

2-13-26 11:36 am

Title Page

OFFICE OF
ALAMO ABSTRACT & TITLE GUARANTY COMPANY
(INCORPORATED UNDER THE LAWS OF THE STATE OF TEXAS)
OF SAN ANTONIO, TEXAS

ABSTRACT OF TITLE
made for

J. E. JARRATT COMPANY

to

188.99 acres of land, situated in Bexar County, Texas, out of the Original City tract and the Guillermo Nunez Survey No. 151. Fully described in Trustee's deed, dated February 13, 1926, executed by M. Coppard, Trustee to Wm. C. Church, Trustee, and shown on page 5 hereof.

J.H.FROST
TO
WM. C. CHURCH, TRUSTEE

TRANSFER OF LIEN
DATED FEBRUARY 13, 1926,
FILED FEBRUARY 13, 1926, AT 11:37 AM
RECORDED IN DEED RECORDS OF
BEXAR COUNTY, TEXAS, VOL. 864 PG 313
FILE #149693

KNOW ALL MEN BY THESE PRESENTS:

That I, J.H.Frost of Bexar County, Texas, in consideration of the sum of Forty three thousand five hundred twenty three and 32/100 (\$43,523.32) dollars cash to me in hand paid by Wm. C.Church, Trustee, the receipt of which is hereby acknowledged and confessed, have transferred, assigned and conveyed and by these presents do TRANSFER, ASSIGN AND CONVEY unto the said Wm. C.Church, trustee that certain balance due upon the claim of Eda K. Meyer against the National Golf Association of Texas, as allowed and approved by H.M.Aubrey, Referee in Bankruptcy of the Estate of said National Golf Association of Texas, on the 27th day of June, A.D. 1925, - which said Association was adjudged a bankrupt in the District Court of the United States for the Western District of Texas, on or about the 19th day of February A.D. 1925; on which said claim there was heretofore paid on July 9, 1925, the sum of Fifty two thousand five hundred (\$52,500) dollars, which said payment was applied on said claim as follows:

Interest on Five (5) vendor's lien notes of Seventeen thousand (\$17,000) dollars each, aggregating eighty five thousand (\$85,000) dollars, from August 1st, 1924, to February 1, 1925, Twenty five hundred fifty (\$2550) dollars; interest from February 1st, 1925, to July 9, 1925, on said five notes, at 6% per annum, twenty two hundred fifty two and 50/100 (\$2252.50) dollars; interest on said twenty five hundred fifty (\$2550) dollars, above referred to, from February 1st, 1925 to July 9, 1925, Ninety and 11/100 (\$90.11) dollars; and the sum of Forty seven thousand six hundred seven and 39/100 (\$47,607.39) dollars on account of the principal of said five notes of Seventeen thousand (\$17,000) dollars each; - leaving the balance of principal due on said five notes of Thirty seven thousand three hundred ninety two and 61/100 (\$37,392.61) dollars as of July 9th 1925;

And I do hereby, and by these presents, ASSIGN, TRANSFER AND CONVEY unto the said Wm. C.Church, Trustee, the balance due and to become due on said five certain vendor's lien notes executed by Emil F. Loeffler, John McGlynn and Thomas J.Dixon, of date July 30, 1924, for the sum of Seventeen thousand (\$17,000) dollars each, payable to the order of Eda K. Meyer, bearing 6% interest, payable semi-annually, - and fully described in deed from Eda K. Meyer, a feme sole, to the said Loeffler, et al, and secured by a vendor's lien retained in said deed from Eda K. Meyer to the said Loeffler, et al - which said deed is duly recorded in Volume 779, pages 194-96 of the deed records of Bexar County, Texas, to which deed and record reference is hereby made for further description of the land therein conveyed; and upon which said vendor's lien was retained, and the notes hereinbefore referred to and given in part payment for said property by the said Loeffler, et al, the payment of which was assumed by the

