

Together with all and singular the improvements, tenements, hereditaments, appurtenances, rights and privileges situate therein or appertaining thereto, to have and to hold the same unto party of second part, in fee simple, FOREVER.

And parties of first part, for selves, representatives, heirs and assigns, hereby covenant with party of the third part, and party of second part and assigns, that parties of first part are lawfully seized in fee of each and all of the parcels of property above described; and that each parcel of said property is free from encumbrance, and that parties of first part have full and complete right to convey or encumber same; that the encumbrance hereby created is a first lien on each and all of the parcels of property above described, and parties of first part for selves, heirs and representatives agree to warrant and forever defend the title to each parcel of said property unto party of third part and party of second part and their assigns, against the claim or claims of all parties claiming, or to claim the same, or any part thereof.

This conveyance is in trust for the purpose of securing the payment of one certain promissory note, as follows, to-wit:

\$25,000.00

San Antonio, Texas, March 3, 1916.

Five years after date, for value received, We promise to pay to the order of the Grand Lodge of the Order of the Sons of Hermann in the State of Texas, at its office in San Antonio, Texas, the principal sum of Twenty-five Thousand (\$25,000.00) Dollars, with interest thereon at the rate of six per cent per annum from date until maturity, and ten per cent per annum after maturity until said principal sum is fully paid. Said interest to be paid on the first day of October of each year while the principal sum remains unpaid.

The interest to be paid hereon is represented by six coupon notes of even date herewith, which are secured by the same lien as this principal note. All past due principal and interest hereon shall bear interest at the rate of ten per cent per annum until paid.

We expressly agree that in the event of failure to pay taxes on the hereinafter described property as they become due, or to keep the improvements thereon insured against loss by fire for the benefit of the holder hereof, or in the event of default in the payment of any installment of principal or interest hereon, that the holder hereof, may, at his option, declare this principal note and all accrued interest hereon, at once due and payable, without notice.

We expressly agree that in the event default is made in the payment of this note after the same has been declared due by the exercise of the holder's option, or has matured in due course, and it is placed in the hands of an attorney for collection, or is collected by suit, or through the probate or bankruptcy courts, there shall be added hereto ten per cent of all past due principal and interest hereon as attorney's fees.

This note is secured by a deed of trust of even date herewith, given to W.A. Wurzbach, trustee, on a lot of land in the City of San Antonio, Bexar County, Texas, corner of Market and North Presa Streets, fronting 20 varas on North Presa Street and 33-1/3 varas on Market Street, fully described in said deed of trust.

The money for which this note is given is advanced for the purpose of extending and renewing a certain indebtedness of \$26,000.00, shown in deed of trust dated February 3rd, 1915, executed by Rosa Barnett to the San Antonio Loan and Trust Company, and Wm. L. Herff trustee, and which said indebtedness was assumed by the said L.B. Randall and John W. Spencer, in said deed dated April 1st, 1915, by which said land was conveyed to them by the said Rosa Barnett, as part consideration for said land, and the said deed of trust lien and note being this day extended for the said L.B. Randall and John W. Spencer, for their accommodation and at their special instance and request, the said extension is not to be considered as a novation of account, nor as a new contract, but the Grand Lodge of the Order of the Sons of Hermann in the State of Texas is hereby continued in all the rights, legal and equitable, conferred by said deed of trust and note, the existence of which is hereby expressly acknowledged by the undersigned as a deed of trust lien on the land described in said deed of trust securing this note and the said Grand Lodge is fully subrogated to all of the rights and liens accruing to said San Antonio Loan and Trust Company and its assigns by virtue of said deed of trust and said note.

(Signed) L.B. Randall
John W. Spencer.

\$5.00 stamps,
Cancelled.

Representing the principal of the money this day borrowed by parties of first part from party of third part, and six interest coupon notes of even date herewith, executed by parties of first part, payable to order of party of third part, in the same kind of money and at the same place as said principal note, with interest after maturity at the rate of ten per cent per annum, and ten per cent attorney's fees if placed in the hands of an attorney for collection after maturity, and subject to the conditions of the trust deed securing same; said notes being further described as follows; said interest coupon note No. 1 being for the sum of \$866.76, due October 1st, 1916; interest coupon notes Nos. 2, 3, 4 and 5 being each for the sum of \$1500.00, due October 1st, 1917, 1918, 1919, and 1920, each respectively; and interest coupon note No. 6 being for the sum of \$633.24, due March 3rd, 1921, the date of maturity of said principal note.

