
HISTORIC LANDMARK ZONING PETITION
FINAL APPLICATION
CITY OF DENTON, TEXAS

SITE ADDRESS: 815

North Locust

LEGAL DESCRIPTION (LOT AND BLOCK
OR METES AND BOUNDS - ATTACH
EXHIBIT "A" IF NECESSARY):

SEE Exhibit

"A"

PRESENT USE: Bed & Breakfast

ZONING: Commercial



(Also complete Exhibit "B")

NAME OF
OWNER(S)

ADDRESS

TELEPHONE
NUMBER

John + Donna Morris

815 N Locust St.

565 6414

EXHIBIT "A"

LEGAL DESCRIPTION

EXHIBIT "A"

All that certain lot or parcel of land being part of BLOCK 2, FERGUSON ADDITION, an Addition to the City of Denton, Texas, plat of which is recorded in Volume 64, Page 274, Deed Records, Denton County, Texas, located at 815 N. Locust Street, being the same lot described in a deed from Mrs. A.E. Wilkerson, et vir to Miss Myrtle Brownlow on November 23, 1912, and recorded in Volume 127, Page 33, Deed Records, Denton County, Texas, and being more particularly described as follows:

BEGINNING at the Northeast corner of Samuel Gary lot as described in a deed recorded in Volume 105, Page 428, Deed Records, Denton County, Texas on the West line of North Locust Street;

THENCE North $89^{\circ} 50'$ West, 189.0 feet to a steel pin;

THENCE North with a pipe rail fence 60.0 feet to a steel pin;

THENCE South $89^{\circ} 50'$ F. 189.0 feet to a nail set in an asphalt drive on the West line of North Locust Street;

THENCE South 60.0 feet to the PLACE OF BEGINNING.

EXHIBIT "B"

CHAIN OF TITLE

Instructions: List Ownership title from the present to original owner

- 1) List the information beginning with most recent
- 2) Attach copies of each instrument

NAMES OF OWNERS	Type of Instrument Date Warranty Deed	Volume/ Page No	Book- Deed Records Real Prop Record
John & Donna Morris	11-30-1991	Vol 127 p33	Deed Records
Kelly M & Florence Brownlow	6-15-1979	Vol 959 p112	Deed Records
Kelly M & Florence Brownlow Jerry D & Judy Brownlow	9-15-75	Vol 402 p952	Deed Records
Jerry D Brownlow Kelly M Brownlow	9-12-1975	Vol 758 p106	Deed Records
Jerry M Brownlow Kelly M Brownlow Hazel B Raines	Last Will of Myrtle Brownlow 9-23-1955	Vol 72 p 412	Probate Index Docket
Myrtle Brownlow	11-23-1912	Vol 127 p 33	Deed Record
AE & CJ Wilkirson	5-10-1910 Recorded 6-13-1911	Vol 120 p 141	Deed Record
AE & JM Hoard	11-8-1902	Vol 80 p 258	Deed Record
HC, WB, & Bismark Ferguson	10-9-1889	Vol 64 p 274	Deed records
A R Dickson			

The State of Texas
County of Denton

I know all men by their presents
That Mr. H. C. Ferguson of Denton County Texas; Benjamin
Lincoln residing in Galveston, County Texas and Mr. Ferguson
of the County of Ellis in the State of aforesaid for and in the
consideration of the sum of Four thousand two hundred
(\$4200⁰⁰) Dollars to me paid and secured to be paid by
Mrs. A. C. Board wife of J. M. Board out of her separate funds
as follows: One Thousand Dollars Cash and one note for
\$1250⁰⁰ payable to the order of H. C. Ferguson thirty
days after date hereof with eight per cent for interest and
one note payable to the order of H. C. Ferguson one year
after date hereof for \$1250⁰⁰ with ten per cent interest
and assuming the balance due on an incumberance on
the property hereinafter described payable to the Standard
Savings and Loan Company which the grantee herein
assumes and agrees to pay estimated to be about \$700⁰⁰
have Granted, Sold and Conveyed, and by their presents Grant
Sell and Convey unto the said Mrs. A. C. Board and to her
separate use of the County of Denton State of Texas
all that certain tract of land situated in the City of Denton
and being a part of B. B. B & C. R. T. Company survey
Patented to J. R. Henry assignee and being a part of
that portion of said survey which was conveyed to H. C.
Ferguson by A. R. Dickson the same being all of Block 10
of Ferguson addition to the city of Denton as shown by the
map thereof which is of record in the deed records of Denton
County the same is described by metes and bounds as follows
Beginning on the west line of Locust street at the junction
with Ferguson street at an iron pin driven in the ground
at the corner of the premises hereinafter described
West with the south line of Ferguson street with the
wall of the house situated on the premises being conveyed
the east line of Elm street 34 feet in more part
Thence South with the east line of Elm street to
to the junction of A. Under street with the line of
being South line of the portion of the street
to H. C. Ferguson by A. R. Dickson the same being
line 34 feet to the corner in the ground in the
street same being the corner of the premises
said premises three walls of the house

Locust
Ferguson
Elm
A. Under
Denton
County
Texas
Standard
Savings
and
Loan
Company
H. C. Ferguson
A. R. Dickson
J. R. Henry
J. M. Board
Mrs. A. C. Board
Benjamin
Lincoln

Locust Street, the same being the line of the fence now standing
on said premises three hundred to the place of beginning and
I coming by this deed to the grantee the right to the exclusive use
of all the street and alleys in Ferguson addition for water mains and
pipes subject to the limitations and restrictions only as they are
stated by the deed of H. C. Ferguson James M. Snydler - W. B. Ferguson
and B. Ferguson to H. T. Scherer and references is hereby made to
none of said deed for same

To have and to hold the above described premises, together with all
and singular the rights and appurtenances thereto in anywise belonging
unto the said Mrs. A. C. Hoard and to her sole and separate use
and to her heirs and assigns forever and we do hereby bind
ourselves and our heirs and executors and administrators to warrant
and forever defend, all and singular the said premises unto
the said Mrs. A. C. Hoard and to her sole and separate use and to her
heirs and assigns against every person whomsoever lawfully
claiming or to claim the same or any part thereof. But it
is expressly agreed and stipulated that the Vendor Lien is retained
against the above described property, premises and improvements
until the above described note, and all interest thereon are fully
paid according to their face and true effect and reading, when this
deed shall become absolute.

Witness our hands at Denton Texas this 8th day of November
A.D. 1902

The lines eighteenth to 24 from top of this page was written over drawn
line before executed of this deed. H. C. Ferguson
W. B. Ferguson
Bismark Ferguson

By H. C. Ferguson agent and attorney in fact

The State of Texas
County of Denton
Before me W. L. M. Cormack a notary public
duly commissioned and qualified in and for Denton County Texas
on this day personally appeared H. C. Ferguson for himself and attorney

all that certain lot, tract or parcel of land situated in Denton, Denton County, Texas, and described as follows: An undivided one fifth interest, being the interest of said minor, and being a part of three fourths of an acre of land conveyed to W.E. Fry and wife, Mammie B. Fry, by D.H. Fry, and wife, Ella Fry, by deed dated January ---, 1902, and recorded in Vol. 85, page 305 Denton County deed records, and beginning at the northeast corner of a lot 50 feet north and south by 326 feet east and west, also described in said last named deed; thence north with the west line of Oakland Avenue 100 feet for corner; thence west 271 feet to the northeast corner of a lot conveyed to John Parish by W.E. Fry and his wife, Mammie B. Fry; thence south 100 feet with the east line of said Parish lot to the north line of the said lot conveyed to said W.E. Fry and wife by D.H. Fry and wife; thence east with the line of said last mentioned lot 271 feet to the place of beginning.

To Have and to Hold the above described rights and appurtenances thereto in anywise and assigns forever.

Witness my hand this 4th day of May, A

all of Blk 2

THE STATE OF TEXAS |
 COUNTY OF DENTON | BEFORE ME, J.W.S. |
 on this day personally appeared William |
 the estate of Clyde Henry Fry, a minor |
 described to the foregoing instrument as |
 purposes and consideration therein expressed. |

WES

the

Witness my hand and official seal this 29th day of May,

J.W. Sullivan, Notary Public in and for Denton County, Texas.

(SEAL)

Filed for record at 2:50 o'clock P.M., Jun. 12, 1911.

Oscar T. Dutton, Clerk Co. Court, Denton County, Texas.

THE STATE OF OKLAHOMA |
 COUNTY OF CARTER | WHEREAS, by deed dated May 10, 1910, A.E. Heard joined by her husband
 W.M. Heard, then of Denton County, Texas, conveyed to A.E. Wilkerson wife of C.J. Wilkerson,
 all that certain ^{lot} tract or parcel of land situated in the city of Denton, Denton County, Texas
 and being a part of the B.E.E. & C. R.R. Co. survey patented to John R. Henry, assignee and
 being all of Block Two in what is known as Ferguson's Addition to said city of Denton and
 more particularly described as follows:

Beginning on the west line of Locust Street in said city of Denton at its junction
 with Ferguson Street at an iron pin driven in the ground; thence west with the south line
 of Ferguson Street and with the north wall of a barn situated on said lot 342 feet to the

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6/12/11 120/14

east line of Elm Street in said city of Denton; an iron pin for corner space south with the east line of said Elm Street 300 feet to the junction of Davidson Street with Elm Street the same being the south line of a lot or parcel of land conveyed to E. C. Ferguson by A. R. Dickson; thence east with said line 342 feet to corner in west line of Locust Street; thence north with the west line of Locust Street 300 feet to the place of beginning and being the same land conveyed to the said Mrs. A. E. Heard by E. C. Ferguson, W. E. Ferguson and Bismarck Ferguson by deed dated November 8, 1902, and of record in Vol. 80, page 233 Denton County deed records, to which reference is here made; and,

Whereas, in part payment for said land, the said A. E. Wilkison joined by her husband C. J. Wilkison, executed and delivered to the said A. E. Heard four certain vendor's lien notes dated May 10, 1910, each for the sum of Three Hundred Dollars and due and payable at Denton, Texas, respectively on or before January 1, 1911, 1912, 1913 and 1914, bearing interest at the rate of eight per centum per annum, from date until paid, interest payable annually and containing the usual default and ten per cent attorney fee clauses and secured by a vendor's lien on the herein above described property; and,

Whereas, the said deed executed as aforesaid was never recorded in the County Clerk's office of Denton County, Texas, and the same has been lost or destroyed and no certified copy thereof can be obtained and it is mutually desired by the parties intended that a substitute deed shall be executed and delivered in lieu of and to have the same force and effect as said former deed; Therefore, Know all men by these presents: That I, A. E. Heard, joined by my husband J. E. Heard, now residing in the County of Carter and State of Oklahoma, for and in consideration of the payment heretofore made by the said A. E. Wilkison, the receipt of which is hereby fully acknowledged, and in consideration of the said payments to be made as secured by the vendor's lien notes herein above described, and for the purpose of making a substitute deed that shall in all respects have the same force and effect as said original deed, lost or destroyed as aforesaid, I do hereby grant, sell and convey, and by these presents do grant, sell and convey unto the said A. E. Wilkison, of the County of Denton, State of Texas, all that certain lot, tract or parcel of land situated in the city and County of Denton, Texas, and being known and designated as Block No. Two of Ferguson's Addition to said city of Denton and more particularly described above herein.

To Have and to Hold the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said A. E. Wilkison, her heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators to warrant and forever defend, all and singular the said premises unto the said A. E. Wilkison, her heirs and assigns, against every person whatsoever lawfully claiming or to claim the same, or any part thereof.

But it is expressly agreed and stipulated that the vendor's lien is retained in said original deed to secure the payment of the notes herein above described shall be and the same is continued in force against the said lot above described and improvements thereon until all of the above notes and all interest thereon are fully paid according to their face and tenor, effect and reading when this deed shall become absolute; and the said A. E. Wilkison and her husband, C. J. Wilkison, by acceptance of this deed each hereby acknowledged the existence of said vendor's lien as aforesaid and that the same is continued in force as

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originally secured against the above described lot and premises until the same shall be fully paid off according to their terms.

Witness our hands this the 10th day of June, A.D. 1911.

A. E. Beard. J. M. Beard.

THE STATE OF OKLAHOMA |

COUNTY OF CARTER | BEFORE ME, E.V. Tyler, a Notary Public in and for Carter County, Oklahoma, on this day personally appeared J.M. Beard and his wife, A.E. Beard, both of whom are known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the said A.E. Beard, wife of the said J.M. Beard, having been examined by me privily and apart from her husband and having the same fully explained to her, she the said A.E. Beard declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office this the 10th day of June, A.D. 1911.

(SEAL)

E.V. Tyler, Notary Public in and for Carter County, Oklahoma.

My commission expires 10/10/1914.

Filed for record at 3:40 o'clock P.M. Jun. 13, 1911.

Oscar T. Batten, Clerk Co. Court, Denton County, Texas.

STATE OF TEXAS |

COUNTY OF DENTON | WHEREAS, Randolph F. Duggan and Tabitha L. Duggan, his wife, both of Denton, Denton County, Texas, did convey by trust deed dated the first (1st) day of September, 1906, for the benefit of the National Loan & Investment Company of Detroit, Michigan, certain premises in the city of Denton, Denton County, Texas, as will appear by the records of said Trust Deed in Volume 32, of the mortgage or trust deed records on Page 535, in the County Clerk's office for said County of Denton, and

Whereas, the indebtedness represented by said trust deed has been sold to W.H. Cowan, of Denton, Denton County, Texas,

Now Therefore, for and in consideration of the sum of Five Hundred Fifty & 6/100ths (\$550.06) Dollars to it in hand paid, the said National Loan & Investment Company does hereby sell, assign, transfer and set over to the said W.H. Cowan, all its right, title and interest in and to said trust deed, and the indebtedness represented thereby and the bond described therein. This assignment is made, however, without recourse on said company for any reason whatsoever and without guaranty or warranty of any kind.

This assignment to take the place of one executed on the 7th day of February, 1911, which was never recorded.

In witness whereof, The National Loan and Investment Company, of Detroit Michigan, has caused its corporate seal to be affixed hereto, and these presents to be signed by its president and countersigned by its Secretary, in accordance with the by-laws, this 13th day of June, A.D. one thousand nine hundred and eleven.

Joseph S. Standart, President.

Countersigned: Lincoln E. Maloney, Secretary.

Vertical handwritten note: 15-11

Handwritten initials: ST

TO

The State of Texas
County of Denton

Know All Men By These Presents:

THAT Mrs Mrs A. E. Wilkerson joined by her husband G. J. Wilkerson

of the County of Denton and State of Texas for and in consideration of the sum of Six hundred and fifty DOLLARS, in hand paid by Miss Myrtle Brownlow the receipt of which is hereby acknowledged

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY, unto the said Miss Myrtle Brownlow

State of Texas all that certain lot tract or parcel of land situated in the City of Denton Denton County Texas and being a part of 13138 & 6 P.P. 1st Survey and be part of Block two Ferguson addition to the City of Denton Texas and more fully described as follows Beginning at the N. E. corner of a lot sold Sam Perry and recorded in Book 108 Page 423 deed records of Denton County Texas thence North our West 60 feet line of North Front Street 60 feet for corner thence West 160 feet for corner thence South 160 feet to the place of beginning also the purchaser is to have the right of a passway West of the West end of said block lot such passway or alley to be of sufficient width to admit of the passage of a wagon the right of passway is to apply to the West end of this lot conveyance same as the 1/2 acre lot and shall not be construed only as an easement which by mutual consent may be deep closed up

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Miss Myrtle Brownlow and heirs and assigns forever. And we do hereby bind ourselves and our heirs, executors, and administrators to WARRANT AND FOREVER DEFEND, all and singular the premises unto the said

Miss Myrtle Brownlow and her heirs and assigns against every person whosoever lawfully claiming or to claim the same or any part thereof. A. D. 1912

WITNESS our hand at Denton this 23 day of November A. D. 1912
Signed, Sealed and Delivered in Presence of Mrs. A. E. Wilkerson G. J. Wilkerson

The State of Texas County of Denton Before Me, H. W. Chandler a Notary Public in and for Denton County, Texas, on this day personally appeared G. J. Wilkerson

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. A. D. 1912

Given under my hand and seal of office, this 23 day of November H. W. Chandler a Notary Public Denton County Texas

The State of Texas County of Denton Before Me, H. W. Chandler a Notary Public in and for Denton County, Texas, on this day personally appeared Mrs A. E. Wilkerson wife of G. J. Wilkerson

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for purposes and consideration therein expressed. And she said having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said A. E. Wilkerson acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this 23 day of November H. W. Chandler a Notary Public Denton County Texas

Filed for record the 5 day of Feb 1913 at 9 o'clock and Myrta M. Recorded Mch 4 1913 Oscar F. Butcher County Clerk

PROBATE INDEX DOCKET

COUNTY COURT
DEPT. COURT

C. J. Wilkinson, Decd.
Dorinda Wilkinson, Administrator

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of the estate of Leona Frances Bennett, et al, minors, and upon oath says that the foregoing is a true correct and complete statement of the matters to which it relates.

W.C. ORR,
Guardian,

Sworn to and subscribed before me, this the 20th, day of December, A.D. 1929.

Geo. N. Hopkins,

Notary Public, Denton County, Texas.

(seal)

ENDORSED: NO. 2102, GUARDIAN'S THIRD ANNUAL ACCOUNT.

FILED: DEC. 20, 1929. JACK CHRISTAL, CLERK CO. COURT, DENTON CO., TEXAS, BY R. EARL ROSS, DEPUTY.

NO. 2102.

Estate of Leona Frances Bennett, et al, minors.

W.C. ORR, GUARDIAN.

DECEMBER, 26th, A.D. 1929.

This day came on to be heard the Annual Account of W.C. Orr, Guardian, in the above entitled and numbered cause, and the Court having carefully examined, checked, and audited said account and being of the opinion that same is in all things correct showing the true condition of said estate and that same should be in all things approved. It is hereby ordered, adjudged and decreed by the Court that said account be and the same is hereby in all things approved and together with this decree of approval ordered of record in the probate minutes of Denton County, Texas.

Walter A. Koons,

County Judge, Denton County, Texas.

ENDORSED: NO. 2102, DECREE APPROVING ANNUAL ACCOUNT OF W.C. ORR, GUARDIAN.

NO. 2230.

THE STATE OF TEXAS,

COUNTY OF DENTON.

IN SOLEMN COURT,

DENTON COUNTY, TEXAS.

To the Honorable County Court of Denton County, Texas.

Your petitioner, Annie E. Wilkerson, who resides in Denton County Texas, respectfully represents that her husband, C.J. Wilkerson, died intestate in Denton County, Texas, on the 18th day of December, 1928, and that he left an estate consisting of an interest in land in said County of Denton, of the estimated value of twenty five hundred Dollars.

That the said land is encumbered and the said C.J. Wilkerson, was indebted at the time of his death and that his necessity exists for administration upon his estate.

That your petitioner is the surviving wife of the said C.J. Wilkerson, Deceased, and is not disqualified by law to act as administratrix.

Wherefore she prays that notice of this application be given as the law provides and that upon the hearing hereof she be appointed administratrix of said estate and for such further orders as may be proper in the premises.

Annie E. Wilkerson, Petitioner,
By O'Quley & O'Quley,

Attorneys.

ENDORSED: NO. 2830, APPLICATION FOR LETTERS OF ADMINISTRATION.
FILED: NOV. 29, 1929, JACK CHRISTAL, CLERK CO. COURT, DENTON CO., TEXAS, BY R. ERL ROSS, DEPUTY.

NO. 2830.