said National Golf Association of Texas, together with the vendor's lien retained in said deed to secure the payment thereof, and I do hereby TRANSFER, ASSIGN AND CONVEY said notes, which said notes are the consideration for the claim filed in said bankruptcy estate of the National Golf Association of Texas, upon which there is a balance of the principal due, as aforesaid, said assignment of said notes, however, being intended to include only the balance due on said notes and said claim as allowed by the said H.M.Aubrey, Referee in Bankruptcy, after applying the credit of Fifty two thousand Five hundred (\$52,500) dollars hereinbefore described; and that said assignment, transfer and conveyance of said notes and lien is made without recourse on me. The said payment of Fifty two thousand five hundred (\$52,500) dollars as a credit on the amount due on said notes on said claim was received from a sale of a portion of the property described in said deed from Eda K. Meyer to the said Loeffler, et al, recorded in Book Volume 779, pages 194-96 of the Deed Records of Bexar County, Texas, as aforesaid, which said property so sold was conveyed by M.Coppard, trustee in Bankruptcy of said estate, to the International Exposition of San Antonio, a corporation duly organized under the laws of the State of Texas, and being fully described in said deed which is duly recorded in Book Volume pages of the deed records of Bexar County, Texas, to which record reference is hereby made for a full and complete description of that portion of said property so sold, the same being sold free of all liens, including the vendor's lien retained to secure the payment of the notes hereinbefore described. And I do further hereby TRANSFER, ASSIGN AND CONVEY to the said Wm. C.Church, Trustee, the receiver's or Trustee's Certificates authorized to be issued by the said H.M.Aubrey, Referee in Bankruptcy in said Estate, and so issued by the said M.Copperd as such Trustee of Receiver, aggregating the sum of Twenty five hundred (\$2500) dollars, which said certificates were transferred, assigned and sold to Eda K. Meyer by the said Coppard for the sum of Twenty-five hundred (\$2500) dollars cash and on which said certificates there is now due, as interest, the sum of Ninety three and 64/100 (\$93.64) dollars and which said certificates are also secured by that portion of the property remaining unsold, conveyed by Eda K. Meyer to the said Loeffler, et al. And I do further hereby TRANSFER ASSIGN AND CONVEY to the said Wm. C.Church, Trustee, the amount included in said claim so allowed of Two Thousand (\$2000) dollars as attorney's fees, the said Two thousand (\$2000) dollars however, paid by me to Boyle, Ezell and Grover; and also TRANSFER, ASSIGN AND CONVEY to the said Wm.C.Church, Trustee, the amounts included in said claim so allowed in favor of Eda K. Meyer in the sum of One hundred eighty one and 80/100 (\$181.80) dollars with interest, paid for taxes on said property, and the further sum of Fifteen (\$15) dollars Court costs; - it being my intention to assign all of the rights assigned to me in a transfer from Eda K. Meyer to myself, dated October 20, 1925 which is recorded in Volume 861, page 427, of the deed records of Bexar County, Texas.

TO HAVE AND TO HOLD the above described claim against the property of the said National Golf Association of Texas, said claim not being allowed as a general claim against said Association but only established as a secured claim to be satisfied out of the proceeds of the sale of the property of said Association, on which a lien was asserted; and TO HAVE AND TO HOLD the said vendor's lien notes upon which there is a balance due, as aforesaid, together with all and singular the contract

lien, vendor's lien and lien established in said bankruptcy proceedings, and all rights, equities and interest in said land which I have by virtue of being the assignee of the vendor in said deed from Eda K. Meyer to the said Loeffler, McGlynn and Dixon, and the holder of said vendor's Liennotes, and the holder and owner of said Trustee's or Receiver's Certificates in the principal sum of Twenty Five hundred (\$2500) dollars hereinbefore described and the interest due thereon and to become due. And I do hereby authorize the said Wm.C. Church, Trustee, to receive and collect any and all sums that may be due and payable to me as the owner of said claim against the property of said National Golf Association of Texas, of said vendor's lien notes, and of said Receiver's or Trustee's Certificates, and to execute all proper receipts, releases and acquittances that may be necessary in the premises in my name, as fully as I might or could do if personally acting in the premises; and hereby constitute and appoint and empower the said Wm. C. Church, Trustee, as my attorney in fact to execute the same in my name, and to take such action in said bankruptcy matter and proceedings, all at his own cost and expense, however, as may be necessary to collect the balance due on said claim, vendor's liennotes, attorneys fees, costs and interest, and the amount of principal and interest due on said Trustee's or Receiver's Certificates.

This transfer is made, however, without recourse on me in any event.

of February A.D. 1926.

WITNESS my hand this 13th day

J.H.Frost.

ACKNOWLEDGMENT:

STATE OF TEXAS (COUNTY OF BEXAR)

Before me, the undersigned authority, on this day personally appeared J.H.Frost, 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 13th day of February A.D. 1926.

