

THE STATE OF TEXAS

COUNTY OF Bexar

This Instrument, Entered into between Rosa Barnett No
husband, M. Barnett

hereinafter styled party of the first part and E. B. Chandler Trustee, his successor or
 successors, hereinafter provided for and styled party of second part, and

Gus J. Gross
 hereinafter styled party of the third part, WITNESSETH:

That party of the first part in consideration of Ten (\$10) Dollars paid by party of second part, and for the
 purposes hereinafter expressed, has this day and does hereby Grant and Convey unto party of second part the
 following real estate situated in Bexar County, Texas, to-wit:

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.

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 party of first part for self, representatives, heirs and assigns, hereby covenants with party of third part and party of second part and assigns, that party of first part is lawfully seized in fee of each and all of the parcels of property above described; that each parcel of said property is free from encumbrance, and that party of first part has full and complete right to convey or encumber same; that the encumbrance created hereby is a first lien on each and all of the parcels of property above described, and party of the first part for self, heirs and representatives, agrees 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 same or any part thereof.

This conveyance is in trust for the purpose of securing the payment of ^{twelve} certain promissory notes ~~as follows, to-wit:~~ aggregating \$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 bankruptcy 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 15th 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. X

representing the principal of the money this day borrowed by party of first part from party of third part, and ~~interest notes of even date herewith executed by party of first part, payable to the 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 (10) per cent. per annum, and ten (10) 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:~~

\$18,733.00 of the above principal sum has been advanced by said Gus J. Groos at the express instance and request of said party of the first part for the purpose of taking up the following described notes executed by said parties of the first part and secured by Builder's and Mechanic's Lien upon the premises hereinbefore described:

One note for the sum of \$13,600.00 in favor of E. Niggli, one note for the sum of \$3808.00 in favor of Braden-O'Neill Company, and one note in favor of Frank L. Young for the sum of \$1325.00, all dated July 6th, 1911, and payable on or before the first day of October, 1911.

And in consideration of the premises the said Gus J. Groos is hereby subrogated to all the liens, rights and privileges of the original holders of said notes and liens and the same are hereby carried forward in full force, virtue and effect to secure the said Gus J. Groos in the payment of the above described notes.

It is further expressly understood and agreed by the parties hereto that \$6267.00 of the amount loaned by the beneficiary herein to the grantors, to secure re-payment of which this deed of trust is executed, is advanced in addition to and above the amount necessary to satisfy the aforesaid Builder's and Mechanic's Liens, and that Notes Nos. 1, 2, 3, 4, and 5, for \$1,000.00 each, due July 15th 1912, and \$1267.00 of Note No. 6 for \$2,000.00, due July 15th, 1916, are to represent such sum of money and that upon payment of such notes that the remaining notes shall represent only monies advanced as aforesaid to pay of the notes secured by said liens.

It is expressly agreed that if either of the above described notes be not paid when due, according to its 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 party of the first part, or if party 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 contained herein 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 party of first part, declare due and mature all of the principal notes secured hereby, and upon the same being so matured, ~~all said interest notes which may not have matured at the time said principal notes shall have been so declared due, shall be and thereby become void, and~~ each of the principal notes secured hereby shall bear interest at the rate of ten (10) per cent. per annum from the date of ^{such} maturity of the last interest note not rendered void as aforesaid, and when said principal note or notes are matured as aforesaid, they 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 notes or either of them are 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 or notes; provided, however, that a person who does not hold all of the principal notes

shall not mature the same without the consent of the holders of the other principal notes secured hereby, except by filing suit to declare such notes due and to foreclose the lien secured hereby.

And for the better securing of the payment of said notes, party of the first part agrees 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, to insure said improvements in the sum of not less than _____

Twenty Five Thousand (\$25,000⁰⁰) DOLLARS, in such company or companies as may be selected by party of the second part, loss, if any, payable, pro rata, to the holder or holders of the principal note or notes secured hereby, or to trustee named herein or his successor or successors in trust to be by him paid pro rata to the holder or holders of the principal note or notes secured hereby, and to keep said property so insured until said notes are paid in full (1), and to pay all taxes or assessments now due or which may become due on said premises, or chargeable against said promissory note....., provided, that said first party shall not be required to pay for taxes and interest together on said notes, in any one year, more than ten per cent.