THE STATE OF TEXAS

TO THE SHERIFF OR ANY CONSTABLE OF DENTON COUNTY, GREETING:

You are Hereby Commanded to cause to be posted for ten days, exclusive of the day of posting, before the return day hereof, in three of the most public places in Denton County, one of which shall be at the Court House door, and no two of which shall be in the same city or town, copies of the following notice;

THE STATE OF TEXAS,

To all persons interested in the estate of C.J. Wilkerson, Deceased, Annie E. Wilkerson, has filed in the County Court of Denton County, an application for Letters of Administration upon the estate of said C.J. Wilkerson, Deceased,

Wherefore she prays that notice of this application be given as the law provided and that upon the hearing hereof she be appointed administratrix of said estate and for such further orders as may be proper in the premises. which will be heard by said Court on the third Monday in December, A.D. 1929, the same being the 16th, day of December, A.D. 1929, at the Court House thereof, in Denton, Denton County, Texas, at which time all persons interested in said estate may appear and contest said application, should they desire to do so.

Herein Fail Not, but have you this writ before the said court at the time aforesaid, with your return thereon, showing how you have executed the same.

Given under my hand and the seal of said Court, at office in Denton, Denton County, Texas, this the 29th, day of November, A.D. 1929.

Jack Christal,
Clerk County Court Denton County, Texas,
By R. Erl Ross, Deputy.

(seal)

SHERIFF'S RETURN.

Came to hand on the 29th, day of November, A.D. 1929, at --- O'clock ---M. and executed on the 29th, day of November, A.D. 1929, by posting copies of the within citation for ten days, exclusive of the day of posting, before the first day of the term of the Court to which this citation is returnable, at three of the most public places in Denton County, Texas, one of which was at the Court House door of said County, one at Aubrey, and one at Pilot Point, no two of which places are in the same City or town.

FEES: Posting Citations, \$2.00
Mileage--miles, \$2.00
Total, \$4.00
Teg Lewis,
Sheriff Denton County, Texas.
By W. O. Davis, Deputy.

ENDORSED: NO. 2830. CITATION ON APPLICATION FOR LETTERS OF ADMINISTRATION.
ISSUED NOV 29, 1929, JACK CHRISTAL, CLERK, BY R. ERL ROSS, DEPUTY.
RETURNED AND FILED THE 29th, day of November, A.D. 1929. JACK CHRISTAL, COUNTY CLERK,
BY R. ERL ROSS, DEPUTY.

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NO. 2830.

ORDER GRANTING ADMINISTRATION.

No. 2830,

ESTATE OF C.J. WILKINSON, DECEASED,

COUNTY OF DENTON, TEXAS,

IN COUNTY COURT OF DENTON COUNTY, TEXAS.

Sitting for Probate Business, October Term, A.T. 1929.

On this the 19th, day of December, A.D. 1929, came on to be heard the application of Annie E. Wilkerson, for letters of administration upon the estate of C.J. Wilkerson, deceased, and it appearing to the court that the said C.J. Wilkerson, is dead; that four years have not elapsed since his decease prior to the date of filing said application; that due notice and service of citation herein has been made as required by law; that this court has jurisdiction of said estate; that there is a necessity for administration upon said estate, and that the said Annie E. Wilkerson, is entitled to letters by law and is not disqualified, therefore it is ordered by the court that administration be granted upon the estate of the said C.J. Wilkerson, deceased, and that the said Annie E. Wilkerson, receive letters of administration thereon, upon his taking the oath required by law and giving bond in the sum of Fifteen Hundred & no/100 dollars; and when the said Annie E. Wilkerson, shall have qualified according to law the clerk of this court will issue letters in accordance with this order; It is further ordered that W.C. Orr, W.E. Smoot, and J.A. Lofton, be and they are hereby appointed appraisers to appraise said estate.

Walter A. Koons,

County Judge Denton County, Texas.

ENDORSED: NO. 2830, ESTATE OF C.J. WILKINSON, DECEASED, APPOINTMENT OF ANNIE E. WILKINSON, ADMOR, ISSUED DECEMBER, 19th, A.D. 1929, TO ANNIE E. WILKINSON.

NO. 2011

ESTATE OF OLEDA M. HERBERT, ET AL, MINORS.

R.F. HERBERT, GUARDIAN.

IN THE COUNTY COURT OF DENTON COUNTY, TEXAS, OCTOBER TERM, A.D. 1929.

TO THE HONORABLE COUNTY COURT OF DENTON COUNTY, TEXAS:

Now comes R.F. Herbert, Guardian of the estate of Olede M. Herbert, Haskell Herbert, Donald Herbert, and Jessie Herbert, Minors, and files this his seventh annual account showing the condition of the estate of said minors, and his action as guardian, since the filing of his sixth annual account on the 19th, day of December, A.D. 1928, as follows;

1.

Guardian reports that no additional property has been received and there have been no changes in property since his last report.

2.

Guardian reports that since the filing of his last report he has received the following sums of money belonging to wards;

December, 16th, 1929, J.T. Page, interest, - - - - -	\$30.00
December, 16th, 1929, B.F. Beaty, interest, - - - - -	5.00
Total,	\$35.00

3.

Guardian reports that he has paid out since his last report the following sums of money for said estate;

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No. 2836

ESTATE OF J.C.MAYO,
DEC'D.,

IN COUNTY COURT,
DENTON COUNTY, TEXAS.

DECEMBER, 30th, 1929.

On this day came on to be considered by the court the inventory and appraisement and list of claims in the estate of J.C.Mayo, deceased.

It appearing to the court that the said inventory and appraisement is in compliance with law and should be approved.

It is therefore ordered, adjudged and decreed by the court that the said inventory and appraisement and list of claims of the estate of J.C.Mayo, deceased, be and the same is hereby in all things approved and ordered of record.

Walter A. Koons,
Judge, County Court Denton County, Texas.

ENDORSED: NO. 2836. ORDER APPROVING INVENTORY AND APPRAISEMENT.

NO. 2836.

THE STATE OF TEXAS,
COUNTY OF DENTON.

IN THE COUNTY COURT,
OCTOBER TERM, A.D. 1929.

O A T H

I do solemnly swear that the writing which has been offered for probate is the last will of J.C.Mayo, so far as I know or believe, and that I will well and truly perform all the duties of executor of said will, of the estate of said J.C.Mayo,

Lera Lillian Sanchez,

Sworn to and subscribed before me, the 30th, day of December, A.D. 1929.

E.I. Key,

A Notary Public Denton County, Texas.

(seal)

ENDORSED: NO. 2836, OATH:

FILED: DECEMBER, 30, 1929, JACK CHRISTAL, COUNTY CLERK, BY R. ERL ROSS, DEPUTY.

NO. 2830.

ESTATE OF C.J. WILKINSON, DECEASED,
ANNIE E. WILKINSON, ADMRX.,

IN COUNTY COURT,
DENTON COUNTY, TEXAS.

INVENTORY AND APPRAISEMENT OF THE ESTATE OF C.J. WILKINSON, DECEASED, produced before the undersigned Appraisers, on the 30th, day of December, A.D. 1929, by Annie E. Wilkinson, admrx, of the estate of said C.J. Wilkinson, deceased.

SEPARATE PROPERTY OF SAID DECEASED, Appraised Value.

COMMUNITY PROPERTY,

50 acres of land out of the N.E. corner of the N.E. Williams survey in Denton County.

PROBATE

10

464

Texas, encumbered for \$2500.00 appraised at, ----- \$3000.
 32 acres of land out of the E.B.Williams, survey in Denton County, Texas,
 encumbered for \$1500.00 appraised at ----- \$2000.
 28 acres of land out of the Samuel McCracken, survey in Denton County, Texas,
 encumbered for \$900.00, appraised at ----- \$1200.
Total Appraisement, \$4200.

We, the undersigned appraisers, do solemnly swear that the foregoing is a full and fair appraisement of the Estate of C.J.Wilkirson, Deceased, produced before us by Annie E.Wilkirson, Adm'rx.

12-31-29,
 Walter A. Koons,
 Co. Judge,

W.C. Orr,
 J.A. Loftin,
 W.E. Smoot, } Appraisers,

Sworn to and subscribed before me, this 30th, day of December, A.D. 1929.

Alvin C. Owsley,

(seal)

Notary Public, Denton County, Texas.

I do solemnly swear that the foregoing inventory and list is a full and complete inventory and list of the Property and Claims of C.J.Wilkirson, Deceased, that have come to my knowledge.

Annie E. Wilkison,
 Adm'rx.,

Sworn to and subscribed before me, this 30th, day of December, A.D. 1929.

Alvin C. Owsley,

(seal)

Notary Public, Denton County, Texas.

ENDORSED: NO. 2830, INVENTORY AND APPRAISEMENT AND LIST OF CLAIMS.

FILED: DEC. 31, 1929, JACK CHRISTAL, CLERK, BY R. ERL ROSS, DEPUTY.

NO. 2830.

ESTATE OF C.J. WILKIRSON, DECEASED,
 ANNIE E. WILKIRSON, ADMINISTRATRIX,

IN THE COUNTY COURT, DENTON COUNTY, TEXAS.
 DECEMBER, 31st, A.D. 1929.

On this day there was presented to me for approval the Inventory and Appraisement herein and list of Claims attached to and made a part of said Inventory in the above styled proceedings, and having carefully examined the same and being of the opinion that said Inventory and Appraisement contains a full, complete and correct list and valuation belonging to said estate, and that the List of Claims attached thereto is correct;

It is therefore ordered, adjudged and decreed that said Inventory and Appraisement and the list of claims thereto attached be in all things approved, and together with this decree of approval be recorded in the Probate Minutes of Denton County, by the Clerk of this court.

Walter A. Koons,
 County Judge, Denton County, Texas.

(seal)

ENDORSED: NO. 2830. DECREE APPROVING INVENTORY, APPRAISEMENTS, ETC.,

THE STATE OF TEXAS,
COUNTY OF DENTON.

NO. 2830.

IN THE COUNTY COURT,
OCTOBER TERM, A.D. 1929.

KNOW ALL MEN BY THESE PRESENTS:

That we, Annie E. Wilkerson, as Principal, and the other signers hereto, as Sureties, are held and firmly bound unto the County Judge of the County of Denton, Texas, and his successors in office in the sum of Fifteen Hundred & no/100 Dollars, Conditioned that the above bound Annie E. Wilkerson, who has been appointed Administrator of the estate of C. J. Wilkerson, Deceased, shall well and truly perform all the duties required of him under said appointment.

Annie E. Wilkerson,
A. E. Wilkerson,
J. J. Park,
C. Lipcomb, Jr.,

APPROVED this the 30th day of December, A.D. 1929.

Walter A. Koons,
County Judge, Denton County, Texas.

O A T H.

I do solemnly swear that C. J. Wilkerson, deceased, died without leaving any lawful will, so far as I know or believe, and that I will well and truly perform all the duties of administratrix of the estate of said deceased.

Annie E. Wilkerson,

Sworn to and subscribed before me, the 19th day of December, A.D. 1929.

R. Erl Ross,

Notary Public, Denton County, Texas.

(seal)

ENDORSED: NO. 2830, BOND AND OATH OF ANNIE E. WILKERSON, AS ADMINISTRATRIX

FILED: DECEMBER, 31st, 1929, JACK CHRISTAL, COUNTY CLERK, BY R. ERL ROSS, DEPUTY.

NO. 2830.

ESTATE OF C. J. WILKERSON, DECEASED.
ANNIE E. WILKERSON, ADMINISTRATRIX,

IN COUNTY COURT, DENTON CO., TEXAS.
DECEMBER, 31st, A.D. 1929.

On this day there was presented to me the Bond of Annie E. Wilkerson, Administratrix in the above styled proceedings, and having carefully examined said Bond, and being of the opinion that the same is in proper and legal form, and that security offered there is sufficient good and solvent;

It is therefore ordered, adjudged and decreed by the court that said Bond be and the same is hereby approved, and that the same together with this decree of approval be recorded in the Probate Minutes of Denton County, and that the Clerk of this court issue letters testamentary upon application therefor.

Walter A. Koons,
County Judge, Denton County, Texas.

ENDORSED: NO. 2830. DECREE APPROVING BOND.

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NO. 2335.

ESTATE OF W.H.LINENSCHMIDT, DECEASED,
TILLIE LINENSCHMIDT, ADMINISTRATRIX,

ADMINISTRATION PENDING IN THE COUNTY
COURT, OF DENTON COUNTY, TEXAS.

On this the 4th day of January, A.D. 1930, came on to be heard the application of Tillie Linsenschmidt, administratrix, deceased for authority to cancel and reacind a certain contract entered into by W.H.Linsenschmidt, and Earnest Cain, on or about the 28th day of October 1929, by the terms of which the said W.H.Linsenschmidt, was to sell and transfer to the said Earnest Cain, a stock of groceries, a Ford Deliver Truck and undivided one-half interest in certain fixtures and was to accept in part payment herefor a certain one thousand Dollar note secured by a second vendors lien on a house and lot situated in the City of Denton, Denton County, Texas, and under which contract said vendors lien note is deposited in escrow in the First State Bank of Denton, Texas, and all accounts owing to the said W.H. Linsenschmidt, and all money collected thereon are deposited in escrow with Leon Cain and it appearing to the Court that it would be unwise for the administratrix to trade for said second lien note and the said Earnest Cain has consented to a cancellation of said trade and contract.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the court that Mrs. Tillie Linsenschmidt, administratrix, of the estate of W.H. Linsenschmidt, deceased be and she is hereby authorized and directed to reacind and cancel said contract and said trade and contract so made by the said W.H.Linsenschmidt, is hereby cancelled and the First State Bank of Denton is authorized and directed to surrender said Second Lien note executed by C.P.Hendley, payable to the order of D.S.Rice, to the said Earnest Cain and the said Leon Cain is authorized and directed to deliver all accounts and all money collected on accounts owned by W.H.Linsenschmidt, to the said Tillie Linsenschmidt, administratrix of the Estate of W.H.Linsenschmidt, deceased.

Walter A.Koons,
County Judge.

ENDORSED: NO. 2335, ORDER AUTHORIZING CANCELLATION OF CONTRACT WITH EARNEST CAIN.

NO. 2830.

January 5, 1930.

First-Trust Joint Stock Land Bank,
1101 Praetorian Building,
Dallas, Texas.

Gentlemen:

You are hereby notified that on the 19th, day of December, 1929, Mrs. Annie E. Wilkerson, whose address is 1106 West Oak Street, Denton Texas, was, by the County Court of Denton County Texas, appointed Administratrix of the Estate of C.J. Wilkerson, Deceased, and is now duly qualified and acting as such and all persons having claims against said Estate of C.J. Wilkerson, Deceased, are required to present the same in the manner and within the time required by law.

Very Truly,

Annie E. Wilkerson,
Administratrix.

THE STATE OF TEXAS, }
COUNTY OF DENTON. }

I, Alvin C. Owsley, Attorney for Annie E. Wilkerson, Administratrix, of the Estate of C.J. Wilkerson, Deceased, do solemnly swear that the above and foregoing is a true and correct copy of the Notice to First-Trust Joint Stock Land Bank, mailed and registered by us on January

B

8, 1930, and the attached is the original postal receipt showing the delivery of such notice.

Alvin C. Owsley,

Sworn to and subscribed before me this 6 day of January, 1930.

Louise Owsley,

Notary Public, Denton County, Texas.

(seal)

38790
RETURN RECEIPT.

Received from the Postmaster the Registered or Insured Article, the original number of which appears on the face of this Card. First-Trust Joint Stock Land Bank,
(Signature or name of addressee.)

I Bentley, State of delivery, 1/4/30. Form 3811.
(Signature of addressee's agent)

POST OFFICE DEPARTMENT,
Official Business
REGISTERED ARTICLE.

No. 1310.

Insured Parcel.

No. _____ Return to Owsley & Owsley,
(name of Sender)

Street and Number or Post Office Box _____

Post Office at, Denton, State, Texas.

Dallas Texas
Jan. 4,
6-PM.
1930
Young Str.
Sta. 1.

ENDORSED: NO. 2830, NOTICE TO FIRST-TRUST JOINT STOCK LAND BANK,
FILED: JAN. 6, 1930, JACK CHRISTAL, CLERK CO. COURT, DENTON CO., TEXAS, BY R. ERL ROSS, DEPUTY.

NO. 2831.

ESTATE OF J.L. Catlett, Deceased,
CHAS. E. CATLETT, Ex'r.,

IN COUNTY COURT,
DENTON COUNTY, TEXAS.

Inventory and Appraisement of the Estate of J.L. Catlett, Deceased, produced before the undersigned Appraisers, on the 6th day of January, A.D. 1930. by Chas. E. Catlett, Independent Executor of the Estate of said J.L. Catlett, Deceased.

Separate property of said Deceased; Appraised value.

An undivided one half interest in and to 224 1/2 acres of land, a part of the following surveys;

80 acres out of the Dennis Cowan survey, - - - - -	80
14 acres out of the J.L. Catlett survey, - - - - -	14
54 1/2 acres out of the George Land survey, - - - - -	54 1/2
54 acres out of the Stephen Cantwell survey, - - - - -	54
22 acres out of the John Jordan survey, - - - - -	22
A total of - - - - -	224 1/2

acres of land, of the estimated value of Five Thousand Dollars, the said one-half interest appraised at, - - - - - \$2500.00

We, the undersigned appraisers, do solemnly swear that the foregoing is a full and fair appraisement of the Estate of J.L. Catlett, Deceased, produced before us by Chas. E. Catlett, Independent Executor.

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Sworn to and subscribed before me, the 28 day of October, A.D. 1929.

(seal)

Bettie M. Wenzel

My commission Expires Jan. 4, 1930

Notary Public El Paso County, Colo.,

ENDORSED: NO. 2830, OATH.

FILED: Jan. 6, 1930, JACK CHRISTAL, COUNTY CLERK, BY R. ERL ROSS, DEPUTY.

NO. 2830.

DENTON TEXAS,
January 4, 1930.

Southwestern Life Ins. Co.,
Dallas, Texas.

Gentlemen;

You are hereby notified that on the 19th, day of December, 1929, Annie E. Wilkerson, was, by the County Court of Denton County, Texas, appointed Administratrix of the Estate of C. J. Wilkerson, Deceased, and that she is now qualified and acting as such and all persons holding claims against said Estate are required to present the same in the manner and within the time required by law.

Annie E. Wilkerson,
Administratrix,

I, Alvin C. Owsley, Attorney for Annie E. Wilkerson, Administratrix of the Estate of C. J. Wilkerson, Deceased, do solemnly swear that the foregoing is a substantial true copy of the notice mailed by me on 4th, day of January, 1930, and the attached is the original postal receipt showing the delivery of such notice.

Alvin C. Owsley,
Attorney,

Sworn to and subscribed before me, this 8th, day of January, 1930.

Louise Owsley,

Notary Public, Denton County, Texas.

(seal)

RETURN RECEIPT.

499567

Received from the Postmaster the Registered or Insured Article, the original number of which appears on the face of this Card. Southwestern Life Ins. Co., (Signature or name of addressee.)
Date of delivery, 1-7-1930.

POST OFFICE DEPARTMENT,
Official Business,
REGISTERED ARTICLE.
No. 1336.
Insured Parcel.
No. _____

Penalty for Private use to avoid payment
of postage \$300.

Postmark of delivering
office
and date of delivery.

{ Dallas Texas.
} Jan. 4 PM 1930
} Young Str. Sta. 1.

Return to Owsley & Owsley, (Name of sender)

Street and Number, or Post Office, Box. _____

Post Office at Denton, State, Texas.