(seal)

Robt. C. Smith Notary Public, Bexar County, Texas

M. COPPARD, TRUSTEE IN BANK-
RUPTCY OF EST. OF NATIONAL
GOLF ASS'N. OF TEXAS,

TO

Wm. C. CHURCH, TRUSTEE.

TRUSTEE'S DEED.
DATED FEBY 13th, 1926.
FILED FEBY 13th, 1926, at 11:37 AM
RECORDED IN THE DEED RECORDS OF
BEXAR COUNTY TEXAS VOL 864 P 35

FILE #149695.
\$56.00 rev. stamps cancelled.

WHEREAS, upon a voluntary petition in bankruptcy filed in the United States District Court for the Western District of Texas, San Antonio Division, the National Golf Association of Texas, a corporation theretofore duly incorporated under and by virtue of the laws of the State of Texas, was thereafter duly adjudged bankrupt, whereupon the administration of said Bankrupt Estate was duly referred to H.M. Aubrey, Esq., Referee of said Court in Bankruptcy, before whom such proceedings were thereafter had and in which the undersigned, M. Coppard, was duly appointed the Trustee of said Bankrupt Estate and effects, and thereupon duly qualified, and has been ever since acting as such Trustee; and -

WHEREAS, upon the petition of Eda K. Meyer, the holder of a lien upon the real estate of said Bankrupt Estate, said Court did, on the 30th, day of November, 1925, duly make an order authorizing and directing the undersigned, M. Coppard, as such Trustee, to sell, subject to the approval of the Court, that certain land and real estate hereinafter described, at public auction, free and clear of all liens except taxes; and -

WHEREAS, pursuant to said order of sale I proceeded to sell said real estate, hereinafter described, at public auction in the Court Room of said Referee - which is located at Room 413 Alamo National Bank Building, San Antonio, Texas, after notices of said sale had been sent to each of the creditors of said Estate and published in the Commercial Recorder, a daily newspaper published at San Antonio, Texas, once a week for three consecutive weeks prior to the day of said sale, - on the following dates, to-wit: January 6th, 13th and 20th, 1926; and -

WHEREAS, at the time and place so specified in said notices and advertisement, and in said order of Court, said sale was held on the 2nd day of February, 1926, between the hours of 10:00 o'clock A.M. and 4:00 o'clock P.M., and said real estate was sold, free and clear of all liens except taxes, to Wm. C. Church, Trustee, for the sum of \$56,000 that being the highest and best bid made therefor; and -

WHEREAS, said sale and bid was duly reported to the Court and by it approved and confirmed by an order duly made on the 2nd day of February, 1926, which is as follows, to-wit:

"IN THE DISTRICT COURT OF THE UNITED STATES
For the Western District of Texas,
SAN ANTONIO DIVISION.

IN THE MATTER OF
NATIONAL GOLF ASSOCIATION OF TEXAS,
Bankrupt.

NO. 1080.

On this the 2nd day of February, A. D. 1926, came on to be heard before H.M.Aubrey, Referee in Bankruptcy for the Western District of Texas, San Antonio Division, in the above entitled and numbered cause, the report of sale by M. Coppard, Trustee of the above named Bankrupt, made in conformity to an order entered herein on the 30th day of November, 1925, for the sale of

188.99 acres of land situated in Bexar County, Texas, cut of the original City Tract and the Guillerme Nunez Sur. No. 151 and being all that certain 363.99 acres of land sold by Eda K. Meyer to Emil Loeffler, et al, by deed dated July 30th, 1924, recorded in the Deed Records of Bexar County, Texas, in Volume 779, Pages 194-96, hereby referred to, and sold by Emil Loeffler, et al, to the National Golf Association of Texas by deed recorded in Volume 779, Pages 381-83 of the Deed Records of Bexar County, Texas, excepting from the foregoing only the West 175 acres sold by Martin Coppard, Trustee in Bankruptcy for the National Golf Association of Texas, Bankrupt, to the International Exposition of San Antonio, by deed recorded in Bexar County Deed Records, Volume 831, Page 380, et seq., hereby referred to; - which 188.99 acres of land are described by metes and bounds as follows, to-wit:

Beginning at a point on the north side of the St. Hedwig Road, which point is 2783.01 feet S. 89 deg. 47' W. from a fence corner at the intersection of the north side of the St. Hedwig Road and the east right of way line of the San Antonio Belt & Terminal Company, which intersection is the southwest corner of said original tract conveyed by Eda K. Meyer to Emil Loeffler, et al - which beginning point is also the southeast corner of the 175 acre tract conveyed by Martin Coppard, Trustee in this Estate, to the International Exposition of San Antonio, at which beginning point is a concrete monument; thence N. 0 deg. 13' W. 2787.63 feet to a stake on the north line of said original 363.99-acre tract, which stake is set under the fence and is, likewise, a concrete monument; thence N. 88 deg. 24' E. 1858.29 feet along the north fence line of this Survey to an angle point; thence continuing along said north fence line S. 81 deg 21' E. 2149 feet to a point on the west bank of the Salado creek for the northeast corner of this survey; thence down the west bank of the said Salado creek, with its meanders, as follows: S. 38 deg 51' W. 497 feet; S. 53 deg 20' W. 359 feet; S. 64 deg. 32' W. 523 feet; S. 28 deg. 10' W. 388 feet; S. 4 deg 11' E. 319 feet; S. 43 deg. 14' W. 231 feet; thence crossing said Salado creek N. 89 deg. 41' E. 139 feet to the northwest corner of the 154.5 acre tract of land sold to J. Albert Ackermann and wife, Frederica Ackermann, by deed dated February 3rd, 1919, recorded in volume 550, Pages 485-7 in the records of Bexar County, Texas said corner being on the east bank of the Salado creek; thence down the east bank of the Salado creek, with its meanders, as follows: S. 44 deg 43' W. 180.2 feet; S. 49 deg. 43' W. 200.3 feet; S. 56 deg 14' W. 105 feet; S. 69 deg. 14' W. 177 feet; S. 81 deg 47' W. 157.7 feet to a fence on the west line of the above mentioned 154.5 acre tract and the east line of this survey; thence along said division fence S. 0 deg 20' E. 560 feet to a fence corner on the north side of St. Hedwig road, said corner being the southwest corner of the above mentioned 154.5 acre tract and the southeast corner of this survey; thence along the fence on north side of the St. Hedwig road S. 83 deg 41' W. 486.0 feet to an angle point; thence continuing along fence S. 89 deg 35' W. 609 feet to a point agreed upon by the owners of this land and the County Commissioners; thence leaving fence line for the purpose of widening and

straightening said St. Hedwig road N. 62 deg. 45' W. at 100 feet the east bank of the Salado creek, at 170 feet the west bank of the Salado creek and at 317 feet another point in fence line on the north side of the St. Hedwig road, agreed upon by the owners of this land and the County Commissioners; thence along said fence line N. 88 deg 14' W. 404 feet to an angle point; thence continuing along fence S. 89 deg 47' W. 257.99 feet to the place of beginning; -containing 188.99 acres of land, more or less.

And it appearing to said Referee that notice of said sale had been mailed to each of the creditors of said Estate and that publication was made of said notice once a week for three consecutive weeks, in the Commercial Recorder, -a daily newspaper published at San Antonio, Bexar County, Texas, on the 6th, 13th and 20th days of January, 1926, and that said sale was at public auction and, there being no objections made thereto, said property was sold to Wm. C. Church, Trustee, for the sum of \$56,000 cash - that being the highest and best bid obtained therefor, and that said report should be, in all things, confirmed.

ALAMO ABSTRACT & TITLE CO.
IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED by the Referee in Bankruptcy that said Trustee's report be, and is hereby approved and confirmed; that said Trustee is hereby ordered and directed to convey said above described tract of lands, free of liens - except taxes, to Wm. C. Church, Trustee, for the total cash consideration of \$56,000, and to execute and deliver a good and sufficient warranty deed to said purchaser, to said above described tract of land, upon the payment to said M. Coppard, Trustee, by said purchaser, of the said sum of \$56,000, and said conveyance shall vest fee simple to said land and premises in the said Wm. C. Church, Trustee, free of all liens whatsoever, except taxes.

It is further ordered, adjudged and decreed by the Referee herein that said M. Coppard, Trustee, is authorized and directed to do and perform any and all further acts necessary to consummate said sale of said tract of land to the said Wm. C. Church, Trustee, in accordance with this order.