The money for which the above described note is given is advanced for the purpose of extending and renewing a certain indebtedness of \$26,000.00, shown in deed of trust dated February 3rd, 1915, executed by Rosa Barnett to the San Antonio Loan and Trust Company, and Wm. L. Herff, trustee, and which said indebtedness was assumed by the said L.B. Randall and John W. Spencer, in said deed dated April 1st, 1915, by which said land was conveyed to them by the said Rosa Barnett, as part of the consideration for said land, and the said deed of trust lien and note being this day extended for said L.B. Randall and John W. Spencer, for their accommodation and at their special instance and request, the said extension is not to be considered as a novation of account, nor as a new contract, but the Grand Lodge of the Order of the Sons of Hermann in the State of Texas is hereby continued in all the rights, legal and equitable, conferred by said deed of trust and note, the existence of which is hereby expressly acknowledged by the undersigned as a deed of trust lien on the land described in this deed of trust securing said note and the said Grand Lodge is fully subrogated to all of the rights and liens accruing to said San Antonio Loan and Trust Company and its assigns by virtue of said deed of trust and said note.

As an inducement to obtain the foregoing loan the said L.B. Randall and John W. Spencer have, in their application for a loan to said Grand Lodge of the Order of the Sons of Hermann in the State of Texas, dated 24th day of January, 1916, represented certain facts, set forth in said application, to be true and it is agreed that the money advanced upon this security have been so advanced upon the faith of the truth of the representations of facts contained in said application, which application was sworn to by said L.B. Randall and John W. Spencer and said application is hereby referred to and made part of this instrument.

It is expressly agreed that if either of the above described notes be not paid when due, according to their tenor

and effect, or in case said property be placed in the hands of a receiver, or taken into the custody of court, or if bankruptcy proceedings are instituted by or against said parties of first part, or if parties of first part fail to strictly do or perform any act or obligation herein agreed to be done or performed at the time or in the manner herein stipulated, or if any covenant or warranty hereby be broken or not strictly kept and performed, then any holder of a principal note secured hereby, may, at his option, with or without notice to parties of first part, declare due and mature the principal note secured hereby, and upon the same being so matured it shall be considered as having become due and matured under the provisions of this deed of trust hereinafter mentioned and for all other purposes, and if said note is collected through probate or bankruptcy proceedings, the aforesaid ten per cent attorney's fees shall be due and collectible, whether such proceedings are instituted prior to or after maturity of such note.

And for the better securing of the payment of said notes parties of first part agree to maintain the improvements on said lands in a good state of repair, and of value not less than present value, reasonable wear and tear excepted, and to pay all taxes or assessments now due or which may become due on said premises, or chargeable against said promissory note, and to keep the improvements on said premises insured against loss by fire in approved insurance companies to the extent of at least \$26,000.00, with loss, if any, payable to the beneficiary herein named, as its interest may appear, and to keep such insurance in force so long as the debt hereby secured, or any part thereof, shall remain unpaid.

It is further agreed that if parties of first part neglect or fail to do or perform either of the things or obligations above agreed to be done or performed by them, as above agreed, then party of second part, or the holder of a principal note secured hereby may do or perform any or all of such obligations, or acts, and the cost of doing such act or performing

such obligation, shall be due forthwith and payable by parties of the first part, their heirs or assigns, to the person or persons doing such act or performing such obligation, and shall bear interest from such maturity at the rate of ten per cent per annum, and be secured by this instrument, and the party doing such act or performing such obligation shall be entitled to all the equities of the person to whom any money or thing of value shall have been paid or delivered in the doing or performance of the same.