ENDORSED: NO. 2830. NOTICE TO SOUTHWESTERN LIFE INSURANCE CO.,

FILED: Jan. 8, 1930, JACK CHRISTAL, CLERK CO. COURT, DENTON CO., TEXAS, BY R. ERL ROSS, DEPUTY.

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PROBATE 81

No. 2830.

ADMINISTRATOR'S NOTICE.

Notice is hereby given that on the 19th day of December 1929, Mrs. Annie E. Wilkerson, was by the County Court of Denton County, Texas, appointed Administratrix of the Estate of G.J. Wilkerson, Deceased, and is now qualified and acting as such, and all persons having claims against the Estate of said G.J. Wilkerson, Deceased, are required to present the same within the time required by law.

Annie E. Wilkerson, Administratrix,
Denton Texas, January 3, 1930.

Publication Fee \$1.90

IN THE MATTER OF THE G.J. WILKERSON ESTATE, |
NOTICE BY ADMINISTRATRIX, MRS. ANNIE E. WILKERSON. |

THE STATE OF TEXAS |
COUNTY OF DENTON |

J.S. Fowler, being duly sworn, says that he is the Advertising manager of the Record-Chronicle, a newspaper of general circulation which has been continuously and regularly published for a period of not less than one year in the County of Denton, Texas, preceding the date of the attached notice, and that the said notice was published in said paper as follows:

First insertion 4th day of January 1930.
Second insertion 11th day of January 1930.
Third insertion 18th day of January 1930.
Fourth insertion 25th day of January 1930.

J.S. Fowler.

Subscribed and sworn to before me, this 27th day of January 1930.

WITNESS my hand and official seal.

(SEAL)

R. Earl Ross, Notary Public,
Denton County, Texas.

ENDORSED: No. 2830. NOTICE TO CREDITORS AND RETURN.

FILED: January 27th, 1930. JACK CHRISTAL, CLERK COUNTY COURT, DENTON COUNTY, TEXAS.

BY R. EARL ROSS, DEPUTY.

No. 2837.

NOTICE

All persons holding claims against the estate of I.A. Farrell are required to make proof of same and present them to the undersigned at once for payment.

J.J. MacLachlan,
Administrator, Denton, Texas.

Publication Fee \$1.60

IN THE MATTER OF THE NOTICE BY ADMINISTRATOR |
TO PERSONS HOLDING CLAIMS AGAINST I.A. FARRELL ESTATE. |

THE STATE OF TEXAS |
COUNTY OF DENTON |

J.S. Fowler, being duly sworn, says that he is the Advertising manager

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ENDORSED: NO. 2912, BOND AND OATH OF BESS A WHITLEY, AS ADMINISTRATRIX,
FILED: DECEMBER, 26, 1930, JACK CHRISTAL, COUNTY CLERK, BY R. ERL ROSS, DEPUTY.

NO. 2912.

ESTATE OF BEN S. WHITLEY, DECEASED,
BESS A. WHITLEY, ADMINISTRATRIX,

DEC. 26th, 1930.

On this day there was presented to me the Bond of Bess A. Whitley, Administratrix, in the above styled proceedings, and having carefully examined said Bond, and being of the opinion that the same is in proper and legal form, and that security offered there is sufficient, good and solvent.

It is therefore ordered, adjudged and decreed by the court that said Bond be and the same is hereby approved, and that the same, together with this decree of approval be recorded in the Probate minutes of Denton County, and that the Clerk of this court issue testamentary upon application therefor.

Walter A. Koons,
County Judge, Denton County, Texas.

ENDORSED: NO. 2912. DECREE APPROVING BOND.

NO. 2830.

IN RE: ESTATE OF
C. J. WILKIRSON, DEC'D.,

IN THE COUNTY COURT,
DENTON COUNTY, TEXAS.

On this the 1st, day of November, A.D. 1930, came on to be considered the third class claim of Southwestern Life Insurance Company, against the estate of C. J. Wilkerson, deceased, and it appearing to the court that said claim is in due order, has been allowed by the administrator, has been entered on the claim docket for the length of time required by law, and that there are no objections thereto, the court is of the opinion that same should be approved as prayed;

IT IS, THEREFORE, ORDERED, ADJUDGED AND DECREED that the claim of Southwestern Life Insurance Company, on which there was due as of July 18th, 1930, the sum of \$1700.05, be, and is hereby, approved in whole for the amount claimed therein, together with interest, as a third class claim against the estate of C. J. Wilkerson, deceased.

Walter A. Koons,
County Judge.

ENDORSED: NO. 2830. ORDER APPROVING CLAIM OF SOUTHWESTERN LIFE INSURANCE COMPANY.

PROBATE INDEX DOCKET

365

COUNTY COURT.
DENTON COUNTY.

No. 203-

vs. *Marie E. Wilkinson, Decedent*

Alvin C. Wensley, Executor.

No.	Month	Day	Year	ORDERS AND PROCEEDINGS OF COURT	Book	Page
458	June	23	32	Applications for Probate of Will.	44	417
459	June	23	32	Citation and Applications for Probate of Will	44	420
460	July	5	32	Proof of Will	44	421
460	July	6	32	Proof of Will	44	422
461	June	23	32	Will	44	423
462	July	5	32	Order Probating Will	44	424
462	July	16	32	Inventory & Appraisement of Estate of Decedent	44	425
463	July	16	32	Decree Approving Inventory, Appraisement, Etc.	44	425
463	July	8	32	Cash	44	453
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ENDORSED: No. 33, LAST WILL AND TESTAMENT OF LULA BELLE SPENCER WILSON, DECEASED.
FILED May 27 1932, JARK Christel, Clerk Co. Court, Denton County Texas, By E.H.C. ROSS, DEPUTY

No. 3032

ESTATE OF LULA BELLE SPENCER Wilson
DECEASED

IN COUNTY COURT OF DENTON COUNTY, TEXAS
APRIL TERM A.D. 1932

On this the 8th day of July A.D. 1932, came on to be heard the application of Joe Wilson for the probate of the last Will and Testament of Lula Belle Spencer Wilson deceased, now produced in Court, and the evidence, a statement of which is filed in this case, being heard and fully considered by the Court, and it appearing to the Court, that citation thereof has been duly made as required by law, to which no objection has been made and that said Joe Wilson is named and appointed in said will executor thereof without bond and that he is not disqualified therefor;

It is therefore ordered, adjudged and decreed by the Court that the said last will and testament of the said Lula Belle Spencer Wilson, deceased is hereby admitted to probate and record and the testimony shall be recorded in the minutes of this Court.

It is further ordered by the Court that letters testamentary thereof be granted to the said Joe Wilson without bond, he having first taken the required oath.

And it further appearing to the Court that Alvah Wright, P.E. Blake and R.L. Ledbetter are citizens of Denton County, Texas, and disinterested persons in said estate; it is therefore ordered that they or any two of them, be and are hereby appointed to manage the estate, both real and personal, of Lula Belle Spencer Wilson, deceased.

T.B. Davis Denton County, Texas

ENDORSED: No. 3032, ESTATE OF LULA BELLE SPENCER WILSON, DECEASED.
ORDER PROBATING WILL AND GRANTING LETTERS TESTAMENTARY.

No. 3037

THE STATE OF TEXAS:
COUNTY OF DENTON :

IN COUNTY COURT
JUNE TERM 1932.

TO THE HONORABLE COUNTY COURT OF DENTON COUNTY TEXAS:

Your petitioner Alvin G. Owsley who resides in Denton County Texas, respectfully represents that Annie E. Wilkerson died at her home in the said County of Denton, Texas on the 17th day of June 1932, and that she left an estate consisting mostly of real estate situated in Denton County, Texas, of the estimated value of Fifteen Thousand dollars.

That the instrument herewith filed dated the 8th day of May 1932, and witnessed by W.O. Orr and H.H. Evers is the Last Will and Testament of the said Annie E. Wilkerson and at the time of the execution thereof she was a feme sole more than twenty one years of age and of sound mind and disposing memory and that said Will was executed with all of the formalities and solemnities required by law.

PROBATE NO. 44/49

That your petitioner is named as the Executor in said Will and of the Estate of said Annie E. Wilkerson, deceased, and it is specially provided in said Will that no bond be required of him and that no action be had in the County Court on said Estate other than the probating and recording of said Will and the filing of an Inventory and Appraisalment as the law directs and further that your petitioner is not disqualified by law from accepting Letters Testamentary on said Estate.

WHEREFORE he prays that notice of this application be given as the law requires and that upon the hearing hereof the said instrument herewith filed be admitted to Probate as the Last Will and Testament of the said Annie E. Wilkerson, deceased, and that she be appointed Independent Executor of said estate, without bond, and for such other orders as may be proper in the premises.

Alvin C. Owsley, Petitioner.

ENDORSED No. 3037. APPLICATION FOR PROBATE OF WILL.

FILED June 23, 1932; JACK CHRISTAL, CLERK CO. COURT, DENTON COUNTY TEXAS, BY R. ERL ROSS, DEPUTY

No. 3037

NOTICE IN PROBATE

THE STATE OF TEXAS

TO THE SHERIFF OR ANY CONSTABLE DENTON COUNTY GREETING:

YOU ARE HEREBY COMMANDED to cause to be posted for ten days, exclusive of the day of posting, before the return day hereof, at the Court House door, in Denton County a copy of the following notice;

THE STATE OF TEXAS:

To all persons interested in the estate of Annie E. Wilkerson, deceased, Alvin C. Owsley has filed in the County Court of Denton County, an application for the Probate of the Last Will and Testament of said Annie E. Wilkerson deceased, filed with said application, and for Letters Testamentary, it being alleged in said application that applicant is named in said Last Will and Testament as executor thereof without bond.

WHEREFORE, he prays that notice of this application be given as the law requires and that upon the hearing hereof the said instrument herewith filed be admitted to Probate as the Last Will and Testament of the said Annie E. Wilkerson deceased, and that he be appointed Independent Executor of said estate, without Bond and for such other orders as may be proper in the premises, and said application will be acted upon by said Court, on Monday the 4th day of July A.D. 1932, at the Court House of said County in Denton Texas, at which time all persons interested in said Estate may appear and contest said application should they desire to do so.

HEREIN FAIL NOT, but have you this writ before the said court at the time aforesaid with your return thereon, showing how you have executed the same.

GIVEN UNDER my hand and the seal of said Court, at office in Denton, Denton County, Texas, this the 23rd day of June A.D. 1932.

Jack Christal

Clerk County Court, Denton County Texas

By R. Erl Ross, Deputy

(seal)

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PROBATE 64

I hereby certify that the foregoing is a true and correct copy of the original writ now in my hands.

G.C. Cookrell
Sheriff Denton County, Texas
By Dallas Curtsinger, Deputy

SHERIFF'S RETURN

CAME to hand on the 23rd day of June A.D. 1932, at ___ o'clock ___ M and executed on the 23rd day of June A.D. 1932, by posting a copy of the within citation for ten days exclusive of the day of posting before the return day hereof, at the Court House door of Denton County Texas.

Fees; G.C. Cookrell
Posting Citation-----\$ 1.00 Sheriff Denton County Texas
Mileage---Miles----- _____ By Dallas Curtsinger, Deputy
\$1.00

ENDORSED: No. 3037, CITATION ON APPLICATION FOR PROBATE OF WILL.
ISSUED 23 day of June A.D. 1932; JACK CHRISTAL, CLERK, BY R. ERL ROSS, DEPUTY
Returned and Filed the 23 day of June 1932; Jack Christal, County Clerk; By R. Erl Ross, Deputy

No. 3037

PROOF OF WILL

THE STATE OF TEXAS : ESTATE OF
COUNTY OF DENTON : ANNIE E. WILKINSON, DECEASED.
PROOF OF LAST WILL AND TESTAMENT OF ANNIE E. WILKINSON, DECEASED.

This day personally appeared R.H. Evers, who, being duly sworn as a witness in the above entitled matter, and examined on behalf of the applicant to prove said will says: I was well acquainted with Annie E. Wilkerson deceased during her lifetime, and knew the above decedent for about 15 yrs. before her death, the signature of the said decedent to the instrument now shown to me, and offered for probate as her last will and Testament filed in this Court on the 23rd day of June A.D. 1932, and bearing date on the 17th day of May A.D. 1932, was made by the deceased on said last named date at Denton Texas in presence of myself R.H. Evers and W.C. Orr, the other subscribing witness; all of said witnesses being over the age of fourteen years. At the time of the making of said Will the testator was of sound and disposing mind and memory, and she declared the said will so made to be her last will and Testament, and I thereupon sign my name as a witness, together with the said W.C. Orr at the request of the said testator in her presence and in the presence of each other. The said decedent at the time of the execution of said instrument was about 78 years of age; the said Annie E. Wilkerson departed this life on the 17th day of May A.D. 1932 about 43 days after making said Will, in the County of Denton in the State of Texas, where and at which time her residence and principal estate was situated and with her having revoked said will so far as known to affiant.

R.H. Evers

SWORN to and subscribed before me this 5th day of July A.D. 1932. in presence of _____

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Jack Christal
Clark County Court, Denton County
By R. Earl Ross, Deputy

(cont)

ENDORSED: No. 3037, PROOF OF WILL

FILED the 5th day of July A.D. 1932, JACK CHRISTAL, COUNTY CLERK, BY R. EARL ROSS, DEPUTY

No. 3037

PROOF OF WILL:

THE STATE OF TEXAS:

ESTATE OF

COUNTY OF DENTON :

ANNIE E. WILKINSON, deceased

PROOF OF LAST WILL AND TESTAMENT OF ANNIE E. WILKINSON, DECEASED:

This day personally appeared in open Court W.C. Orr who, being duly sworn as a witness in the above entitled matter, and examined on behalf of the applicant to prove said Will says: I was well acquainted with Annie E. Wilkinson deceased, during her lifetime; I knew the above decedent for about 20 yrs. before her death; the signature of the said deceased to the instrument now shown to me, and offered for probate as her last Will and Testament, filed in this Court on the 23rd day of June A.D. 1932, and bearing date on the 6th day of May A.D. 1932, was made by the deceased on said last named date at Denton Texas, in presence of myself W.C. Orr and R.H. Evers the other subscribing witness; all of said witness being over the age of fourteen years. At the time of the making of said Will the testator was of sound and disposing mind and memory, and she declared the said Will as made by her to be her last Will and Testament, and I thereupon signed my name as a witness together with the said R.H. Evers at the request of the said testator in her presence and in the presence of each other. The said deceased at the time of the execution of said instrument was about 78 years of age; the said ANNIE E. WILKINSON departed this life on the 12th day of June A.D. 1932 about 41 days after making said Will in the County of Denton, in the State of Texas, where and at which time her residence and principal estate was situated and without having revoked said will so far as known to affiant.

W.C. Orr

Sworn to and subscribed before me this 5th day of July A.D. 1932 in open Court.

Jack Christal

Clark County Court, Denton County

By R. Earl Ross, Deputy

(cont)

ENDORSED: No. 3037 - PROOF OF WILL

FILED the 5th day of July A.D. 1932, JACK CHRISTAL, COUNTY CLERK BY R. EARL ROSS, DEPUTY

No. 2067
WILL

THE STATE OF TEXAS;

ROBERT W. DENTON; In the Name of God Amen;

I, Annie E. Wilkerson of the County of Denton Texas, being of sound mind and disposing memory do make and publish this my last will and Testament hereby revoking all other wills heretofore made by me to wit;

First.

I will and direct that all just debts that I may owe at the time of my death be paid as soon as practicable.

Second.

To my four beloved daughters Buena Vista Stone, Luella Newhinney, Pauline Jane Davis and Rita Rucker I will and bequeath my homelot No. 1106, West Oak Street in the City of Denton Texas with the understanding that when it is sold One thousand dollars of the purchase money shall be paid to the said Rita Rucker to make her equal with advancements that have been made to others and the balance shall be divided among my said four daughters share and share alike.

Third

My Jewels I will and bequeath as follows;
My diamond ring, worth \$200.00 to Buena Vista Stone;
My Bar pin worth \$200.00 to Rita Rucker.
My pair of Ear Bobs worth \$50.00 to Pauline Jane Davis and
My Gold Meshbag and String of Pearls to Luella Newhinney.

Fourth

I will and direct that all my household effects that have been given to me be returned to the respective givers thereof and the balance of my furniture be divided equally among my four girls above named.

Fifth

For the reason that advancements have been made to them I will and bequeath to my son Jim Lee Wilkerson Ten Dollars and to Calvin Wilkerson One Hundred and fifty dollars to be paid out of the proceeds of my apartment house and lot on which it is situated which I hereby will and bequeath to my two sons Arthur and C.J. Wilkerson to be held by them share and share alike subject to the payment of said legacies to Jim Lee and Calvin Wilkerson.

Sixth.

To my two sons Asa Wilkerson and Theodore Wilkerson share and share alike I will and bequeath my property in Holland Texas which I have conveyed to them.

SEVENTH.

I hereby appoint my friend Alvin C. Owsley the Executor of this my will and my Estate and direct that no bond be required of him and that no action in the Probate Court be had on my estate other than the probating and recording of this will and the filing of an inventory and appraisement as the law directs.

In Testimony whereof I hereto sign my name in the presence of W.C. Orr and R.H. Evers who at my request subscribe their names hereto as witnesses in my presence and in the presence of each other on this the 6th day of May 1932

Witness;
Annie E. Wilkerson
W.C. Orr
R.H. Evers.

WITNESSED: No. 2067; LAST WILL AND TESTAMENT

FILED June 22, 1932. JACK CHRISTAL, CLERK, CO. COURT, DENTON COUNTY, TEXAS, BY R. EARL BOSS, DEPUTY

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2037

ORDER PROBATING WILL AND GRANTING LETTERS TESTAMENTARY

ESTATE OF ANNIE E. WILKINSON, Deceased.
IN COUNTY COURT OF DENTON COUNTY, TEXAS.

On this the 5th day of July A.D. 1932, came on to be heard the application of Alvin C. Owsley for probate of the last will and testament of Annie E. Wilkinson deceased, now presented in court, and the evidence, a statement of which is filed in this case, being heard and fully considered by the Court, and it appearing to the Court, that citation thereof has been duly made as required by law, to which no objection has been made, and that said Alvin C. Owsley is named and appointed in said will, executor thereof and that he is not disqualified therefor.

It further appearing to the court that said will directs that no bond or security be required of said executor and that no other action shall be had in the county in the administration of said estate than to prove and record said will and to return an inventory and appraisal of said estate and list of claims;

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED by the court, that the said last will and testament of the said Annie W. Wilkinson deceased, is hereby admitted to probate and record and the testimony shall be recorded in the minutes of this court, It is further ordered by the court that letters testamentary thereof be granted to the said Alvin C. Owsley without bond, having first taken the required oath, and that no other action shall be had in this court in the administration of said estate than to return unto this court an inventory and appraisal of said estate and list of claims.

It is further ordered that
he and they are hereby appointed appraisers to appraise said estate.

T.B. Davis, County Judge

ENDORSED: No. 2037, ORDER PROBATING WILL.

NO. 3014

APPLICATION OF LEASE.

IN RE: GUARDIANSHIP OF
THE ESTATE OF BETA
ALEXANDER, A MINOR

IN THE COUNTY COURT OF
DENTON COUNTY, TEXAS
APRIL TERM A.D. 1932.

TO THE HONORABLE JUDGE OF SAID COUNTY:

Now comes J.L. Carlisle, Guardian of the Estate of Beta Alexander, a Minor, and respectfully represents to the Court that the following real estate owned by and belonging to the estate of said ward, is reputed to be oil land, to wit:

An undivided one-eighth (1/8) interest in and to the following described land situated in Rusk County, State of Texas, as follows:

TRACT # 1: ALL THAT CERTAIN tract of land in the E&M of London, Rusk County Texas, in F. Ouedova survey, as shown and described in deed from M. Parsons and wife to A.L. Towns, dated January 17, 1912 and recorded in Vol. 2 page 507 deed records of Rusk County, Texas.