(Signed) H. M. Aubrey,
Referee in Bankruptcy in the District Court of the United States for the Western District of Texas, San Antonio Division."

NOW, THEREFORE, I, the undersigned, M. Coppard, Trustee in Bankruptcy of the Estate of the said National Golf Association of Texas, by virtue of the title and powers in me vested by the provisions of the Bankruptcy Act and by said Orders of Court authorizing and confirming said sale, and for and in consideration of the sum of \$56,000. to me in hand paid by the said Wm. C. Church, Trustee, the receipt of which is hereby acknowledged and confessed, do hereby BARGAIN, GRANT, SELL AND CONVEY unto the said Wm. C. Church, Trustee, his successors and assigns, free and clear of all liens except taxes, all of said tracts or parcels of land and real estate hereinabove described and set out in said order confirming said sale.

TO HAVE AND TO HOLD said land, together with all appurtenances thereunto belonging, unto the said Wm. C. Church, Trustee his successors or assigns, forever, free from all liens except taxes, as fully and completely as I, M. Coppard, the undersigned,

Trustee in Bankruptcy, by virtue of the powers and authority so vested in me might or could sell and convey the same.

IN WITNESS WHEREOF I, M. COPPARD,
as such Trustee, have hereunto set my hand this 13th day of February,
A.D. 1926.

M. Coppard, As Trustee of the
Estate of the National Golf
Association of Texas, Bankrupt.

STATE OF TEXAS
COUNTY OF BEXAR:

Before me, the undersigned au-
thority, on this day personally appeared M. Coppard, Trustee of the
Estate of the National Golf Association of Texas, Bankrupt, of Bexar
County, Texas, whose name is subscribed to the foregoing instrument,
and acknowledged to me that he executed the same for the purposes and
consideration therein expressed and in the capacity therein stated.

Given under my hand and seal of
office this 13th day of February, A. D. 1926.

(S E A L)

M. E. Buckley, Notary Public,
Bexar County, Texas.

SAN ANTONIO

WILLIAM C. CHURCH, AS TRUSTEE
 TO
 GEORGE G. MURRAY, TRUSTEE
 J.E. JARRATT MORTG. CO., C.O.T.

FIRST DEED OF TRUST
 DATED FEBRUARY 13, 1926
 FILED FEBRUARY 13, 1926, AT 11:36 AM
 RECORDED IN DEED OF TRUST RECORDS
 BEXAR COUNTY, TEXAS, VOL. 867 PG 419
 FILE #149693.

CONVEYS IN TRUST:

All of the following real estate situated in the County of Bexar, in the State of Texas, to-wit:

188.99 acres of land situated in Bexar County, Texas, out of the original City Tract and the Guillermo Nunez Survey No. 151, and being all that certain 363.99 acres of land sold by Eda K. Meyer to Emil Loeffler, et al by deed dated July 30, 1924, recorded in the deed records of Bexar County, Texas, in Volume 779, pages 194-96 hereby referred to, and sold by said Emil Loeffler et al to the National Golf Association of Texas, by deed recorded in Volume 779, pages 381-83 of the Deed Records of Bexar County, Texas, excepting from the foregoing only the West 175 acres sold by Martin Coppard, Trustee in Bankruptcy for the National Golf Association of Texas, Bankrupt, to the International Exposition of San Antonio, by deed recorded in Bexar County Deed Records, Volume 831 page 380, et seq hereby referred to; which 188.99 acres of land are described by metes and bounds as follows, to-wit:

BEGINNING, at a point on the North side of the St. Hedwig Road which point is 2783.01 feet S. 89 deg 47' W. from a fence corner at the intersection of the N. side of the St. Hedwig road and the East right of way line of the San Antonio Belt & Terminal Company which intersection is the S.W. corner of said original tract conveyed by Eda K. Meyer to Emil Loeffler, et al, which beginning point is also the S.E. Corner of the 175 acre tract conveyed by Martin Coppard, Trustee, in this estate, to the International Exposition of San Antonio, at which beginning point, is a concrete monument; thence N. 0 deg. 13' W. 2787.63 feet to a stake on the North line of said original 363.99 acre tract, which stake is set under the fence and is, likewise, a concret monument; thence N. 88 deg. 24' E. 1858.29 feet along the North fence line of this survey to an angle point; thence continuing along said North fence line S. 81 deg 21' 2149 feet to a point on the West bank of the Salado Creek for the Northeast corner of this survey; thence down the West bank of the said Salado Creek, with its meanders as follows: S. 38 deg. 51' W. 497 feet; S. 53 deg 20' W. 359 feet; S. 64 deg 32' W. 523 feet; S. 28 deg 10' W. 388 feet; S. 4 deg 11' E. 319 feet; S. 43 deg 14' W. 231 feet; Thence crossing said Salado Creek N. 89 deg 41' E. 139 feet to the N.W. Corner of the 154.5 acre tract of land sold to J. Albert Ackermann and wife, Frederica Ackermann, by deed dated February 3, 1919, recorded in Volume 550, pages 485.7 in the Records of Bexar County;