It is further agreed, that if party of first part neglects or fails to do or perform either of the things or obligations above agreed to be done or performed by him, as above agreed, then party of the second part, or the holder of a principal note secured hereby may do or perform any or all of such acts or obligations, and the cost of doing such act or performing such obligation shall be due forthwith and payable by the party of the first part, his 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 (10) 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 same.

Upon the full payment of said notes and the performance of all the acts and obligations above agreed to be done and performed by party of the first part, this instrument shall become void and be released by the holders of said notes or by party of 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 the 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 the party of first part with clauses of general warranty of title, binding upon party of the first part, heirs and representatives, and shall apply the proceeds of sale as follows:

1. To payment of expenses of executing the trust including ten per cent. commission to party of second part (acting trustee).
2. To payment of all sums which may have been paid by parties of second or third part, or any holder of a note under the terms of this instrument.
3. To the payment of interest to date of sale.
4. To payment of principal secured hereby.
5. The remainder, if any, shall be paid over to party 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 notes secured hereby by instrument in 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 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.



THE STATE OF TEXAS

THE STATE OF TEXAS

In Witness Whereof, the said parties of the first part

have hereunto set their hands and seals this 10th day of

July A.D. 1911.

WITNESSES, at the request of the grantors:

Rosa Barnett,
M Barnett

THE STATE OF TEXAS,
 County of Bexar } BEFORE ME, G.A. Franklin
Notary Public
 in and for Bexar County, Texas, on this day personally appeared
M. Barnett
 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 considerations therein expressed.
 Given under my hand and seal of office, this 10th day of July, A. D. 1911

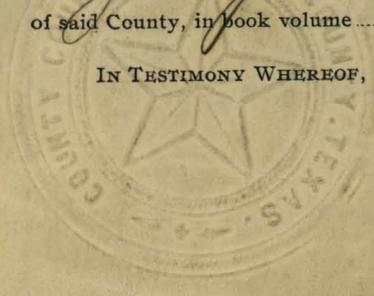
G.A. Franklin
Notary Public, Bexar Co., Texas

THE STATE OF TEXAS,
 County of Bexar } BEFORE ME, G.A. Franklin
Notary Public
 in and for Bexar County, Texas, on this day personally appeared
Rosa Barnett wife of M. Barnett
 known to me to be the person whose name is subscribed to the foregoing Instrument, and having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said Rosa Barnett acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and considerations therein expressed, and that she did not wish to retract it.
 Given under my hand and seal of office, this 10th day of July, A. D. 1911

G.A. Franklin
Notary Public, Bexar Co., Texas

THE STATE OF TEXAS, } I, FRANK R. NEWTON, County Clerk of said County, do hereby certify that the foregoing instrument of
 COUNTY OF BEXAR } writing with its certificate of authentication was filed for record in my office on the 15th day of
July, A. D. 1911, at 10³⁰ o'clock am, and duly recorded on the 21st day of
July, A. D. 1911, at 10²⁵ o'clock am, in the records of Deeds of Trust
 of said County, in book volume 869, on page 93-97.

IN TESTIMONY WHEREOF, witness my hand and official seal, at office, this 21st day of July, A. D. 1911,
Frank R. Newton
 County Clerk, Bexar County, Texas.
 By Aug. E. Sappertz, Deputy.



Filed for record July 15 1911
 at 10³⁰ o'clock am.
Frank R. Newton Clerk.
 By Aug. E. Sappertz Deputy.
 E. B. CHANDLER,
 SAN ANTONIO, TEXAS,
 Mortgage Loans.
 FOR BENEFIT OF
Trust Deed
 TO
M. Barnett
 FROM
Rosa Barnett
 Loan No. 1025 A.M. 93-97
369

COMPARED