TRACT # 2: ALL THAT CERTAIN tract or lot described in deed from M. Parsons to A.L. Towns dated January 17, 1912 and recorded in the deed records of Rusk County in Vol. 2 page 508.

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Records of Appraisal be retained in the public records of Denton County by the Clerk of this Court.

J. B. Davis
County Judge, Denton County Texas.

ENDORSED No. 3057, BEFORE APPROVING INVENTORY, APPRAISEMENT, ETC.

No. 3057

ESTATE OF ANNIE E. WILKINSON, DECEASED | IN COUNTY COURT
ALVIN C. OWSELEY, INDEPENDENT EX'R. | DENTON COUNTY TEXAS

INVENTORY AND APPRAISEMENT OF THE ESTATE OF ANNIE E. WILKINSON, DECEASED, PRODUCED BEFORE undersigned Appraisers, on the 16th day of July, A.D. 1932, by Alvin C. Owseley Independent Ex'r. the estate of said ANNIE E. WILKINSON deceased.

SEPARATE PROPERTY OF SAID DECEASED. Appraised Value

A lot in the City of Denton, Denton County Texas, fronting 150 feet on west oak street, and 194.44 feet on Fulton Street being a part of Block No. 5 of the Mounts Addition to said City of Denton and being the same lot conveyed to Annie E. Wilkerson by Chas. H. Smoot and wife by deed dated the 15th day of April 1914, and recorded in Vol. 135 page 16 deed records of Denton County, Texas, with the improvements thereon appraised at -----\$7500.00
Block number 7 in Ricketts Addition to the town of Hereford in Deaf Smith County Texas appraised at ----- \$ 200.00

The Household and Kitchen furniture and Jewelry and personal ornaments of the deceased were partitioned and delivered to her daughters in compliance with the terms of the Will and never came into the hands of the Executor.

We the undersigned appraisers do solemnly swear that the foregoing is a full fair appraisal of the estate of Annie E. Wilkerson deceased, produced before us by Alvin C. Owseley Independent Ex'r.

J. C. Coit
Geo. F. Elbert
W. C. Orr

Sworn to and subscribed before me, this 16th day July A.D. 1932.

R. W. Bass
Notary Public, Denton Co. Tex.

(seal)

I do solemnly swear that the foregoing Inventory and List is a full and complete inventory and list of the property and claims of Annie E. Wilkerson deceased, that have come to my knowledge.

Alvin C. Owseley Ex'r.

Sworn to and subscribed before me this 16 day of July A.D. 1932

R. W. Bass
Notary Public, Denton Co. Texas

(seal)

APPROVED AND ORDERED FILED this July 16th 1932.

J. B. Davis,
County Judge Denton Co. Texas

ENDORSED No. 3057, INVENTORY AND APPRAISEMENT AND LIST OF CLAIMS.
Filed 16 day of July 1932, JACK CHRISTAL, CLERK, BY D. H. BASS, DEPUTY.

ESTATE OF
ANNIE E. WILKINSON DECEASED
ALVIN C. OWSELY, EXECUTOR
JULY 14, 1932

On this day there was presented to me for approval the Inventory and Appraisement hereto and list of Claims attached to and made a part of said Inventory in the above styled proceedings, and having carefully examined the same and being of the opinion that said Inventory and Appraisement contains a full, complete and correct list and valuation belonging to said estate, and that the list of Claims attached thereto is correct;

It is therefore ordered, adjudged and decreed that said Inventory and Appraisement and the list of claims thereto attached be in all things approved, and together with this decree of approval be recorded in the probate Minutes of Denton County by the Clerk of this Court.

T.B. Davis
County Judge, Denton County Texas

ENDORSED No. 3037, DECREE APPROVING INVENTORY, APPRAISEMENT ETC.

No. 3037

THE STATE OF TEXAS: IN THE COUNTY COURT,
COUNTY OF DENTON: APRIL TERM A.D. 1932
KNOW ALL MEN BY THESE PRESENTS: OATH

I do solemnly swear that the writing has been offered for probate is the last will of Annie E. Wilkerson so far as I know or believe, and that I will well and truly perform all the duties of executor of the estate of said Annie E. Wilkerson, deceased.

Alvin C. Owsley

Sworn to and subscribed before me the 8th day of July A.D. 1932.

R. Erl. Ross

(seal) Notary Public, Denton County Texas

ENDORSED No. 3037, OATH OF A.C. OWSELY INDEPENDENT EXECUTOR.

FILED the 8th day of July A.D. 1932, JACK CRISTAL, COUNTY CLERK, BY R. ERL ROSS, DEPUTY

No. 3030

ESTATE OF J.C. HOLLAND, DECEASED
JENNIE HOLLAND, INDEPENDENT EXECUTOR
IN COUNTY COURT
DENTON COUNTY, TEXAS.

INVENTORY AND APPRAISEMENT OF THE ESTATE of J.C. Holland deceased, produced before the undersigned Appraiser on the 4th day of June A.D. 1932, by Jennie Holland Independent Exec't of the Estate of said J.C. Holland, deceased.

COMMUNITY PROPERTY

APPROVED AND FILED BY THE COURT, adjoins the town of Sanger in Denton County, Texas

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The State of Texas

Known All Men By These Presents:

THAT Mrs. Mrs. A. E. Willerson joined by her husband G. J. Willerson

of the County of Denton in the State of Texas for and in consideration of the sum of \$100.00 DOLLARS, to her paid by Miss Myrtle Brown the receipt of which is hereby acknowledged

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY, unto the said Miss Myrtle Brown

all that certain lot, tract or parcel of land situated in the City of Denton Denton County Texas and being a part of Block 69 Pls Survey and a part of Block two 5 acre more addition to the City of Denton Texas and more fully described as follows Beginning at the N. E. corner of a lot sold and conveyed and recorded in Book 108 Page 478 Denton County Texas Thence North on West-44 feet line of North Street West 60 feet for corner Thence West 160 feet for corner Thence South 60 feet for corner the same being the N. W. corner of said Sawney lot Thence East 160 feet to the place of beginning also the purchaser is to have the right of a passway West of the N. W. end of said North lot such passway or alley to be of sufficient width to admit of the passing of a wagon the right of passway is to apply to the N. E. and N. W. end of this lot conveyed same as the E. by lot and unless it be evidenced only as an easement which by mutual consent may be kept closed up

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Mrs. Myrtle Brown her heirs and assigns forever. And she do hereby bind herself and her heirs, executors, and administrators to WARRANT AND FOREVER DEFEND, all and singular the premises unto the said Mrs. Myrtle Brown her heirs and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof. A. D. 1912

Witness Our hand at Denton this 23 day of November

215/13

11/23/12

127/133

The State of Texas County of Denton

Before Me, H. W. Chandler a Notary Public in and for Denton County, Texas, on this day personally appeared G. J. Willerson

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. A. D. 1912 H. W. Chandler a Notary Public Denton County Texas

The State of Texas County of Denton

Before Me, H. W. Chandler a Notary Public in and for Denton County, Texas, on this day personally appeared Mrs. A. E. Willerson and G. J. Willerson

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed. A. D. 1912 Mrs. A. E. Willerson G. J. Willerson H. W. Chandler a Notary Public Denton County Texas

Witness My hand and seal of office, this 23 day of November A. D. 1912 H. W. Chandler a Notary Public Denton County Texas

DEED OF TRUST

THE STATE OF TEXAS, COUNTY OF DENTON, KNOW ALL MEN BY THESE PRESENTS, Myrtle Brownlow, a feme sole, acting by and through

Hasel B. Raines, a feme sole, as attorney-in-fact, as authorized by Power-of-Attorney of even date herewith, executed by me to the said Hasel B. Raines,

of the County of Denton and State of Texas, in consideration of the debt and trust hereinafter mentioned, to [Name], Married, Single and Conveyed, and by these presents do Grant, Bargain, Sell and Convey unto [Name] Trustee, and to his successor or substitutes in this trust, and to his and their assigns, hereinafter forever, the following described property, situated, lying and being in the County of Denton and State of Texas, to-wit:

All that certain lot, tract or parcel of land situated in the City and County of Denton, State of Texas, and being a part of the S.B.S. & C. R. A. Company Survey, and a part of Block No. Two (2) of the Ferguson Addition to the City of Denton, Texas, and more fully described as follows, to-wit:

BEGINNING at the northeast corner of a lot described in a deed recorded in Vol. 105, page 428, Deed Records of Denton County, Texas;

THENCE North on the west base line of North Locust Street, 60 feet for corner;

THENCE West 160 feet for corner; THENCE South 60 feet for corner, same being the northwest corner of the former San Gary lot;

THENCE East 160 feet to the place of beginning, and being the same property as that conveyed to Myrtle Brownlow by Mrs. A. E. Wilkerson and husband, C. J. Wilkerson, by deed dated November 23, 1912, and recorded in Volume 127, page 33, Deed Records of Denton County, Texas.

TO HAVE AND TO HOLD the said described property, with all the rights, members, hereditaments and appurtenances, now, or hereafter at any time before the foreclosure hereof, in any wise appertaining or belonging thereto unto the said Trustee, and to his successor or substitute hereunder, and to his and their assigns forever. And the undersigned hereby bind herself, her heirs, executors and administrators, to warrant and forever defend all and singular the said premises, unto the said Trustee, his successor or substitute in this trust, and to his or their assigns forever, against the lawful claim or claims of all persons whomsoever.

THIS CONVEYANCE is made in trust, however, to secure and ensure the payment of \$1000.00, preliminary note of even date herewith (hereinafter referred to as note), executed by the undersigned, payable to The Denton County National Bank of Denton, Denton, Texas at Denton, Texas, as follows:

In the principal sum of \$1,000.00, due on or before one year after date, bearing interest from date at the rate of 6% per annum, and containing the usual attorney's fee clause.

WITNESSED my hand and seal of office this 17th day of July, 1913, at Denton, Texas.

It is agreed that if default be made in the payment of any principal or interest on said note, or in the performance of the covenants or agreements herein contained, or any of them, then at the option of the legal holder of said note, the whole of the principal debt herein secured shall become due and payable, and may be collected by suit or by proceedings hereunder; and it is further agreed that if said indebtedness is not paid when due, and is placed in the hands of an attorney for collection, or if collected through the Probate Court, ten per cent. additional on full amount thereof shall be added as attorney's fee.

It is also agreed that this Deed of Trust covers any and all renewals of the above described indebtedness. NOW, THEREFORE, if the said indebtedness be paid, with principal and interest, as the same becomes due and payable, and if the covenants and agreements herein contained be kept and performed, then, and in no case only, this conveyance shall become null and void, and the property herein conveyed shall become wholly clear of said debt, and these presents released in due form of the Grantor's; or, otherwise to remain in full force and effect; but if default shall be made in the payment of said note, or any installment of interest thereon, when the same shall become due or in case of the breach of any of the covenants or agreements herein mentioned, then at the request of the legal holder of said note, the said Trustee, or his successor or assigns are authorized hereunder, to foreclose and convey to all the land herein secured, at public auction, to the highest bidder for cash, at the Court House door of Denton County, Texas, between the hours of ten o'clock a.m. and four o'clock p.m., on the first Tuesday in any month after having given

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DEED OF TRUST

THE STATE OF TEXAS
COUNTY OF DENTON

Know all Men by these Presents:

That the undersigned Myrtle Brownlow, a Free sole, acting by and through Hazel B. Raines, a Free sole, as Attorney-in-Fact, as authorized by Power-of-Attorney heretofore executed by me to the said Hazel B. Raines,

of the County of DENTON and State of Texas, in consideration of the Life and love hereinafter mentioned in & Received, sold and Conveyed, and by them passed to Grant, Receipt, sell and Convey unto E.M. Barns Trustee, and to his executor or substitute in this trust, and to his and their assigns forever, the following described property, situate, lying and being in the County of DENTON and State of Texas to-wit:

All that certain lot, tract or parcel of land situated in the City and County of Denton, State of Texas, and being a part of the ESDA CER Company Survey, and a part of Block No. Two (2) of the Ferguson Addition to the City of Denton, Texas, and more fully described as follows, to-wit:

BEGINNING at the northeast corner of a lot described in a deed recorded in Volume 105, page 426 Deed Records of Denton County, Texas;
THENCE North on the west base line of North Locust Street, 60 feet for corner;
THENCE West 160 feet for corner;
THENCE South 60 feet for corner, same being the northwest corne. of the former San Gary lot;
THENCE East 160 feet to the place of beginning, and being the same property as that conveyed to Myrtle Brownlow by Mrs. A. E. Wilkerson and husband C. J. Wilkerson, by deed dated November 23, 1912, and recorded in Volume 127, page 33, Deed Records of Denton County, Texas.

TO HAVE AND TO HOLD the said described property, with all the rights, members, benefits and appurtenances, now, or hereafter at any time before the foreclosure thereof, in service appertaining or belonging thereto unto the said Trustee, and to his executor or substitute hereafter, and to his and their assigns forever. And the undersigned hereby bind herself, her heirs, executors and administrators, as warrant and forever defend all and singular the said premises, unto the said Trustee, his executor or substitute in this trust, and to his or their assigns forever, against the lawful claim or claims of all persons whatsoever.

THIS CONVEYANCE is made in trust, however, to serve and enforce the payment of \$2,000.00 promissory note of even date herewith (hereinafter referred to as a note), executed by the undersigned, payable to The Denton County National Bank of Denton, Denton, Texas, or order at Denton, Texas, as follows: In the principal sum of \$2,000.00, due on or before one year after date, bearing interest from date at the rate of 6% per annum, and containing the usual attorney's fee clause. The above described note is given in renewal and extension of the balance owing on that certain promissory deed of trust note dated July 28, 1933, in the principal sum of \$1,000.00, executed by the grantor, payable to the order of said Bank on or before one year after date, fully set out and described in a deed of trust of even date with said note from the grantor to R. M. Barns, Trustee for said Bank, shown of record in Volume 175, page 343, Deed of Trust Records of Denton County, Texas and the balance represents money this day loaned by said Bank to the grantor herein, and it is expressly understood and agreed that said Bank shall be and it is hereby subrogated to the same rights, titles, liens, equities and remedies originally retained to secure the payment of said note, all of which liens shall remain in full force and effect until the note hereby secured, as well as any renewal or extension thereof shall be fully paid off and discharged.

It is agreed that if default be made in the payment of any principal or interest on said note, or in the performance of the covenants or agreements herein mentioned, or any of them, then and in that event the whole of the principal debt hereon accrued shall become due and payable, and may be collected by suit or by proceedings hereunder, and it is further agreed that if said indebtedness is not paid when due, and is placed in the hands of an attorney for collection, or if collected through the Probate Court, the fee now established as full amount thereof shall be added as attorney's fee.

It is also agreed that this Deed of Trust serves as and its proceeds of the above described indebtedness.
NOW, THEREFORE, if the said indebtedness be paid, both principal and interest, or the same become due and payable, and if the covenants and agreements herein contained be kept and performed, then, and in that case only, this conveyance shall become void and null, and the property hereon conveyed shall become wholly clear of said debt and these provisions released in due form to the Grantor's use, subject to comply in full hereon and thereon with all the terms of the said note, or any extension or renewal thereof, when the same shall become due or in case of the breach of any of the covenants or agreements herein mentioned, then at the request of the legal holder of said note, the said Trustee, or his executor or substitute hereafter, is hereby authorized and empowered to sell the land hereon conveyed at public auction, or the Market Maker for such of the Court House here at DENTON County, Texas, between the hours of ten o'clock a. m. and four o'clock p. m.

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... his heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators, to warrant and forever defend all and singular the said premises unto the said George Tschops, a single man, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

Witness our hands at Denton, Texas this 29th day of March, A. D. 1955.

Henry J. Simmel
Clara Simmel

THE STATE OF TEXAS |
COUNTY OF DENTON | BEFORE ME, the undersigned authority, a Notary Public, in and for Denton County, Texas, on this day personally appeared Henry J. Simmel and Clara Simmel, his wife; both known to me to be the persons whose names are subscribed to the foregoing instrument; and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Clara Simmel wife of the said Henry J. Simmel having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Clara Simmel acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, This 12 day of April A. D. 1955.

J. Earl Sals, Notary Public,
Denton County, Texas

Seal

FILED FOR RECORD: April 14th 1955 at 1:15 P M
RECORDED: April 25th 1955 at 4:30 P M

A. J. Barnett, Clerk County Court
Denton County Texas
By Theta Parker, Deputy

#1161-TRANSFER OF LIEN

THE STATE OF TEXAS |
COUNTY OF DENTON | KNOW ALL MEN BY THESE PRESENTS:

Whereas, on the 23rd day of February A. D. 1954, Myrtle Brownlow, a feme sole, acting by and through Hazel B. Raines, a feme sole, as Attorney-in-Fact did execute one certain note described as follows:

In the principal sum of \$2,000.00, due on or before one year after date, payable to The Denton County National Bank of Denton, Denton, Texas, bearing interest from date at the rate of 6% per annum and containing the usual 10% attorney's fee clause, and which said note set out and described in a certain deed of trust executed by Myrtle Brownlow, a feme sole, acting by and through Hazel B. Raines, a feme sole, as Attorney-in-Fact to R. K. Barnes of Denton County, Texas, Trustee for the Denton County National Bank of Denton, Denton, Texas and recorded in Volume 177, page 417, Record of Deeds of Trust of Denton County, Texas, and secured by the lien therein expressed, on the following described lot, or parcel of land situated in the County of -----State of Texas, to-wit:

All that certain lot, tract or parcel of land situated in the City and County of Denton, State of Texas, and being a part of the HSB & CKR Company Survey, and a part of Block No. Ten (2) of the Ferguson Addition to the City of Denton, Texas, being more fully set out and described in the deed of trust to which reference is herein made.

Now, Therefore, Know all men by these presents, That Denton County National Bank, a

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Denton, Denton, Texas, acting by and through the undersigned officers, the payee and owner and holder of said note, for and in consideration of the sum of Ten & no/100 Dollars to it in hand paid by Denton Federal Savings & Loan Association, a corporation here said, transferred and conveyed, and do hereby sell, transfer and convey unto said Denton Federal Savings & Loan Association of the County of Denton, Texas, the said note and said lien and all liens and titles held by it in and to said land.

To have and to hold the same unto the said Denton Federal Savings & Loan Association, its heirs and assigns forever, without recourse on the undersigned.

Witness our hands this 22nd day of February A. D. 1955.

Attest: Joe E. Kimbrough-Cashier
Corp. Seal

Denton County National Bank of
Denton, Denton, Texas
By J. E. Savage-Vice President

THE STATE OF TEXAS |

COUNTY OF DENTON | BEFORE ME, the undersigned, a Notary Public, in and for said County, Texas, on the day personally appeared J. E. Savage, Vice-President of the Denton County National Bank of Denton, Denton, Texas, a corporation 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 24th day of February A. D. 1955.