(CONTINUED)

Texas, said corner being on the East bank of the Salado Creek; thence down the East Bank of the Salado Creek with its meanders as follows: S. 44 degrees 43' W. 180.2 feet; S. 49 degrees 43' W. 200.3 feet; S. 56 degrees 14' W. 105 feet S. 69 degrees 14' W. 177 feet; S. 81 degrees 47' W. 157.7 feet to a fence on the West line of the above mentioned 154.5 acre tract and the East line of this survey; thence along said division fence S. 0 deg. 20' E. 560 feet to a fence corner on the North side of St. Hedwig road, said corner being the southwest corner of the above mentioned 154.5 acres tract and the southeast corner of this survey; Thence along the fence on the North side of the St. Hedwig road S. 83 deg 41' W. 486.0 feet to an angle point; thence continuing along fence S. 89 degrees 35' W. 609 feet to a point agreed upon by the owners of this land and the County Commissioners; Thence leaving fence line for the purpose of widening and straightening said St. Hedwig road N. 62 degrees 45' W. at 100 feet the East bank of the Salado creek, at 170 feet to the West Bank of the Salado Creek and at 317 feet another point in fence line on the North side of the St. Hedwig Road agreed upon by the owners of this land and the County Commissioner; Thence along said fence line N. 88 degrees 14' W. 404 feet to an angle point; thence continuing along fence S. 89 deg 47' W. 257.99 feet to the place of beginning, containing 188.99 acres of land, more or less.

TO have and to hold, etc.

Warrant and forever defend, etc., generally.

CONSIDERATION:

Of the sum of \$10.00 paid.

In trust for the better securing of the payment of a certain indebtedness for the sum of \$50,000 as evidenced by 6 certain principal promissory notes, executed by William C. Church, Trustee and payable to J.E. Jarratt Mortgage Company, in amounts and maturing as follows:

Note No. 1, for the sum of \$5,000.00 due March 1, 1928
 Note No. 2, for the sum of \$5,000.00 due March 1, 1929
 Note No. 3, for the sum of \$5,000.00 due March 1, 1930
 Note No. 4, for the sum of \$5,000.00 due March 1, 1931
 Note No. 5, for the sum of \$5,000.00 due March 1, 1932
 Note No. 6, for the sum of \$25,000.00 due March 1, 1933.

(CONTINUED)

And which are each entitled FIRST MORTGAGE PRINCIPAL NOTE, and which are given for the principal of the money this day borrowed by the said William C. Church, Trustee from the beneficiary the interest on said principal prior to the maturity thereof being represented by 14 certain interest notes, each of which is entitled FIRST MORTGAGE INTEREST NOTE and one of which matures semi-annually until the last maturity date of the principal aforesaid and all said notes, both principal and interest are of even date herewith and are executed contemporaneously with the execution of this instrument, are payable to the beneficiary, and each of said notes, both principal and interest provides for interest at the rate of 10% per annum, Provides for 10% attys fees.

Now, therefore if all of the promissory notes hereinabove described are well and truly paid both principal and interest and attorney's fees, if any, as they become due and payable, according to the tenor and effect thereof, and if all of the covenants herein contained are all faithfully kept and performed by the grantors and if all sums, if any, advanced hereunder by the Beneficiary are well and truly repaid to him by the grantors, with interest as aforesaid, then and in that case only these presents shall become null and void and shall be released by the beneficiary at the cost of the grantors, otherwise they shall continue in full force and effect.