Upon the full payment of the said notes and the performance of all the acts and obligations above agreed to be done and performed by parties of the first part, this instrument shall become void and be released by the holders of said note or by party of the second part at the cost of the owner of said property, but in case of failure to pay said notes or any of them when due, (the word "due" as here used meaning when said notes are matured, either according to their face or according to the provisions aforesaid) party of second part is hereby authorized, on request of party of third part, or other holder of said notes, which request is hereby presumed, to enforce this trust and to sell the above described property at public auction for cash at the time and in the manner, and after giving due notice of the time, place and terms of sale as required by law regulating sales under trust deeds, the party of the second part (the trustee acting) having 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 he shall execute and deliver to the purchaser or purchasers good and sufficient deeds for the property sold, in the name of parties of first part, with clauses of general warranty of title, binding upon parties of first part, heirs and representatives, and shall apply the proceeds of sale as follows:

1. To the payment of expenses of executing this trust, including ten per cent commission to party of second part, (acting trustee.)

2. To the payment of all sums which may have been paid by parties of second or third part, or any other holder of a note under the terms of this instrument.

3. To the payment of interest to date of sale.

4. To the payment of principal secured hereby.

5. The remainder, if any, shall be paid over to parties of first part, heirs, representatives or assigns.

In case of the death, disability, or absence from the State, or failure or refusal from any cause of the trustee herein named to act, or of his resignation at any time, a successor or substitute may be appointed by the holder or holders of the principal note secured hereby by instrument of writing, and upon such appointment the person so appointed shall have all 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 trustee named.

Any and all recitals contained in any deed made by any trustee or substitute under the powers herein conferred shall be prima facie evidence of the truth of the facts so recited.

It is agreed that an extension or extensions may be made of the time of payment of all or any part or parts of the debts hereby secured, or any part of the security herein described may be released without in anywise altering, varying or diminishing the force, effect or lien of this instrument in favor of any junior encumbrancer, mortgagee or purchaser, or other party hereafter acquiring a lien on or interest in said land or any part thereof, and that this instrument shall continue as the first lien on

all said lands until all sums with interest and charges hereby secured are fully paid, notwithstanding any such extension, extensions, or releases.

And the said parties of the first part hereby declare that the property hereinbefore mentioned and conveyed to said party of the second part forms no part of any property by them owned, used or claimed as exempted from forced sale under the laws of the State of Texas, and hereby declare that they have never used, occupied or claimed said property as a home.

In witness whereof the said parties of the first part have hereunto set their names, this the 3rd day of March, A.D. 1916.

L. B. Randall

THE STATE OF TEXAS.

John W. Spencer

COUNTY OF BEXAR.

Before me, the undersigned authority, on this day personally appeared L. B. Randall, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 3rd day of March, A.D. 1916.

Carl C. Wurzbach
Notary Public in and for Bexar County, Texas.

THE STATE OF TEXAS.

COUNTY OF BEXAR.

Before me, the undersigned authority, on this day personally appeared John W. Spencer, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 3rd day of March, A.D. 1916.

Carl C. Wurzbach
Notary Public in and for Bexar County, 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 _____ day of _____

March

A. D. 1916, at 3:45 o'clock P. M., and duly recorded on the _____ day of _____

32d
15th

March

A. D. 1916, at 1:50 o'clock P. M., in the records of Deeds of Trust

of said County, in book volume 479, on page 367-71

IN TESTIMONY WHEREOF, witness my hand and official seal, at office, this 15th day of March A. D. 1916

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

By A. H. Coates Deputy.

Before me, the undersigned authority, on this day personally appeared _____

THE STATE OF TEXAS

NOTARIAL PUBLIC IN AND FOR BEXAR COUNTY, TEXAS.

[Handwritten signature]

Notary Public, V.D. 1916

Given under my hand and seal of office, this _____ day of _____, 1916.

THE STATE OF TEXAS

FILED FOR RECORD IN MY OFFICE

This 3 day of Mar, A. D. 1916.

at 3:45 o'clock P.

Frank R. Newton

County Clerk, Bexar County, Texas.

A. H. Coates Deputy.

COMPARED

William A. Marxbach
Attorney at Law
Alamo Bank Bldg.
San Antonio, Texas

Deed of Trust, Securing
Note for \$25,000.00
L. B. Randall and John W.
Spencer, to the
Incorporated Grand Lodge, O. D. H. S.
Property in San Antonio, Texas.