Frits Barthold, Notary Public,
Denton County, Texas

Seal

FILED FOR RECORD: Feb. 24th 1955 at 2:50 P M

RECORDED: April 25th 1955 at 1:55 P M

A. J. Barnett, Clerk County Court
Denton County Texas

#1145-OIL, GAS AND MINERAL LEASE

THIS AGREEMENT, made this eighteenth day of February 1955, between T. T. Kirby, Sr. and wife, Cynthia M. Kirby, whose post office address is Route 2, Denton, Texas, Lessor (whether one or more) and Roger Stewart Lessee, WITNESSETH:

1. Lessor, in consideration of Ten and 00/100 Dollars (\$10.00) in hand paid, of the royalties herein provided, and of the agreements of Lessee herein contained, hereby grants, leases and lets exclusively unto Lessee for the purpose of testing, by any methods, for formations or structures investigating, exploring, prospecting, drilling and mining for and producing oil, gas, and all other minerals, laying pipe lines, building tanks, power stations, telephone lines, and other structures thereon, to produce, save, take care of, treat, transport, and own said products, and housing its employees, and for dredging and maintaining canals, constructing and maintaining roads and bridges, and, in general, for all appliances or structures, equipment, servitudes and privileges which may be necessary, useful or convenient in connection with any such operations conducted by Lessee thereon, the following described land in the County of Denton State of Texas to-wit:

For description of land see rider attached hereto and made a part hereof and signed by Lessors for identification.

All that certain tract or parcel of land situated in Denton County, Texas, being part of the Berry Merchant Survey, Abstract No. 800 and more particularly described, by notes and bounds as follows, to-wit:

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PROBATE INDEX BOOK

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COUNTY COURT
DEWTON COUNTY

NO. OF 2844
Myrtle Brownlow Deceased
Hazel Baird & Executrix

DATE	TIME	DESCRIPTION OF RECEIPTS OR COURT	NO.	PAGE
July 6 1954		Application in Probate Will	72	275
July 6 1954		Citation	72	276
Aug 6 1954		Prong of Will - Francis H. Young	72	277
Aug 6 1954		Prong of Will - Veneta Orley Young	72	277
Aug 6 1954		Will of Myrtle Brownlow	72	278
Aug 6 1954		Order Probating Will	72	279
Sept. 23 1954		Inventory & Appraisement	72	410
Oct. 30 1954		Order	72	413
Sept. 23 1954		Oath	72	417
Nov. 30 1954		Certificate as to Inventory and	72	560

ENDORSED NO. 4844 Estate of Myrtle Brownlow APPLICATION TO PROBATE WILL)
FILED Jul 6, 1954 A. J. Barnett, Clerk, Co. Court, Denton County, Texas By Theta Parker, Deputy

NO. 4844

THE STATE OF TEXAS

To any Sheriff or any Constable within the State of Texas GREETING:

YOU ARE HEREBY COMMANDED to cause to be posted for not less than ten days, exclusive of the day of posting, before the return day hereof, at the Courthouse door of Denton County, Texas, a copy of the following notice:

THE STATE OF TEXAS

TO ALL PERSONS INTERESTED IN THE ESTATE OF Miss Myrtle Brownlow, Deceased. No. 4844, County Court Denton County, Texas. Hazel Raines filed in the County Court of Denton County, Texas, on the 6th day of July A. D. 1954, an application for the probate of the last will and testament of said Miss Myrtle Brownlow, Deceased, and for letters testamentary (the said will accompanying said application).

Said application will be heard and acted on by said Court on the first Monday next after the expiration of ten days from date of posting this citation, the same being the 19th day of July, 1954, at the Courthouse thereof in Denton, Denton County, Texas, at which time and place all persons interested in said Estate are required to appear by filing a written answer and contest such application should they choose to do so.

The officer executing this writ shall promptly serve the same according to requirements of law, and the mandates hereof, and make due return as the law directs.

GIVEN UNDER MY HAND AND THE SEAL OF SAID COURT at office in Denton, Texas, this the 6th day of July, A. D. 1954.

A. J. Barnett
Clerk of the County Court,
Denton County, Texas,
By Theta Parker, Deputy

SEAL

SHERIFF'S RETURN

Came to hand on the 7 day of July, A. D. 1954, at 11:30 o'clock A.M., and executed on the 7 day of July A. D. 1954, by posting a copy of the within citation for ten days, exclusive of the day of posting, before the return day hereof, at the Courthouse door of Denton County, Texas.

Bud Gentle, Sheriff
Denton County, Texas
By E. C. Chapman, Deputy

FEE

Posting Citation---\$1.25

ENDORSED NO. 4844 Estate of Miss Myrtle Brownlow, Deceased

CITATION ON APPLICATION TO PROBATE WILL

Issued July 6 A. D. 1954 A. J. Barnett, County Clerk, By Theta Parker, Deputy

Returned and filed the 19 day of July A. D. 1954 Denton County A. J. Barnett, County Clerk

By Theta Parker, Deputy

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NO. 4844

PROOF OF WILL

THE STATE OF TEXAS)
COUNTY OF DENTON)

ESTATE OF
MYRTLE BROWNLOW, DECEASED.

PROOF OF LAST WILL AND TESTAMENT OF MYRTLE BROWNLOW, DECEASED.

This day personally appeared in open Court Francis H. Young who, being duly sworn as a witness in the above entitled matter, and examined on behalf of the applicant to prove said Will, says: I was well acquainted with Myrtle Brownlow deceased, during her life time; I knew the above decedent for about seven years before her death; the signature of the said deceased to the instrument now shown to me, and offered for probate as her last Will and Testament filed in this Court on the 6th day of July A. D. 1954, and bearing date on the 1st day of April A. D. 1953, was made by the deceased on said last named date at Denton, Texas in presence of myself, Francis H. Young and Veneta Onley Young, the other subscribing witness; all of said witnesses being over the age of fourteen years. At the time of the making of said Will the testator was of sound and disposing mind and memory, and she declared the said Will so made by her to be her last Will and Testament, and I thereupon signed my name as a witness, together with Veneta Onley Young at the request of the said testator, in her presence and in the presence of each other. The said deceased at the time of the execution of said instrument was 77 years of age; the said Myrtle Brownlow departed this life on the 2nd day of July, A. D., 1954, about one year after making said Will in the County of Denton in the State of Texas, where and at which time her residence and principal estate was situated, and without having revoked said Will so far as known to affiant.

Francis H. Young

SWORN to and subscribed before me this 6th day of April, A. D. 1954, in open Court.

A. J. Barnett, Clerk

Denton County

By Theta Parker, Deputy

SEAL

ENDORSED NO. 4844 PROOF OF WILL In County Court of Denton County, July Term, 1954
Estate of Myrtle Brownlow, Deceased.

FILED Aug. 6, 1954 A. J. Barnett, Clerk, Co. Court, Denton County, Texas By Theta Parker, Deputy

NO. 4844

PROOF OF WILL

THE STATE OF TEXAS)
COUNTY OF DENTON)

ESTATE OF
MYRTLE BROWNLOW, DECEASED

PROOF OF LAST WILL AND TESTAMENT OF MYRTLE BROWNLOW, DECEASED.

This day personally appeared in open Court Veneta Onley Young who, being duly sworn as a witness in the above entitled matter, and examined on behalf of the applicant to prove said Will, says: I was well acquainted with Myrtle Brownlow, deceased, during her life time; I knew the above decedent for about seven years before her death; the signature of the said deceased to the instrument now shown to me, and offered for probate as her last Will and Testament, filed in this Court on the 6th day of July A. D., 1954, and bearing date on the 1st day of April, A. D. 1953, was made by the deceased on said last named date at Denton, Texas, in presence of myself Veneta Onley Young and Francis H. Young, the other subscribing witness; all of said witnesses being over the age of fourteen years. At the time of the making of said Will the

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testator was of sound and disposing mind and memory, and she declared the said Will so made by her to be her last Will and Testament, and I thereupon signed my name as a witness, together with Francis H. Young at the request of the said testator, in her presence and in the presence of each other. The said deceased at the time of the execution of said instrument was 77 years of age; the said Myrtle Brownlow departed this life on the 2nd day of July, A. D., 1954, about one year after making said Will in the County of Denton in the State of Texas, where and at which time her residence and principal estate was situated, and without having revoked said Will so far as known to affiant.

Veneta Onley Young

SWORN to and subscribed before me this 6th day of August, A. D. 1954, in open Court.

A. J. Barnett, Clerk

SEAL

Denton County

By Theta Parker, Deputy

ENDORSED NO. 4844 PROOP OF WILL In County Court of Denton County, July Term, 1954
Estate of Myrtle Brownlow, Deceased
FILED Aug. 6, 1954 A.J. Barnett, Clerk, Co. Court, Denton County, Texas By Theta Parker, Deputy

NO. 4844

THE STATE OF TEXAS

COUNTY OF DENTON

KNOW ALL MEN BY THESE PRESENTS: That I, Myrtle Brownlow of the City of Denton, Denton County, Texas, being of sound and disposing mind and memory, do hereby make, declare and publish this my last will and testament, hereby revoking all wills and codicils be me at any time heretofore made.

1. I will and direct that at the time of my death, I be given a christian like funeral suitable to my circumstances and station in life and that my just debts, including funeral expenses and expenses of my last illness be paid by my executrix hereinafter appointed, as soon after my death as can conveniently be done without any undue sacrifice of my property.

2. After the payment of my just debts, funeral expenses and expenses of my last illness, I will, give, and bequeath unto Maud Evans, Madie Taylor, Ford Raines, J. C. Raines, Paye Goodman, and Helen Kile Perham one (\$1.00) dollar each to be paid to them in cash.

3. I will and direct that after the payments hereinbefore provided for, my executrix pay to W. D. Moore, Eye, Ear, and Nose Hospital, Dallas, Texas, the sum of Four Hundred and Fifty and No/100 (\$450.00) dollars, and that she pay to the Denton Hospital and Clinic in Denton, Seven Hundred Fifty and No/100 (\$750.00) Dollars.

4. I will, give and bequeath all of the residue of my estate remaining after the payment of the foregoing amounts to Hazel Raines, Jerry Brownlow, and Kelly Mack Brownlow to be shared by them in equal portions.

5. I hereby nominate, constitute, and appoint Hazel Raines, Executrix of this my last Will and Testament, and direct that no bond or other form of security be required of her as such and that the courts take no further action hereon than to admit this Will to probate and record and to cause a return of an inventory appraisement and list of claims as provided by law.

6. It is my Will and I so order and direct and empower my said executrix to sell and to dispose of any and all of my estate of whatever nature or property it may consist and where

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ever situated, for such price and on such terms as she may deem to be to the best interest of my estate, and to execute and deliver any and all deeds, transfers, or other instruments Necessary or that may be required in the sale of such property and to receive the consideration had for properties sold, and if sales are made for part-cash, part on time, to collect, and to endorse, transfer, and release any vendor's liens notes or deeds of trust that may be made in the closing of the sale of any of my property.

In Testimony whereof, I have signed my name hereto in the presence of my attesting witnesses, who at my request and in my presence and in the presence of each other, sign their names hereto, on this the 1st day of April, A. D. 1953.

Myrtle Brownlow
Testatrix

The above instrument was herenow subscribed by Myrtle Brownlow, the Testatrix, in our presence, and we at her request and in her presence and in the presence of each other, sign our names hereto as Attesting witnesses on the date above written.

Veneta Onley Young
Francis H. Young, Attesting Witnesses

Add to Par. 2
Mrs. C. W. Brownlow \$1.00
Mrs. Vernon Brownlow \$1.00
Strike out Par. 3

Signed: Myrtle Brownlow
April 1, 1953, Witness: Veneta Onley Young
Francis H. Young

ENDORSED NO. 4844 WILL Myrtle. Brownlow
FILED Jul.6, 1954 A.J. Barnett, Clerk, Co.Court, Denton County, Texas By Theta Parker, Deputy

NO. 4844

ESTATE OF MYRTLE BROWNLOW, DECEASED IN THE COUNTY COURT OF DENTON COUNTY, TEXAS

On this the 6 day of August, A. D. 1954, came on to be considered the Petition of Hazel Raines for the probate of a certain instrument in writing alleged to be the last Will and Testament of Myrtle Brownlow, deceased, now produced in Court and the evidence, a statement of which is filed in this case, being heard and fully considered by the Court, the Court is of the opinion and finds that Myrtle Brownlow is deceased; that she died on the 2nd day of July, A. D. 1954, in Denton, Denton County, Texas; that at the time of her death she was seized and possessed of both real and personal property situated in Denton County, Texas; that the decedent was a bona fide citizen of the City of Denton in Denton County, Texas; that due and legal notice and citation of the application to probate said Will had been duly served for the length of time required by law; that this Court has jurisdiction of the probate and administration of the Will and estate of the said decedent; that the written instrument now produced in Court is the last Will and Testament of Myrtle Brownlow; that said Will was duly and legally executed by the said decedent in the presence of Veneta Onley Young and Francis H. Young, attesting witnesses, and that the said Myrtle Brownlow was more than twenty-one (21) years of age at the time she executed said Will and that said witnesses were more than fourteen (14) years of age at the time they witnessed the decedent's Will; that the said decedent at the time of the execution

of said Will was of sound and disposing mind and memory, and it further appearing to the Court that said Hazel Raines is named and appointed in said Will as executrix thereof and that she is not disqualified therefor, and it further appearing to the Court that the said Will directs that no bond or other security be required of her as such executrix and that no proceedings be had in this Court other than to prove and admit her said Will to probate and record, and that said Will is valid and is proven by competent testimony and is entitled to record in this Court as the last Will and Testament of the decedent, Myrtle Brownlow.

And it further appearing to the Court that W. R. Yeary, E. M. Barnes, and J. M. Savage, are citizens of Denton County, Texas, and disinterested persons in said estate, it is therefore ordered that they or any two (2) of them be and are hereby appointed to appraise the estate both real and personal of the said Myrtle Brownlow, deceased, and to make and return into this Court an inventory and appraisement of said estate.

It is therefore ordered, adjudged, and decreed by the Court that said last Will and Testament of the said Myrtle Brownlow, deceased, is hereby admitted to probate and record, and the testimony in proof of said Will shall be recorded in the minutes of this Court.

It is further ordered by the Court that letters testamentary thereof be granted to the said Hazel Raines without bond, she having first taken the required oath as executrix of the estate of said decedent.

Jack W. Gray
Judge, County Court, Probate
Division, Denton County, Texas

ENDORSED NO. 4844 Estate of Myrtle Brownlow, Deceased ORDER PROBATING WILL

NO. 4720

GUARDIANSHIP OF LEM
FRANKLIN MOON, A PERSON
OF UNSOUND MIND

IN THE COUNTY COURT OF
DENTON COUNTY, TEXAS

TO THE HONORABLE JACK W. GRAY, JUDGE OF SAID COURT:

CORRECTED REPORT OF SALE OF REAL ESTATE

Mrs. Ruby Leona Jones Moon, Guardian of said incompetent, would respectfully report that, in obedience to an Order of this Court made and entered in said guardianship on the 17th day of August, 1953, and now appearing of record in Volume 71, Page 143, of the Probate Minutes of such Court, she sold in accordance with such order of sale at private sale on the 24th day of August, 1953, at Denton, Texas, in said County where this guardianship is pending, the said tract of land described in said Order of Court, to-wit:

All that certain lot or parcel of land situated in the City of Denton, Denton County, Texas, being a part of Lot No. 1 in Block No. 5 of the Wattam Addition to the City of Denton, Texas, and described by metes and bounds as follows, to-wit:

BEGINNING at the SEC of said lot No. 1;

THENCE west with the south line of Lot No. 1 a distance of 204 1/2 feet, more or less,

to the southeast corner of a certain lot conveyed by Mrs. Ruby Moon to J. T. Jones by deed shown of record in Vol. 322, Page 205, Deed Records of Denton County, Texas;

THENCE north 55 1/2 feet, more or less, with the east line of said J. T. Jones lot to

the southwest corner of a certain lot conveyed by Mrs. Ruby Moon and husband, L.F. Moon,

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Sworn to and subscribed before me, this 29th day of October A. D. 1954.

SEAL

Jimmy S. Underwood

Notary Public, Denton County, Texas

I do solemnly swear that the foregoing Inventory and List is a full and complete inventory and list of the Property and Claims of Theron J. Fouts, deceased, that have come to my knowledge.

Leslie Vann Fouts, Ex'r

Sworn to and subscribed before me, this 29th day of October, A.D. 1954.

SEAL

Jimmie S. Underwood, Notary Public

Denton County, Texas

ENDORSED NO. 4862 Estate of Theron J. Fouts, Deceased Leslie Vann Fouts, Ex'r.

INVENTORY AND APPRAISEMENT AND LIST OF CLAIMS

FILED Oct 29, 1954 A.J. Barnett, Clerk, Co. Court, Denton County, Texas By Theta Parker, Deputy

NO. 4862

ORDER APPROVING INVENTORY, APPRAISEMENT AND LIST OF CLAIMS

ESTATE OF THERON J. FOUTS, IN COUNTY COURT OF DENTON COUNTY, TEXAS, SITTING FOR PROBATE BUSINESS OCTOBER TERM, A. D. 1954.

This, the 29th day of October, 1954, came on to be considered the report of the inventory, appraisement and list of claims of the estate of Theron J. Fouts, Deceased, made by R. W. Bass, W. C. Orr, Jr., and Len Henderson, who have heretofore been appointed by the court to appraise said estate, and the court having examined the same, it is ordered by the court that said report be and it is hereby in all respects approved.

Jack W. Gray

County Judge

Denton County, Texas

ENDORSED NO. 4862 Estate of Theron J. Fouts, Deceased

ORDER APPROVING INVENTORY, APPRAISEMENT AND LIST OF CLAIMS

NO. 4864

ESTATE OF MYRTLE BROWNLOW, DECEASED

HAZEL RAINES, EX'R

IN COUNTY COURT,

DENTON COUNTY, TEXAS

INVENTORY AND APPRAISEMENT OF THE ESTATE

Of Myrtle Brownlow, deceased, produced before the undersigned Appraisers, on the 10th day of August, A. D. 1954 by Hazel Raines, Ex'r of the Estate of said Myrtle Brownlow, deceased.

SEPARATE PROPERTY OF SAID DECEASED:

Four 4-room Apartment House (frame) at 815 North Locust Street, City and County of Denton, State of Texas

Four (4) Frame Garages

20000.00

Apartment No. 1, South Lower:

Mahogany bedroom suite:

1. Double bed

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- 2. Dresser
- 3. Chest
- 4. Mahogany twin bed
- 5. Roll away bed

Living room:

- 1. Desk
- 2. Rocker
- 3. Chair
- 4. Coffee Table
- 5. Two (2) end tables
- 6. Mahogany table
- 7. Couch
- 8. Rug and pad

Kitchen

- 1. Stove
- 2. Refrigerator
- 3. Dinette Suite

Total Value of Property 465.00

Apartment No. 2, North Lower:

Living Room:

- 1. Chair and couch
- 2. Desk
- 3. Coffee table

Bed Room

- 1. Maple suite: 1. Dresser
- 2. Bed
- 3. Chest

Breakfast Room suite

Stove and refrigerator

Total 120.00

Apartment No. 3, South Upper:

Living Room

- 1. Couch and chair

Bedroom suite: 1. Bed

- 2. Chest
- 3. Dresser

Breakfast room suite

stove

Refrigerator

Total 70.00

Apartment No. 4, North Upper:

Living room:

- 1. Two (2) couches
- 2. Chair
- 3. Table

Bedroom

- 1. Chest
- 2. Bed

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3. Two (2) tables
 Breakfast room suite
 Stove and refrigerator
 fourteen (14) Gas heaters
 One (1) Chest, plated silver ware;
 One (1) Presto cooker;
 One (1) Electric coffee maker;
 One (1) Electric clock;
 One (1) Set Wear-ever Aluminum;
 One (1) Set China
 One (1) Glassware
 Two (2) Wool Comforts
 One (1) Wool Blanket
 Table Linens
 Bed Linens
 Total 70.00
 Personal 150.00
 Total Personal 875.00
 TOTAL VALUE OF EROPERTY 20875.00

We, the undersigned appraisers, do solemnly swear that the foregoing is a full and fair appraisalment of the Estate of Myrtle Brownlow, deceased, produced before us by Hazel Raines, Ex'r.