Grantors agrees to pay said notes promptly, to keep the above described property in good state of repair; and to insure the building against loss by fire in the amount of \$ _____ and against loss by tornado, hail or wind-storm in the amount of \$ _____. To pay all taxes, etc. Further recites that said property is not homestead of said grantor but that _____ has advanced money for the purpose of extending indebtedness secured by valid and existing liens upon the property hereby conveyed, with the express agreement that he would be subrogated to such liens and that all such liens should be carried forward. Provides for default clause. And provides that in case of failure to pay said note or any part thereof, or fail to keep any of the conditions and covenants herein stated, then the trustee shall have the right to sell said land at public auction, after first giving notice of the time, place and terms of such sale as required by law. The above described property may be sold by the trustee as a whole or in such lots or parcels as he may deem best etc.

Provides for the appointment of substitute trustee. Further provides for extensions, etc. And that this instrument shall continue as a first lien on all said property until all sums with interest and charges hereby secured are fully paid.

The full sum of \$50,000 secured to be paid by this deed of trust was advanced by J.E. Jarratt Mortgage Company at the especial instance and request of William C. Church, Trustee, and his costis que trustent, to Martin Coppard, Trustee in Bankruptcy, of the National Golf Association, a corporation, bankrupt, as a part of the purchase price from the said Martin Coppard, Trustee, of the property hereinabove conveyed; and the sums of money advanced for such purchase are secured to be paid in addition to this deed of trust, by a first and prior vendor's lien which lien shall be continuously brought forward to secure the payment of said obligation of \$50,000 together with all re-arrangement or

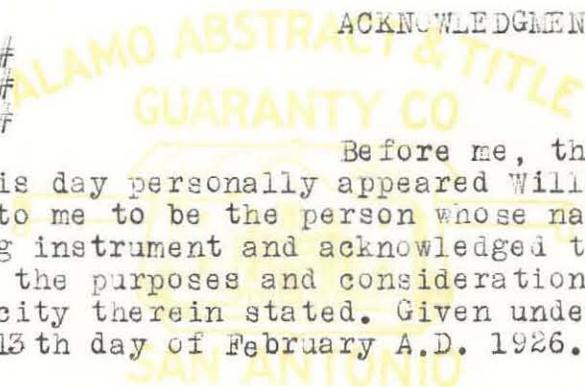
extensions of said amount as may be from time to time made by the Beneficiary in this Deed of Trust or other owner or holder of said obligation or any part thereof; and said Beneficiary in addition to said vendor's lien shall be subrogated to all and singular the liens, or rights, titles or interests in said property which may or might have been held or owned by any person or persons whose liens or rights may be retired through the bankruptcy court by reason of the payment to them of said sum of \$50,000, or any part thereof; none of the liens created or retained to secure said obligation of \$50,000 shall be held to conflict one with the other, but each shall be held to be supplementary to and in aid of the other liens retained.

WILLIAM C. CHURCH, as Trustee.

ACKNOWLEDGMENT:

STATE OF TEXAS #

COUNTY OF BEXAR #



Before me, the undersigned authority on this day personally appeared William C. Church, Trustee 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, and in the capacity therein stated. Given under my hand and seal of office this 13th day of February A.D. 1926.

(seal)

Frost Woodhull Notary Public,
Bexar County, Texas.

ALAMO ABSTRACT & TITLE GUARANTY COMPANY

CERTIFICATE

We hereby certify that the foregoing pages, numbered from /
to *12*, inclusive, comprise a complete abstract of all instru-
ments of writing contained in the public records named below of Bexar
County, Texas, affecting the title to the real estate described on
page *5* hereof, since the 5th. day of February, A.D. 1926, at 8:00
a.m.

ALAMO ABSTRACT & TITLE
GUARANTY CO

Our search covers the County Clerk's Office, the Probate Court,
the District Courts, except tax suits, and the United States Courts
within said County; also Federal Tax liens filed in the County Clerk's
Office. It does not cover any other records, nor is it intended to
cover tax statements nor will this Company be held responsible for
any taxes due or to become due to the City, Town, County, State,
Special Tax or Improvement District, or the United States on the
property described above.

Witness our signature and corporate seal, at office in San
Antonio, Texas, this, *13th.* day of February-----, A.D. 1926
11:36
at ~~XXXX~~ a.m.

ALAMO ABSTRACT & TITLE GUARANTY CO.

By *Edw. G. Wood* Manager
P. M. D.

Abstract No. *60251*.....

Approved

By *Frost Woodhull*