

AMOUNT \$ 7,312.00

No 31434 ODC

Order No. 77482

DALLAS TITLE AND GUARANTY COMPANY

DALLAS, TEXAS.

A CORPORATION ORGANIZED UNDER THE INSURANCE LAWS OF THE STATE OF TEXAS

Herein called Company, for value Does hereby guarantee to CITY OF SAN ANTONIO, Successors,

herein styled insured, its ~~heirs, executors and administrators~~ that it has good and indefeasible title to the following described real property: The West part of Lot 5, also known as Lot A-6, New City Block 448, situated within the corporate limits of the City of San Antonio, Bexar County, Texas, and being more particularly described by metes and bounds as follows:
 BEGINNING at the Northwest corner of Lot 4, NCB 448, being also the Northeast corner of Lot 5, NCB 448;
 THENCE S 45°53'25" E. with the Southwest line of Lot 4, and the Northeast line of Lot 5, a distance of 39.5 feet to a point in the Northeast line of Lot 5, said point being also the Southwest corner of a parcel of land designated as Tract 13 of the 5th to 9th Street Cut-off of the San Antonio River;
 THENCE S. 68°23' 35" W., a distance of 54.85 feet to a point in the West line of Lot 5, NCB 448, being also the East right-of-way line of 7th Street;
 THENCE N. 45°53'25" W with the East line of 7th Street, and the West line of Lot 5, a distance of 41.2 feet to the Northwest corner of Lot 5;
 THENCE N. 69°30'35" E. along the North line of Lot 5, a distance of 55.4 feet to the point of BEGINNING.

subject to: 1. Following liens. None.

- 4. State & County taxes for 1952; City taxes for 1951.
- 5. Rights of parties in possession. This exception, insofar as the Grantors in the deed to the insured are concerned, relates only to matters of occupancy and not to matters of title.
- 2. Restrictive covenants affecting the property above described.
- 3. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or any overlapping of improvements which a correct survey would show.

Said Company shall not be liable in a greater amount than actual monetary loss of insured, and in no event shall said Company be liable for more than

---SEVENTY-THREE HUNDRED TWELVE AND NO/100----- Dollars, and shall, at its own cost, defend said insured in every suit or proceeding on any claim against or right to said land, or any part thereof, adverse to the title hereby guaranteed, provided the party or parties entitled to such defense shall, within reasonable time after the commencement of such suit or proceeding and in ample time for defense therein, give said Company written notice of the pendency of the suit or proceeding, and authority to defend, and said Company shall not be liable until such adverse claim or right shall have been held valid by a court of last resort to which either litigant may apply and, if such adverse claim or right so established shall be for less than the whole of the property, then the liability of the Company shall be only such part of the whole liability limited above as shall bear the same ratio to the whole liability that the adverse claim or right established may bear to the whole property. In absence of notice aforesaid, the Company is relieved from all liability with respect to such claim or demand; provided, however, that failure to notify shall not prejudice the claim of the assured, if such assured shall not be a party to such action or procedure, nor be served with process therein, nor have any knowledge thereof, nor in any case, unless the Company shall be actually prejudiced by such failure.

Upon payment of any loss hereunder, the Company shall be entitled to be subrogated to all rights of insured against all other parties.

Upon a sale of the property covered hereby, this policy automatically thereupon shall become a warrantor's policy and the insured, his heirs, executors and administrators, shall for a period of twenty-five years from date hereof remain fully protected according to the terms hereof, by reason of the payment of any loss he or they may sustain on account of any warranty contained in the deed executed by insured conveying said property. The Company to be liable under said warranty only by reason of defects, liens or encumbrances existing prior to or at the date hereof (and not excepted above) such liability not to exceed the amount above written.

WITNESS THE CORPORATE SIGNATURE of Dallas Title and Guaranty Company; but this Policy shall not be valid unless countersigned by the duly authorized agent of the Company.

Dallas Title and Guaranty Company

Attest:

By

F. E. McKee
Secretary

Dexter Hamilton
President



Countersigned at San Antonio, Texas

this 31st day of October, 1951.

COMMERCIAL ABSTRACT AND TITLE COMPANY Agent.

By *Red S. Wells*
Vice-President

Yorbon e. Silman

TITLE POLICY

No. 31434 ODC



DALLAS TITLE AND GUARANTY COMPANY
DALLAS, TEXAS

ON TITLE TO
part of Lot 5, NCB 448,
as described herein.

FOR
CITY OF SAN ANTONIO

THIS POLICY ISSUED THROUGH
COMMERCIAL ABSTRACT AND TITLE CO.
FANNIN 4313 GUNTER BUILDING
SAN ANTONIO, TEXAS

OWNER'S POLICY

OFFICERS

CHRISTIAN C. WEICHSEL
CHAIRMAN OF THE BOARD
DEXTER HAMILTON
PRESIDENT

HAROLD STAR
EXECUTIVE VICE-PRESIDENT

J. C. TENISON
VICE-PRESIDENT
DRAKE MCKEE
VICE-PRESIDENT

FRED BUCHANAN
VICE-PRES. AND TITLE OFFICER

WM. R. KNIGHT
VICE-PRESIDENT

O. M. STUBBLEFIELD
VICE-PRESIDENT
F. E. MCKEE
SECRETARY

JAS. F. HAYTH
ASSISTANT SECRETARY
S. C. WHITELEY
ASSISTANT SECRETARY

HARRY B. BARNHART
ASSISTANT SECRETARY
ANN LOTZENHISER
ASSISTANT SECRETARY

JOHN R. CARMICHAEL, JR.
ASSISTANT SECRETARY

L. S. BRINDLEY
ASSISTANT SECRETARY

GEO. W. JAMES
ASSISTANT SECRETARY

ERVIN W. BEAL
TREASURER

HAMILTON, EDWARDS & SHULTS
GENERAL ATTORNEYS

DIRECTORS

NATHAN ADAMS
E. L. DALTON
J. B. DONOVAN
ADAIR DYER

JOHN GENARO
DEXTER HAMILTON
JOSEPH L. HIGGINBOTHAM
ERNEST HUNDAHL
BLAGDEN MANNING
DRAKE MCKEE
A. D. MARTIN
W. J. MORRIS
A. F. PILLET

LESTER A. RUSSELL
HUGO W. SCHOELLKOPF
HAROLD STAR
J. C. TENISON
ROGER L. TENNANT
GRADY H. VAUGHN
CHRISTIAN C. WEICHSEL