R. M. Barnes
 J. E. Savage
 W. R. Yeary, Appraisers

Sworn to and subscribed before me, this 17th day of September A. D. 1954.

James R. Wiley
 Notary Public
 Denton County, Texas

SEAL

LIST OF CLAIMS

Denton County National Bank, Denton, Texas 2120.00

I do solemnly swear that the foregoing Inventory and List is a full and complete inventory and list of the Property and Claims of Myrtle Brownlow, deceased, that have come to my knowledge.

Hazel Raines, Executrix

Sworn to and subscribed before me, a Notary Public, on this the 23rd day of September, A.D. 1954.

James R. Wiley
 Notary Public, Denton County, Texas

SEAL

ENDORSED NO. 4844 Estate of Myrtle Brownlow, Deceased, Hazel Raines, Ex'r

INVENTORY AND APPRAISEMENT AND LIST OF CLAIMS

FILED Sep 23, 1954 A.J. Barnett, Clerk, Co. Court, Denton, Texas

NO. 4844

OATH OF EXECUTOR

THE STATE OF TEXAS
 COUNTY OF DENTON

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I do solemnly swear, that the writing which has been offered for probate is the last will of Myrtle Brownlow, so far as I know or believe, and that I will well and truly perform all the duties of executor of said will of the estate of Myrtle Brownlow, deceased.

Hazel Raines

Sworn to and subscribed before me, this 23 day of September, A. D. 1954.

SEAL

James R. Riley

Notary Public, Denton County, Texas

ENDORSED NO. 4844 OATH OF HAZEL RAINES, INDEPENDENT EXECUTRIX
FILED Sep 23, 1954 A. J. Barnett, Clerk, Co. Court, Denton County, Texas

NO. 4844

ORDER APPROVING INVENTORY, APPRAISEMENT AND LIST OF CLAIMS

ESTATE OF MYRTLE BROWNLOW, IN COUNTY COURT OF DENTON COUNTY, TEXAS, SITTING FOR PROBATE BUSINESS
OCTOBER TERM, A. D. 54.

This, the 30th day of October, 1954, came on to be considered the report of the inventory appraisement and list of claims of the estate of Myrtle Brownlow, Deceased, made by R. M. Barnes, J. E. Savage, and W. R. Yeary, who have heretofore been appointed by the court to appraise said estate, and the court having examined the same, it is ordered by the court that said report be and it is hereby in all respects approved.

Jack W. Gray

County Judge, Denton County, Texas

ENDORSED NO. 4844 Estate of Myrtle Brownlow, Deceased
ORDER APPROVING INVENTORY, APPRAISEMENT AND LIST OF CLAIMS

NO. 4861

ESTATE OF PATRICIA MARIA FITCOCK, DECEASED
ROBERT W. FITCOCK, ADM'R

IN COUNTY COURT,
DENTON COUNTY, TEXAS

INVENTORY AND APPRAISEMENT OF THE ESTATE

Of Patricia Maria Pitcock, deceased, produced before the undersigned Appraisers, on the 12th day of October, A. D. 1954, by Robert W. Pitcock, Adm'r of the Estate of said Patricia Maria Pitcock, deceased.

SEPARATE PROPERTY OF SAID DECEASED:

Real Estate:

None

PERSONALITY:

Chose in action, consisting of a lawsuit pending in Germany, growing out of the death of the husband of the deceased, which has since the death of the decedent been reduced to judgment and the amount received by decedent's estate being the sum of . . . 5,079.55
Amount received from the award made in said judgment to Susan Maria Pitcock,
a minor, 7,309.60

Personal effects of the deceased, including television set, certain books and

Handwritten signature and numbers

ENDORSED NO. 4829 Estate of Louis J. Bourdon, Deceased Erna L. Hall, Ex'or.
INVENTORY AND APPRAISEMENT AND LIST OF CLAIMS
FILED Nov 15, 1954 A.J. Barnett, Clerk, Co. Court, Denton County, Texas By Theta Parker, Deputy

No. 4829

ORDER APPROVING INVENTORY, APPRAISEMENT AND LIST OF CLAIMS

ESTATE OF Louis J. Bourdon, In County Court of Denton County, Texas, Sitting for Probate
Business, November Term, A. D. 1954.

This, the 12th day of November, 1954, came on to be considered the report of the inventory,
appraisement and list of claims of the estate of Louis J. Bourdon, made by R. M. Barnes, J. E.
Savage and J. E. Kimbrough, who have heretofore been appointed by the court to appraise said
estate, and the court having examined the same, it is ordered by the court that said report be
and it is hereby in all respects approved.

Jack W. Gray
County Judge
Denton County, Texas

ENDORSED NO. 4829 Estate of Louis J. Bourdon, Deceased
ORDER APPROVING INVENTORY, APPRAISEMENT AND LIST OF CLAIMS

NO. 4844

CERTIFICATE OF COUNTY JUDGE WHERE NO
INHERITANCE TAX IS DUE

THE STATE OF TEXAS)
COUNTY OF DENTON) IN RE: ESTATE OF
MYRTLE BROWNLOW, DECEASED

Received
State Comptroller
Nov. 26, 1954
12 RWA
Austin, Texas
Date Received

On this the 24th day of November, 1954, came on to be seen, heard and considered for final
determination the amount of Inheritance Tax due the State of Texas by the Estate of Myrtle
Brownlow, Deceased, and by the heirs and devisees under the Will of said decedent, and having
duly examined and duly considered the inventory and reports filed herein by the Executors of
said Estate as well as the Will of said Myrtle Brownlow, Deceased, I find that under the laws
of the State of Texas that there is no Inheritance Tax due said State by either the heirs, or
devisees of said Myrtle Brownlow, Deceased, and that this finding and conclusions be certified
to the Comptroller of Public Accounts of the State of Texas as well as entered upon the Minutes
of this Court.

Jack W. Gray
County Judge
Denton County, Texas

November 26, 1954
SEAL

APPROVED: Robert S. Calvert
Comptroller of Public Accounts

ENDORSED NO. 4844 Estate Myrtle Brownlow, Deceased
FILED Nov. 30, 1954 A.J. Barnett, Clerk, Co. Court, Denton County, Texas By Theta Parker, Deputy

CERTIFICATE AS TO INHERITANCE TAX

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BOND AND OATH OF EDNA L. HALL

Filed Jul 2, 1954 A.J. Barnett, Clerk, Co. Court, Denton County, Texas By Theta Parker, Deputy

NO. 4544

THE STATE OF TEXAS

IN THE COUNTY COURT

COUNTY OF DENTON

DENTON COUNTY, TEXAS

TO THE HONORABLE JACK GRAY, JUDGE OF SAID COURT:

Now comes your petitioner, Hazel Raines, by attorney and respectfully shows to the Court that petitioner is a resident of Denton County, Texas, and that Myrtle Brownlow, who resided at Denton in Denton County, Texas, is dead; that she died on the 2nd day of July, A. D. 1954, in Denton, Denton County, Texas; that the deceased at the time of her death was an actual bona fide resident citizen of Denton County, Texas, where her estate is located.

II.

That at the time of her death the said Myrtle Brownlow was seized and possessed of real and personal property of the approximate value of Eighteen Thousand and NO/100 Dollars (\$18,000.00) and left a written Will duly executed and herewith filed in which your petitioner was appointed executrix.

III.

That your petitioner is not disqualified by law from accepting letters testamentary.

IV.

That the said Myrtle Brownlow was more than twenty-one (21) years of age at the time she executed her said Will.

V.

That the said Myrtle Brownlow in the execution of her said Will appointed and constituted your petitioner executrix thereof without bond for her legal performance of the same and further provided that no further action be had or taken by the Probate Court other than to probate her said Will and to make, return and file an inventory and appraisal of her said estate, with a list of claims.

VI.

That her said Will was executed on the 1st day of April, A. D. 1953, in the presence of Veneta Onley Young and Francis H. Young; that the said Myrtle Brownlow after the execution of her said Will and on April 1, 1953, made a codicil to her said Will written in her own hand by which she added to paragraph II of her said Will a bequest of One and NO/100 (\$1.00) to Mrs. C. W. Brownlow and a bequest of One and NO/100 (\$1.00) to Mrs. Vernon Brownlow and struck out paragraph III of her said Will, thereby eliminating from the provision of said Will bequest made to W. D. Moore, Mye, Mar and Nose Hospital, Malias, Texas, and the bequest made to the Denton Hospital and Clinic in Denton, Texas; that the said codicil written in the handwriting of Myrtle Brownlow was witnessed by Veneta Onley Young and Francis H. Young.

Wherefore, your petitioner prays the Court that Citation be issued to all parties interested in said estate as required by law and that the said Will be admitted to probate and record, that letters testamentary be issued to your petitioner and that such other and further orders be made herein as to the Court may seem proper.

Hazel Raines

By James R. Wiley, Attorney

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[Faint, mostly illegible text, likely the body of a legal instrument or contract.]

The note hereby secured is payable in monthly installments of \$30.00 each, including principal and interest, the first installment being due and payable on or before the first day of April, A. D. 1955, and one like installment being due and payable on or before the first day of each succeeding month thereafter until said note, principal and interest, is fully paid, bearing interest from date at the rate of 6% per annum, and containing the usual default and ten per cent attorney's fee clauses.

WITNESS OUR HANDS AND SEAL this 22nd day of February, A. D. 1955.

Hazel E. Raines
 Jerry D. Brownlow

Dortha Jean Brownlow
 Kelly Mack Brownlow
 By: Jerry Donald Brownlow Attorney-in-Fact

THE STATE OF TEXAS

Dallas

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Jerry D. Brownlow, 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 22nd day of February, A. D. 1955.

Seal Maureen Ford Dallas

THE STATE OF TEXAS

Dallas

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Dortha Jean Brownlow, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22nd day of February, A. D. 1955.

Seal F. M. Ford Dallas

THE STATE OF TEXAS

THE STATE OF TEXAS | COUNTY OF DENTON | BEFORE ME, the undersigned, a Notary Public, in and for said County, Texas, on this day personally appeared Hazel E. Raines, a feme sole, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22nd day of February, A. D. 1955.

Seal Janice Dobbs, Notary Public, Denton County, Texas.

THE STATE OF TEXAS | COUNTY OF DALLAS | BEFORE ME, the undersigned, a Notary Public, in and for said County, Texas, on this day personally appeared Jerry Donald Brownlow, Attorney-in-Fact for Kelly Mack Brownlow, 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 22nd day of February, A. D. 1955.

Seal Maureen Ford, Notary Public, Dallas County, Texas.

RECORDED AND INDEXED this 24th day of February, A. D. 1955, at 2:50 P.M.

Recorded: April 25, 1955, at 2:20 P.M.

J. J. Burnett
 Notary Public

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All that certain lot, tract or parcel of land situated in the City and County of Denton, State of Texas, and being a part of the B.S.L. & G.R.R. Company Survey, and a part of Block No. 2 of the Ferguson Addition to the City of Denton, Texas, and more fully described as follows, to-wit:

BEGINNING at the northeast corner of a lot described in a deed recorded in Volume 105, page 425, Deed Records of Denton County, Texas;

THENCE North on the west base line of North Leavitt Street, 60 feet for corner;

THENCE West 160 feet for corner;

THENCE South 60 feet for corner, same being the northwest corner of the former Sam Gary Lot;

THENCE East 160 feet to the place of beginning, and being the same property as that conveyed to Myrtle Brownlow by Mrs. A. E. Wilkerson and husband, C. J. Wilkerson, by deed dated November 23, 1912, and recorded in Volume 127, page 3, Deed Records of Denton County, Texas

TO HAVE AND TO HOLD all and singular the above described premises and property, and all personal, real and immovable estate therein, together with the right and appurtenances thereto, unto the heirs, assigns and assigns forever of the said Beulah A. Dane.

Beulah A. Dane

To have the Federal Reserve Bank and Trust Company of Texas, Trust Company of Texas, a corporation organized and doing business under the laws of the United States of America, as trustee and assignee of the said Beulah A. Dane, the sum of Twenty Three Hundred and No/100 Dollars, to-wit: \$2,300.00.

Twenty Three Hundred and No/100

\$2,300.00

That certain promissory note dated February 23, 1915, executed by Myrtle Brownlow, acting by and through Hazel B. Raines, Attorney-in-Fact, being in the principal sum of \$2,000.00, payable to the order of Denton County National Bank of Denton, Denton Texas, on or before one year after date, set out and described in a deed of trust of even date with said note; and the balance represents money this day loaned by said Association to the grantors; said note and the liens securing the payment of the same, for a valuable consideration paid, having been transferred and assigned by said Bank to said Association, the deed of trust above mentioned having heretofore been filed for record in the office of the County Clerk of Denton County, Texas,

Witness my hand and seal this 21st day of February, 1915, at Denton, Texas.

[Faint signature and notary text]

55-212255-185/13

[Handwritten initials]

THE STATE OF TEXAS

COUNTY OF DENTON

BEFORE ME, the undersigned authority,

In and for said County, Texas, on this day personally appeared Walter S. Dankesreiter and Mary Lou Dankesreiter

his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and considerations therein expressed, and the said Mary Lou Dankesreiter wife of the said Walter S. Dankesreiter having been

examined by me privately and apart from her husband, and having the same fully explained to her, she, the said Mary Lou Dankesreiter 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 14 day of JULY A.D. 1961

(L.S.) [Signature] Notary Public DENTON County, Texas

My Commission Expires June 1 1963

Chas. W. Cook, Notary

FILED FOR RECORD: 14 day of July A.D. 1961 at 10 o'clock A.M.
RECORDED: 14 day of July A.D. 1961 at 10 o'clock A.M.
J.W. [Signature] County Clerk, Denton County, Texas

170 - DEED OF TRUST

TEXAS GRANTOR FORM

The State of Texas,
County of DENTON

Know All Men by These Presents: #5707

That I, JERRY D. BROWNLOW

of Dallas County, Texas, hereinafter styled parties of the first part, (and considered in the plural sense whether one or more) in consideration of the sum of two hundred and no/100 part, by ERNEST AVERY Trustee, party of the second part, of Dallas County, Texas, the receipt whereof is hereby acknowledged, and of the further consideration, uses, purposes and trusts herein set forth and declared, have granted, bargained, sold, aliened, conveyed and confirmed, and by these presents do grant, bargain, sell, alien, convey and confirm, unto the said party of the second part, and also to the Substituted Trustee, as hereinafter provided, all of the following described property, lying and situated in the County of Denton in the State of Texas, to wit: being more particularly

described as follows:

lying and situated in the County of Denton, State of Texas, and being that real property and four (4) room apartment house (frame), located at the address known as 815 North Locust Street, City and County of Denton, State of Texas

together with all improvements thereon, or hereafter to be placed thereon, and all and singular the rights and appurtenances thereto in anywise incident or appertaining.
TO HAVE AND TO HOLD unto the said party of the second part, and to his successors and his and their assigns unto the said Trustee and to the Substituted Trustee, and to the assigns of any Trustee hereunder, against all persons who never lawfully claiming or to claim the same or any part thereof for and upon the following trusts, terms and conditions, to-wit:

7/21/61 6/19/61 215/71

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THE STATE OF TEXAS,
COUNTY OF DENTON.

THIS CONTRACT made and entered into by and between Basil J. Raines, a feme sole, and the other of party hereto,

R. E. Jennings, Parties of the First Part, and
Party of the Second Part, all of Denton County, Texas

WITNESSETH:

Party of the Second Part hereby contracts and agrees to build, construct and complete, according to the plans and specifications this day agreed upon by Parties hereto, and to furnish and provide all labor and material to be used in the construction and erection thereof, certain improvements for Parties of the First Part to be situated upon the following described premises, which premises Parties of the First Part hereby declare they own in fee simple, free and clear of any liens and encumbrances recorded or unrecorded, except as herein provided, same being in Denton County, Texas, to-wit:

All that certain lot, tract or parcel of land situated in the City and County of Denton, Texas, a part of the S. E. B. & C. R. R. Co. Survey, and a part of Block No. 2 of the FERGUSON ADDITION to the City of Denton, Texas, and more fully described as follows, to-wit: BEGINNING at the northeast corner of a lot described in a deed recorded in Vol. 105, page 428, Deed Records of Denton County, Texas; THENCE North on the west base line of North Locust Street 60 feet for corner; THENCE West 160 feet for corner; THENCE South 60 feet for corner; THENCE West 160 feet for corner of the former San Gary lot; same being the place of beginning, and being the same property as that conveyed to Myrtle Brownlew by Mrs. A. E. Wilkerson and husband, C. J. Wilkerson, by deed dated November 23, 1912, recorded in Volume 127, page 33, Deed Records of Denton County, Texas.

The work to be done and performed hereunder is to canvas and paper four rooms, hall and bath in each of two apartments, and paint all wood-work in each of said apartments located on the above described property.

Parties of the First Part in consideration of the foregoing hereby agree to pay to Party of the Second Part the sum of --FOUR HUNDRED SEVENTY-ONE and 38/100ths ---- DOLLARS as follows:

Said sum of \$471.38 being evidenced by one certain promissory mechanic's lien note, executed by Parties of the First Part, payable to the order of Party of the Second Part on or before 90 days after date, bearing interest at the rate of 6 per cent. per annum from date until paid, payable with principal

all past due principal and interest bearing interest from maturity until paid at the rate of ten per cent per annum, and providing for ten per cent attorney's fees on the amount of principal and interest due thereon, if placed in the hands of an attorney for collection, or if collected through the Probate Court or other judicial proceedings, and to secure the prompt payment of said indebtedness and notes a valid and subsisting lien is hereby created, for the benefit of Party of the Second Part, upon the hereinbefore described real estate and all improvements, additions, fixtures and appurtenances now thereon or hereafter to be placed thereon.

And Parties of the First Part to SECURE AND ENFORCE THE PAYMENT OF SAID INDEBTEDNESS and of the further consideration, uses, purposes and trusts herein set forth and declared, have Granted, Bargained and Sold, and by these presents do Grant, Bargain, Sell, Alien, Convey and Confirm, unto Wallace C. Sparkman, As Trustee,

party of the third part, and also to the Substitute Trustees, as hereinafter provided, all of the hereinbefore described real estate and improvements.

TO HAVE AND TO HOLD the said premises unto the said party of the third part, and to his successors and assigns forever, hereby covenanting and agreeing to FOREVER WARRANT AND DEFEND the premises aforesaid, and every part thereof, unto the said Trustee, hereinbefore named, and to the Substitute Trustees, and to the assigns of any Trustee hereunder, against all persons whosoever lawfully claiming or to claim the same for and upon the following Trusts, Terms, Conditions and Covenants to-wit: That whereas the said parties of the first part are justly indebted to party of the second part herein, as evidenced by the hereinbefore mentioned indebtedness and notes.

