the company does not cover the loss of the guarantee, then such subrogation of this company shall be proportionate. Or, this company may, in case this guaranty covers a lienholder's interest only, pay the party guaranteed the entire indebtedness, secured by such lien, with interest to the date of such payment, at the rate specified in the lien, and thereupon the party guaranteed shall assign and transfer to this company the lien and the indebtedness thereby secured, with all instruments evidencing or securing the same, or shall convey to this company any estate vested in the party guaranteed by virtue of foreclosure of the lien, and all liability of this company shall thereupon terminate.

If an adverse claim to any portion of the title or estate covered by this guaranty shall be established, as aforesaid, this company's liability shall bear the same ratio to the maximum amount of its liability hereunder, as such portion lost shall bear in the entire estate.

No. 20108

\$ 175.00

# TITLE GUARANTY

In favor of City of San Antonio

Property Part of Lots 17 and 18

Block 4, Town of San Antonio, Ill.

## SAN ANTONIO ABSTRACT & TITLE COMPANY

Capital Stock \$100,000.00

J. E. Walls, President and Gen'l Manager  
J. Grover Wells, Secretary  
DeCoursey & MacFarland, Attorneys

GUNTER BUILDING  
SAN ANTONIO, TEXAS

## SAN ANTONIO ABSTRACT & TITLE COMPANY

GUNTER BUILDING  
SAN ANTONIO, TEXAS

THIS COMPANY OFFERS  
A COMPLETE LAND TITLE SERVICE