Now, should the parties of the first part make a prompt payment of said indebtedness, both principal and interest, as the same shall become due and payable, then this conveyance shall become null and void and of no further force and effect, and shall be released by the holder of said indebtedness, such release to be at the expense of said parties of the first part. But should the parties of the first part make default in the punctual payment of said indebtedness, or any part thereof, principal or interest, as the same shall become due and payable, or fail to pay on the same shall become due and payable, all taxes and special assessments, either State, County, Municipal or otherwise, now chargeable to or assessed against or hereafter chargeable to or assessed against the hereinbefore described property, or fail to keep at all times the improvements on said property insured against fire and tornado in favor of any holder of the indebtedness hereby secured (who shall hold the policies of insurance) in the full insurable value of such improvements in solvent and reputable insurance companies acceptable to the holder of said indebtedness, or fail to keep said improvements in good condition and repair, or permit them, or do or permit to be done any act or thing that would tend to depreciate the value of the hereinbefore described property, or fail to pay, as the same shall become due and payable, all taxes that shall be chargeable to or assessed against this mortgage and the note or notes hereby secured, which tax payments on this mortgage and the note or notes hereby secured, together with the interest payments, are not to exceed 20% per annum on the principal amount of the indebtedness hereby secured, then, and in any such case, the holder of said indebtedness hereby secured remedies unpaid shall at the option of the party of the second part, or other holder thereof, immediately enforce and receive payment, and shall there-

3/26/16 32/583

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...and the said party of the second part, and of the execution of the same, in the event of the said party of the second part, or other holder of the indebtedness hereby secured, or any part thereof (which request is hereby presumed), to enforce this Trust; and after advertising the same, place and terms of the sale of all the heretofore conveyed and described property for at least twenty-one days consecutively next before the day of the sale by posting up written or printed notices Current at three public places in ... County, Texas, and of which shall be at the court house door of said county, which notices may be posted by the Trustee acting or by any other person, to sell the same in accordance with such advertisement, at public auction, in front of the door of the court house of ... County, in the State of Texas, on the first Tuesday in any month, between the hours of 10 o'clock a.m. and 4 o'clock p.m., to the highest bidder for cash—saying all the property above conveyed as an entirety or in parcels, as the Trustee acting may deem just—and make due conveyance to the purchaser or purchasers, with general warranty, binding the said parties of the first part herein and their heirs and assigns; and out of the money arising from such sale, the Trustee acting shall pay, first, all the expenses of advertising, sale and conveyance, including a commission of five per cent, to himself, and then to the said party of the second part, or any other holder thereof, the full amount of principal, interest and attorney's fees due and unpaid on said indebtedness as heretofore set forth, rendering the balance of the purchase money, if any, in the said parties of the first part, their heirs or assigns; and said sale shall forever be a perpetual bar against the said parties of the first part, their heirs and assigns. And said party of the second part, or other holder of the indebtedness, shall have the right to purchase at such sale, being the highest bidder.

It is expressly understood and agreed that the recitals in the conveyance to the purchaser at said sale shall be full evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be conclusively presumed to have been performed, and such sale and conveyance shall be conclusive against the parties of the first part herein, their heirs and assigns, whether such prerequisites shall have been performed or shall not have been performed.

It is further expressly stipulated and agreed that in case of the absence, death, inability, refusal or failure of the Trustee herein named to act, a successor and substitute may be named, constituted and appointed by the said party of the second part herein, or other holder of said indebtedness, or any part thereof, without other formality than an appointment and designation in writing, and this conveyance shall vest in him, as Trustee, the estate and title in all said premises, and he shall thereupon hold, possess and execute all the title, rights, powers and duties herein conferred on said Trustee herein named, and his conveyance to the purchaser shall be equally valid and effective; and such right to appoint a successor or substitute Trustee shall exist as often and whenever from any of said causes any Trustee, original or substitute, can not or will not act.

It is further expressly stipulated and understood that the lien hereby created shall take precedence over and be a prior lien in any other lien of any character, whether materialman's or mechanic's lien, hereafter incurred on the heretofore described property.

It is further expressly stipulated and agreed that the security herein and hereby provided shall not affect, nor be affected by any other or further security taken or to be taken for the same indebtedness, or any part thereof; and the said parties of the first part hereby declare that the property heretofore mentioned and conveyed to said party of the third part forms no part of any property owned, used or claimed by parties of the first part as exempted from forced sale under the laws of the State of Texas, and disclaim and renounce all and every claim thereto under any such law or laws.

It is further expressly understood and agreed that any removal or attempted removal of the improvements from the heretofore described real property shall, at the option of the holder, mature the entire indebtedness hereby secured and authorize sale under the terms hereof, and the Trustee or any substitute Trustee, or any legal owner and holder of the indebtedness hereby secured, or any part thereof, is authorized to prevent any such removal by injunction or otherwise, and the owner of such property shall pay all costs and expenses incident to any such proceeding.

It is further expressly agreed and understood that in the event the heretofore described property becomes vacant, then and in that event the Trustee herein, or the Substitute Trustee heretofore provided for, may (at the request of the holder of the whole or any part of the indebtedness hereby secured, which request is hereby presumed) take possession of said property and rent same for such rental as he deems proper, and any moneys actually collected as rental less any proper and reasonable cost and expense of collection shall be applied as a credit on the indebtedness hereby secured.

It is further expressly agreed and understood that in the event any other or further improvements than those now situated upon the heretofore described property, or which are herein and hereby contemplated to be placed thereon, are erected or attempted to be erected upon the heretofore described property, or in the event that any mechanic, laborer, or materialman file, or attempt to file or attempt to claim, any lien on the heretofore described property, then, and in the event, the principal, interest and attorney's fees on the indebtedness hereby secured shall, at the option of the holder or owner thereof, immediately become due and payable by said parties of the first part.

It is further expressly agreed and understood that in the event the heretofore described property at any time be and remain vacant for a period of thirty consecutive days, or, in the event said property be sold to a purchaser not assuming the indebtedness unpaid, then and in either event the entire unpaid indebtedness shall, at the option of the holder of the indebtedness unpaid, or any part thereof, mature the entire indebtedness.

It is further expressly agreed and understood that any holder of any part of the indebtedness hereby secured shall have the option of paying taxes and insurance premiums hereunder and in such event the same so expended shall operate as a lien on the property herein described and be secured hereby.

It is further distinctly understood and agreed that should the improvements, herein mentioned to be erected, fail for any reason to be completed, or fail to be completed according to the contract, or all of the labor and material used in erection thereof fail to be provided by Party of the Second Part, that Party of the Second Part or other holder of the heretofore mentioned indebtedness and note shall have a valid and subsisting lien for said contract price, less such amount as work be reasonably necessary to complete said improvements according to plans and specifications.

It is further expressly agreed and understood that the entering by Parties of the First Part into possession of said improvements, or the abandonment by them of completion of the contract as well as any other sufficient proof, shall be conclusive evidence that all duties and obligations of the Party of the Second Part have been fully and completely performed.

This contract is executed and delivered before any labor or material for the erection and completion of said improvements has been furnished.

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EXECUTED this the first day of June, 1961 A.D.

Nazel E. Raines (Hazel E. Raines)
Jerry D. Brownlow (Jerry D. Brownlow)
Dorthea Jean Brownlow (Dorthea Jean Brownlow)

Jerry D. Brownlow Attorney-in-Fact
Dorthea Jean Brownlow Party of the First Part

THE STATE OF TEXAS,
 COUNTY OF DENTON

Party of the Second Part.

BEFORE ME, the undersigned, a Notary Public in and for the State and County aforesaid, on this day personally appeared Nazel E. Raines, a feme sole, and R. E. Jennings, known to me to be the persons whose names subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

GIVEN UNDER my Hand and Seal of Office this the first day of June, 1961
 (Jimmie S. Underwood)
 Notary Public for Denton County, Texas

THE STATE OF TEXAS,
 COUNTY OF DALLAS

BEFORE ME, the undersigned, a Notary Public in and for the State and County aforesaid, on this day personally appeared Jerry D. Brownlow and Dorthea Jean Brownlow, wife of the said Jerry D. Brownlow, personally known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and said Dorthea Jean Brownlow having been examined by me privately and apart from her said husband, and having the same fully explained to her, she, the said Dorthea Jean Brownlow, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN UNDER my Hand and Seal of Office this the first day of June, 1961.
 Notary Public for Dallas County, Texas

THE STATE OF TEXAS,
 COUNTY OF DALLAS

BEFORE ME, the undersigned authority

in and for said County, Texas, on this day personally appeared Jerry Donald Brownlow, Attorney-in-Fact for Kelly Mack Brownlow,

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 the first day of June, 1961.
 (L.S.)
 Notary Public, Dallas County, Texas

FILED FOR RECORD: 26 day of June, A.D. 1961 at 7:20 o'clock P.M.
 RECORDED: 1 day of June, A.D. 1961 at 7:20 o'clock P.M.
 By: A. J. Barnett, Clerk Deputy, Denton County, Texas

Contract for Labor and Materials and Trust Deed

GRACE B. PATTERSON
 MARGUERITE PATTERSON DEWICK
 ALMA PATTERSON
 ATTY ALMA PATTERSON, CAROL PATTERSON, SUE PATTERSON ONLY

Lot 15 - Block 1, Division 2, Colcrest Area of THE CITY OF DENTON, COUNTY OF DENTON, STATE OF TEXAS

THE TOTAL AMOUNT OF THE CONTRACT IS 140.00
 LESS: 46.00
 BALANCE DUE: 94.00
32.15

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The State of Texas

County of Denton

Know All Men by These Presents 3483

That we, Hazel B. Brown, a feme sole, Jerry D. Brownlow, and wife, Beatha Jean Brownlow, and Lolly Mack Brownlow, acting by and through Jerry Donald Brownlow, Attorney-in-Fact, of said County and State, hereafter called grantors of this deed, for and in consideration of the sum of Two and 00/100 (\$2.00) Dollars in hand paid by Wallace C. Sparkman

Whose receipt of which is hereby fully acknowledged and in further confirmation of the fact, covenants and bond hereafter set forth, have GRANTED, SURRENDERED, RELEASED AND CONFIRMED, and do by these presents GRANT, SURRENDER, RELEASE AND CONFIRM unto the said Wallace C. Sparkman, Trustee, and to his executors or assigns in this trust, and to his or their assigns forever, all and singular, the following real property situated in the County of Denton State of Texas, and fully described as follows, to-wit:

All that certain lot, tract or parcel of land situated in the City and County of Denton, State of Texas, and being a part of the BSB & CRR Company Survey, and a part of Block No. 2 of the FERGUSON ADDITION to the City of Denton, Texas, and more fully described as follows, to-wit:

- BEGINNING at the northeast corner of a lot described in a deed recorded in Volume 105, page 428, Deed Records of Denton County, Texas;
- THENCE North on the west base line of North Locust Street, 60 feet for corner;
- THENCE West 160 feet for corner;
- THENCE South 60 feet for corner, same being the northwest corner of the former Sam Gary lot;
- THENCE East 160 feet to the place of beginning,

and being the same property as that conveyed to Myrtle Brownlow by Mrs. A. E. Wilkerson and husband, C. J. Wilkerson, by deed dated November 23, 1912, and recorded in Volume 127, page 33, Deed Records of Denton County, Texas,

together with all improvements now or hereafter placed thereon, including all fixtures, building, plumbing and water supply apparatus, window screens, shades and awnings, and all equipment now or hereafter used on or about said premises, and all rents and profits accrued thereon, or arising therefrom, with full power in said trustee, when so requested by the beneficiary herein, to collect said rents and profits from any tenant or tenants of the premises, any such tenant or tenants being hereby authorized to pay such rents to said trustee upon receipt of written notice from said beneficiary that said grants are in default in any of the obligations hereby undertaken.

TO HAVE AND TO ENJOY all and singular the above described premises and property, real and personal, together with all and singular the rights and appurtenances thereto, in perpetuity belonging unto the said Wallace C. Sparkman Trustee, and to his executors or assigns in this trust and to his or their assigns forever; and the said grants do here by expressly bind themselves, their heirs, assigns, representatives and legal representatives, to Warrant and Forward to said the title to said property and premises, or any part thereof, unto the said trustee and his executors or assigns, and to his or their assigns forever, against any person whatsoever lawfully claiming or to claim the same or any part thereof; and said grants do hereby covenant with said trustee that they are seized and possessors of the fee simple title to said property and fully authorized and empowered to convey the same, and that they will make such further assurance of title as may be necessary to confirm to the said trustee, and to his executors or assigns in this trust, and to his or their assigns, a full and complete title to said property and premises.

This conveyance is intended, however, as a trust for the following purposes:

To secure the Denton Federal Savings and Loan Association of Denton, Texas, a corporation organized and doing business under the laws of the United States of America, its successors and assigns, in the full and prompt payment of the sum of FIFTY HUNDRED FORTY-FOUR AND 35/100th \$54.35 Dollars according to the terms and conditions of certain note or obligations bearing even date herewith, executed by the said grants and payable to the order of said Association of its office in Denton, Texas, in accordance with its reading, tenor and effect, to which said note and obligations reference is here made and the same made a part hereof as though fully copied herein.

And to further secure the prompt and full payment of any and all monies which said Association, its successors or assigns may pay or advance for loans upon and for taxes, assessments and other government charges upon the above described property according to the obligations hereunder set forth, and to further secure the prompt and strict performance of these and all other covenants and stipulations of this trust, and all lawful obligations incumbent upon the said grants, each or either of them, as a member of, or borrower from, said Association under its charter, by-laws, rules and regulations now existing or which may hereafter be lawfully made, amended or changed.

5/12/62 5/12/62 220/128

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It is understood and intended by and between the parties hereto that in the event the obligations hereby secured...

And for the better security of the note and obligator hereinafter described and all amounts payable under the terms and conditions thereof...

That the heretofore described note is secured by conveyance and extension of the balance owing on that certain promissory note dated February 22, 1955...

and recorded in Vol. 32 page 583 of the Mechanic's Lien

records of Denton County, Texas, to which reference is here made for a more complete description of said debt, note and item herein and hereby extended...

The grantors further agree to fully pay and promptly discharge any and all taxes, assessments and other governmental levies of whatever character which shall be made or charged against the above described real estate...

It is further agreed that should default be made in the payment of any monthly installments due upon this note here-by provided for a period of ninety days or in case of a breach of any of the agreements and covenants herein contained...

the each of the months due in Denton County, Texas, of said note between the hours of ten o'clock A.M. and four o'clock P.M. on the first Tuesday in any month...

appointment, or of the request made upon the trustee or his substitute in evidence and execution the power hereby granted, or as to any other preliminary act or thing done or to have been done...

It is further understood and agreed that all covenants and conditions herein provided shall run with the land above described and all subsequent owners of said land or those of any time during the term shall be fully bound by the terms hereof...

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It is further mutually agreed upon that it is the intention of the parties hereto to provide for, and the parties shall have in full and bond to, the payment of interest on the amount of the principal obligation, or any other obligation lawfully incurred and from time to time remaining unpaid and according to terms of the conditions contained only provided for such obligations by law in force in the State of Texas and governing contracts of this nature at the time of execution hereof, and this printed provision shall prevail over any written provision of this instrument, or the note hereon contained, as to such interest rate.

That it is expressly stipulated that said Association, its successors or assigns, may or it may shall accept payment of arrears of principal and interest, or of either, after notice of such arrears, and when such note, in which event said payment shall constitute and be construed as a satisfaction by all parties of this trust deed and the note herein contained, and the abandonment of any note for any reason by the trustee or his successors shall not furnish to the obligee any right to re-advertise said note, in case of continuing default or default thereafter made.

If any part or parts of the foregoing instrument shall be held to be inoperative under the law, all remaining provisions shall remain in full force and effect.

The articles herein provided for the collection of the above described indebtedness and for the enforcement of the same covering the same shall never be construed as a violation of any other method provided by law but shall be cumulative thereof and all rights for the collection of such indebtedness and the enforcement of such same provided by law are hereby expressly reserved to the holder or holders of the said indebtedness hereby assumed as well as any renewal and extension thereof.

If all and every of the obligations of the undersigned be paid as herein provided and agreed to be paid, then this conveyance shall be null and void, and these presents shall be returned in due form of quantum of out, otherwise to continue in full force and effect.

The note hereby secured is payable in monthly installments of \$35.00 each, including principal and interest, the first installment being due and payable on or before the first day of April, 1962, and one like installment being due and payable on or before the first day of each succeeding month thereafter until said note, principal and interest, is fully paid, bearing interest from date at the rate of 6% per annum and containing the usual default and attorney's fee clauses.

WITNESS my hand, this the 9th day of March A.D. 1962.
Dorthea Jean Brownlow
Kelly M. Brownlow
By: Jerry Donald Brownlow
Attorney-in-Fact

Before me, the undersigned authority, a Notary Public in and for Denton County, Texas, on this day personally appeared Jerry D. Brownlow individually and as Attorney-in-Fact for Kelly Jack Brownlow, 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, individually and in the capacity therein specified.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 9th day of March, A.D. 1962.
(Jimmie S. Underwood)
Notary Public in and for Denton County, Texas

The State of Texas,
County of DALLAS
Before me, the undersigned authority, a Notary Public in and for Dallas County, Texas, on this day personally appeared Dorthea Jean Brownlow, known to me to be the person whose name is subscribed to the foregoing instrument, and having been explained to her the said instrument and the contents thereof and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 27th day of March, A.D. 1962.
Notary Public in and for Dallas County, Texas

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,
COUNTY OF Denton
BEFORE ME, the undersigned authority,
in and for said County, Texas, on this day personally appeared HEROLD E. HAINES, a feme sole,
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 12th day of March, A.D. 1962
(R.E.)
Notary Public, Denton County, Texas
My Commission Expires June 1, 1963

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THE STATE OF TEXAS, } 3544
COUNTY OF Denton } KNOW ALL MEN BY THESE PRESENTS:

Hazel B. Raines, a feme sole, et al
WHEREAS, on the first day of June A.D. 1961

did execute one certain note described as follows: In the principal sum of \$471.38, bearing interest from date at the rate of 6% per annum, payable to the order of R. E. Jennings on or before 90 days after date, and containing the usual attorney's fee clause, which said note, together with the liens securing the payment of the same, have heretofore been transferred and assigned by the said R. E. Jennings to Denton County National Bank of Denton, Denton, Texas, said transfer shown of record in Volume 470, page 579, of the Deed Records of Denton County, Texas,

and which said note is set out and described in a certain mechanic's lien contract executed by Hazel B. Raines, a feme sole, et al to R. E. Jennings and recorded in Volume 32 page 503 Record of mechanic's liens of Denton County, Texas, and secured by the Mechanic's and Materialmen's Lien therein expressed on the following described lot, or parcel of land situated in the County of Denton

State of Texas, to-wit: All that certain lot, tract or parcel of land situated in the City and County of Denton, Texas, a part of the BBB & CTR Company Survey, and a part of Block No. 2 of the FERGUSON ADDITION to the City of Denton, Texas, more particularly described by metes and bounds in the above mentioned mechanic's lien contract,

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Denton County National Bank of Denton, Denton, Texas, a corporation, acting by and through the undersigned the payee and owner and holder of said note, for and in consideration of the sum of OFFICERS,

TEN AND NO/100ths Dollars and other good and valuable considerations it is in hand paid by Denton Federal Savings and Loan Association, a corporation, have sold, transferred and conveyed, and do hereby sell, transfer and convey unto said Denton Federal Savings and Loan Association of the County of Denton, Texas, the said note and said lien and all terms and titles said by it in and to said land.

To have and to hold the same unto the said Denton Federal Savings and Loan Association, its successors, without recourse on the undersigned.

WITNESSETH hand & this 1st day of May A.D. 1962

Attest:
J. T. Savage
Cashier

DENTON COUNTY NATIONAL BANK OF DENTON
By: J. T. Savage
Executive Vice President

SINGLE ACKNOWLEDGMENT
THE STATE OF TEXAS, }
COUNTY OF Denton } BEFORE ME, the undersigned authority,
in and for said County, Texas, on this day personally appeared J. T. Savage, Executive Vice President,
Denton County National Bank of Denton, Denton, Texas, a corporation,

whom 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.

WITNESS MY HAND AND SEAL OF OFFICE, This 1st day of May A.D. 1962
J. E. Temple
County, Texas
My Commission Expires June 1, 1963

577/62

480/702

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DEED OF TRUST - General and Statutes

THE STATE OF TEXAS,

COUNTY OF DENTON

Know All Men By These Presents

1855

THAT WE UNDERSIGNED MARK E. BAKER, JERRY D. BROWNLOW, DOROTHY JEAN BROWNLOW
AND KELLY MACK BROWNLOW

of the County of Denton, State of Texas, in consideration of the debt and trust hereinafter mentioned, have
Granted, Enjoined, Sold and Conveyed, and by these presents do Grant, Enjoin, Sell and Convey unto

Mark Hannah Trustee, and to his successor or successors, in this trust, and to his and their assigns
hereunder hereon, the following described property, situated lying and being in the County of Denton and State of
Texas, to-wit:

All that lot, tract or parcel of land situated in the City and
County of Denton, Texas, and being a part of the SBB & CRR Company
Survey, and a part of Block No. Two (2), of the FERGUSON ADDITION to
the City of Denton, Texas, and more fully described as follows, to-wit:
BEGINNING at the Northeast corner of a lot described in a Deed
recorded in Volume 105, Page 426, Deed Records of Denton County, Texas;
THENCE North on the West base line of North Locust Street 80 feet
for corner;

THENCE West 180 feet for corner;
THENCE South 60 feet for corner, same being the Northwest corner
of the former Sam Gary lot;

THENCE East 160 feet to the PLACE OF BEGINNING, and being the
same property as that conveyed to Myrtle Brownlow by Mrs. A. E. Wilkerson
and husband, C. J. Wilkerson, by Deed dated November 23, 1912, and recorded
in Volume 127, Page 33, Deed Records of Denton County, Texas.

together with all improvements now or hereafter placed thereon, including all fixtures, building, lighting and water supply
apparatus, window curtains, shades and awnings, and all equipment now or hereafter used on or about said premises, and
all rents and profits incident thereto, or arising therefrom, with full power to said trustee, when so requested by the bene-
ficiary herein, to collect said rents and profits from any tenant or tenants of the premises any such tenant or tenants be-
ing hereby authorized to pay such rents to said trustee upon receipt of written notice from said beneficiary that said
payments are in default in any of the obligations here of underwritten.

TO HAVE AND TO HOLD all and singular the above described premises and property, real and personal,
together with all and singular the rights and appurtenances thereto in anywise belonging unto the said trustee, and
to his successors or assigns in this trust and to his or their assigns forever, and the said trustee do hereby c-
ovenant and warrant, their heirs, assigns, administrators and legal representatives, to Warrant and Forever Hold
the title to said property and ~~therein~~ thereof to the said trustee and his successors or assigns, and
to his or their assigns forever, against any person whatsoever lawfully claiming or to claim the same at any part thereof;
and said trustee do specially covenant with said trustee that they are seized and possessed of the fee simple title to said
property and fully authorized and empowered to convey the same, and that they will make such further covenants of title
as may be necessary to confirm to the said trustee, and to his successors or assigns in this trust, and to his or their as-
signs, a full and complete title to said property and premises.

This covenant is intended, however, as a trust for the following purposes:

To secure the North Texas Savings and Loan Association, a corporation of Denton, Denton County Texas, organized
and doing business under the laws of the State of Texas, in the sum of Five Thousand Dollars and no part
of the sum of Five Thousand Dollars and no part of the sum of Five Thousand Dollars as a trustee
according to the terms and conditions of a certain note or obligation, bearing date March 15, 1955, executed by the said
grantors and payable to the order of said Association at its office in Denton, Texas, in accordance with its reading, tenor
and effect, to which said note and obligation reference is here made and the same made a part hereof as though fully
captioned here.

And to further secure the prompt and full repayment of any and all sums which said Association, its successors or
assigns may pay or advance for insurance upon and for taxes, assessments and other governmental levies upon the above
described property according to the obligations hereinafter set forth, and to further secure the prompt and full paymen-
tation of these and all other covenants and obligations of this trust, and all lawful obligations incident upon the said
premises, each or either of them, as a member of, or borrower from, said Association or, as its charter, by-laws, rules and
regulations now existing or which may hereafter be lawfully made, altered or amended.

3/5/63 3/2/63 226/230 58

It is conditioned and understood by and between the parties hereto that in the event the obligation hereby secured is placed in the hands of an attorney for collection, or collected through any court proceedings whatsoever, there shall accrue and become payable as a part of the original obligation as due and unpaid ten per cent of the amount so due and unpaid as attorney's fee.

And for the better securing of the note and obligation hereinabove described and all amounts payable under the same and conditions thereof, the said grantors hereby represent to and covenant with said trustee and the said Association and to his or their successors and assigns with regard to the within described real estate that they have a good and perfect title in fee simple to said property and all improvements thereon situated and that no outstanding interests or claims exist contrary to or in conflict therewith and that no easements or other uses thereon exist superior or prior to the uses given, created or extended hereby.

The above described note is executed in renewal and extension of a certain Deed of Trust note,

dated the 9th day of March, 1962, executed by Hazel B. Paines, a feme sole,

Jerry D. Brownlow and wife, Dortha Jean Brownlow, and Kelly Mack Brownlow acting by and through Jay Donald Brownlow, Attorney-in-fact, payable to the order of Lantien Federal Savings and Loan Association

and fully described in a Deed of Trust executed by the makers of said note, and now of record

in the Deed of Trust Records of Denton County, Texas, to which reference is hereby made. For a more complete description of said debt, notes and items herein and hereby extended, and it is further agreed and the grantors herein acknowledge that said indebtedness and items so extended hereby are valid and subsisting liens against the property hereinabove described and that the payment thereof is expressly requested by the grantors herein to be made to by said Association and that such Association or any holder of said note shall be and is hereby subrogated to all rights, liens, remedies, equities, superior title and benefits held, owned and enjoyed by the original owner or owners of any such indebtedness and that such and every prerequisite for the creation of such and every lien extended by the terms of this instrument were fully complied with so as to create valid liens, all of which is hereby expressly acknowledged and confessed.

The grantors further agree to fully pay and promptly discharge any and all taxes, assessments and other governmental levies of whatever character which shall be made or charged against above described real estate and will not permit the same to become delinquent or in default, and that all and singular the improvements upon the above described premises and all improvements which may hereafter be placed thereon shall be and remain insured in good and responsible insurance companies to be approved by said Association, its successors and assigns, against loss or damage by fire and tornado in the sum of at least the principal amount of said note remaining unpaid, all of which policies for such insurance shall be made effectively payable to said Association, its successors and assigns as its or their interests may appear and the said policies shall be delivered to said Association, and in the event of such loss or damage the beneficiary herein shall be entitled to receive the proceeds of such policies with the right to apply the same to the expense of collection, then to its debt and the interest due thereon, the balance, if any, to be paid to grantors, and should any default be made in the payment of taxes or other governmental levies against said property, or should grantors fail to keep such property insured as above provided, it is agreed that said Association, its successors and assigns, without being obligated to do so, may pay off and discharge said taxes or other governmental levies and cause said property to be insured as above provided, all at the expense of, and charged to the grantors herein, and any and all amounts so advanced by said Association, its successors or assigns in the discharge of taxes, assessments and other governmental levies, or in order to maintain the insurance and insurance policies herein provided for, shall be and become a part of the principal obligation secured hereby and shall be fully secured by the liens herein given and granted, and all of such sums shall become payable on demand to said Association, its successors and assigns, at Denton, Texas, together with interest at the same rate borne by the note or obligation above described from the date of advancement until repaid.

It is further agreed that should default be made in the payment of any monthly installments due upon the note hereby secured for a period of ninety days, or in case of a breach of any of the agreements and covenants herein contained, or upon a failure of the grantors to comply with any of the terms of the charter, by-laws, rules and regulations of said Association, which are expressly made a part of this agreement and shall be construed in connection herewith, that said Association, its successors and assigns, shall have and is hereby given the option at any time thereafter, with or without, to declare said principal obligation and all accrued interest thereon, together with any and all other amounts owed hereby as herein provided, immediately due and payable and in either event the above named trustee, or his successors or substitute in this trust, is authorized and empowered, and it is made his or their special duty, at the request of said Association, its successors or assigns, at any time after such default as aforesaid, to sell the above described property as the highest bidder

for cash at the courthouse door in DENTON COUNTY, TEXAS, at public sale between the hours ten o'clock A. M. and four o'clock P. M. on the first Tuesday in any month, after advertising and giving public notice of such time, place and terms of such sale and of the property to be sold, by posting up written or printed notice thereon for a period of at least twenty-one days consecutively next preceding the day of sale at three public places in the County where said real estate is situated, one of which shall be at the courthouse door of such county, and after such sale as aforesaid, to make, execute and deliver to the purchaser or purchasers thereof in grantors' name good and sufficient deed or deeds to the property so sold and in fee simple and to receive the proceeds from such sale or sales and apply the same, first, to the payment of the expense of advertising said sale or sales; second, to the payment of the trustee, his successors or substitute, making such sale or sales five per cent of the entire amount received at said sale or sales; third, to the payment of the amount then due and owing said Association, its successors or assigns according to the terms of the conveyance and the obligation above described and hereby secured, and according to the charter, by-laws, rules and regulations of said Association; and fourth, the balance, if any, remaining from said sale or sales to be paid to the said grantors, their heirs or assigns, and such sale or sales shall be so made by the trustee above named, or his successors or substitute, who forever be a bar against the grantors herein, their heirs, successors and assigns, and should the above named trustee fail or refuse, or for any reason be unable or disqualified from acting hereunder, the said Association, its successors or assigns, shall have the power and authority, which is hereby expressly given and granted, to appoint a substitute trustee, such appointment to be in writing and acknowledged in the manner required to make the same eligible for public record, signed by said Association, its successors or assigns, and such substitute trustee shall be vested with all of the rights, powers, duties and obligations herein conferred upon this named trustee, and his heirs and assigns shall have the same binding force and effect as though originally named as, and constituted, trustee herein, and it is distinctly stipulated and agreed that in case of any sale or sales hereunder, all prerequisites thereto shall be presumed to have been done and performed, and that in any conveyance given or executed by said trustee, or by any successors or any substitute trustee hereunder, all recitals therein made as to the conditions, facts, advertising, posting, and to the default or defaults in payment of the amounts secured or advanced hereunder, or as to the breach or failure to perform any of the covenants herein contained, or as to the

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DEED OF TRUST

DEED OF TRUST

Vol. 402 No. 932

THIS DEED OF TRUST is made this 24th day of September 1925, among the Grantor, JERRY D. BROWNLOW and KELLY M. BROWNLOW, Island heirs pro forma by and respective wives, JERRY P. BROWNLOW and FLORENCE J. BROWNLOW, (heirs "Borrower"), N. D. BUTRILL, (heirs "Trustee"), and the Beneficiary, EDWIN TEXAS SAVINGS & LOAN ASSOCIATION, (heirs "Lender"), organized and existing under the laws of Texas, whose address is N. Oak at Fifth Street, Denton, Texas 15078

Borrowers, in consideration of the indebtedness herein recited and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the County of Denton, State of Texas:

All that certain lot or parcel of land, being part of Block 2, Ferguson Addition to the City of Denton, Texas, plat of which is recorded in Vol. 64, p. 274, Deed Records of Denton County, Texas, located at 813 N. Locust Street, being the same lot described in a deed from Mrs. A. E. Wilkerson, et vir, to Miss Myrtle Brownlow on November 23, 1912, and recorded in Vol. 127, p. 33, Deed Records of said County, and being more particularly described as follows: BEGINNING at the Northeast corner of Samuel Cary lot as described in a deed recorded in Vol. 105, p. 428, Deed Records of said County, on the West line of N. Locust Street; THENCE N. 89° 50' W. 189.0 feet to a steel pin; THENCE North with a pipe rail fence 60.0 feet to a steel pin; THENCE S. 89° 50' E. 189.0 feet to a nail set in an asphalt drive on the West line of N. Locust Street; THENCE South 60.0 feet to the place of beginning.

(Borrowers specifically disclaim any homestead rights or interest in the property subject hereto, and represent that said property does not constitute any part of their homesteads, making this representation as an inducement to the Lender to make the loan herein referred to as Borrowers.)

TOWNSHIP with all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents (subject however to the rights and authorities given herein to Lender to collect and apply such rents), royalties, mineral, oil and gas rights and profits, water, water rights, and water stock, and all fixtures now or hereafter attached to the property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the property covered by this Deed of Trust; and all of the foregoing, together with said property (or the homestead estate in the event this Deed of Trust is on a homestead) are herein referred to as the "Property"

To Secure to Lender (a) the repayment of the indebtedness evidenced by Borrower's note of even date herewith (herein "Note"), in the principal sum of Twelve Thousand and no/100 Dollars, with interest thereon, providing for monthly installments of principal and interest, with the balance of the indebtedness, if not sooner paid, due and payable on September 20, 1925; the payment of all other sums, with interest thereon, advanced in accordance herewith to protect the security of this Deed of Trust; and the performance of the covenants and agreements of Borrower herein contained; and (b) the repayment of any future advances, with interest thereon, made to Borrower by Lender pursuant to Paragraph 21 hereof (herein "Future Advances")

Borrower covenants that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property, that the Property is unencumbered, and that Borrower will warrant and defend against the title to the Property against all claims and demands, subject to any mortgages and restrictions listed in a schedule of exceptions to coverage, in and after recording, other than Lender's interest in the Property.

TEXAS - PUBLIC - 279-2 & 3

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UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal and Interest.** Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, prepayment and late charges as provided in the Note, and the principal of and interest on any Future Advances secured by this Deed of Trust.

2. **Funds for Taxes and Insurance.** Subject to Lender's option under paragraphs 4 and 8 hereof, Borrower shall pay to Lender on the day monthly installments of principal and interest on the Note, until the Note is paid in full, a sum (hereinafter "Funds") equal to one-twelfth of the yearly taxes and assessments which may attach prior to this Deed of Trust, and ground rents on the Property, if any, plus one-twelfth of yearly premium installments for hazard insurance, plus one-twelfth of yearly premium installments for mortgage insurance, if any, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof. The Funds shall be held in an institution the deposits or accounts of which are insured or guaranteed by a Federal or state agency (including Lender if Lender is such an institution). Lender shall apply the Funds to pay said taxes, assessments, insurance premiums and ground rents. Lender shall make no charge for so holding and applying the Funds or verifying and compiling said assessments and bills. Borrower and Lender may agree in writing at the time of execution of this Deed of Trust that interest on the Funds shall be paid to Borrower, and unless such agreement is made, Lender shall not be required to pay Borrower any interest on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purposes for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender, together with the future monthly installments of Funds payable prior to the due dates of taxes, assessments, insurance premiums and ground rents, shall exceed the amount required to pay said taxes, assessments, insurance premiums and ground rents as they fall due, such excess shall be, at Borrower's option, either promptly repaid to Borrower or credited to Borrower on monthly installments of Funds. If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments, insurance premiums and ground rents as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within thirty days after notice from Lender to Borrower requesting payment thereof.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall promptly refund to Borrower any Funds held by Lender.

If under paragraph 18 hereof the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

3. **Application of Payments.** Unless applicable law provides otherwise, all payments received by Lender under the Note and paragraphs 1 and 2 hereof shall be applied by Lender first in payment of amounts payable to Lender by Borrower under paragraph 2 hereof, then to interest payable on the Note and on Future Advances, if any, and then to the principal of the Note and to the principal of Future Advances, if any.

4. **Charges; Liens.** Borrower shall pay all taxes, assessments and other charges, fees and impositions attributable to the Property which may attach prior to this Deed of Trust, and ground rents, if any, at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the payee thereof. Borrower shall promptly furnish to Lender all notices of amounts due under this paragraph, and in the event Borrower shall make payment directly, Borrower shall promptly furnish to Lender receipts evidencing such payments. Borrower shall promptly discharge any lien which has priority over this Deed of Trust; provided, that Borrower shall not be required to discharge any such lien so long as Borrower shall agree in writing to the payment of the obligation secured by such lien in a manner acceptable to Lender, or shall in good faith contest such lien by or defend enforcement of such lien in legal proceedings which operate to prevent the enforcement of the lien or forfeiture of the Property or any part thereof.

5. **Hazard Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage", and such other hazards as Lender may require and in such amounts and for such periods as Lender may require; provided, that Lender shall not require that the amount of such coverage exceed that amount of coverage required to pay the sums secured by this Deed of Trust.

The insurance carrier providing the insurance shall be chosen by Borrower subject to approval by Lender; provided, that such approval shall not be unreasonably withheld. All premiums on insurance policies shall be paid at Lender's option in the manner provided under paragraph 2 hereof or by Borrower making payment, when due, directly to the insurance carrier.

All insurance policies and renewals thereof shall be in form acceptable to Lender and shall include a standard mortgage clause in favor of and in form acceptable to Lender. Lender shall have the right to hold the policies and re-issues thereof, and Borrower shall promptly furnish to Lender all renewal notices and all receipts of paid premiums. In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender, and Lender may make proof of loss if not made promptly by Borrower.

Unless Lender and Borrower otherwise agree in writing, insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust is not thereby impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower or if Borrower fails to respond to Lender within 30 days after notice by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments. If under paragraph 18 hereof the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof (to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition) resulting from damage to the Property prior to the sale or acquisition shall pass to Lender.

6. **Preservation and Maintenance of Property; Leaseholder Condominiums.** Borrower shall keep the Property in good repair and shall not permit or commit waste, impairment, or deterioration of the Property and shall comply with the provisions of any lease, if this Deed of Trust is on a leasehold. If this Deed of Trust is on a condominium unit, Borrower shall perform all of Borrower's obligations under the declaration of condominium or master deed, the by-laws and regulations of the condominium project and constituent documents.

7. **Protection of Lender's Security.** If Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, including, but not limited to, eminent domain, involuntary, code enforcement, or arrangements or proceedings involving a bankrupt or decedent, then Lender at Lender's option, upon notice to Borrower, may make such appearances, defenses such sums and take such action as is necessary to protect Lender's interest, including, but not limited to, disbursement of reasonable attorney's fees and entry upon the Property to make repairs. Any amounts disbursed by Lender pursuant to this paragraph 7, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Unless Borrower and Lender agree to other terms of payment, such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and shall bear interest from the date of disbursement at the rate stated in the Note unless payment of interest at such rate would be contrary to applicable law, in which event such amounts shall bear interest at the highest rate permitted by applicable law. Nothing contained in this paragraph 7 shall require Lender to incur any expense or do any act hereunder.

8. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspections of the Property, provided that Lender shall give Borrower notice prior to any such inspection, specifying reasonable cause therefor related to Lender's interest in the Property.

9. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for condemnation in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in

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writing, there shall be applied to the sums secured by this Deed of Trust such proportion of the proceeds as is equal to that proportion which the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to the fair market value of the Property immediately prior to the date of taking, with the balance of the proceeds paid to Borrower.

If the Property is abandoned by Borrower or if after notice by Lender to Borrower that the abandonment affects in whole or in part a claim for damages, Borrower fails to respond to Lender within 30 days of the date of such notice, Lender is authorized to enter and apply the proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Unless Lender and Borrower otherwise agree in writing, any such application of proceeds to principal shall not extend or postpone the due date of the monthly installments referred to in paragraphs 1 and 2 hereof or change the amount of such installments.

10. Borrower Not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower and Borrower's successors in interest. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower and Borrower's successors in interest.

11. Forfeiture by Lender Not a Waiver. Any forfeiture by Lender in exercising any right or remedy hereunder, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any right or remedy hereunder. The procurement of insurance or the payment of taxes or other fees or charges by Lender shall not be a waiver of Lender's right to accelerate the maturity of the indebtedness secured by this Deed of Trust.

12. Remedies Cumulative. All remedies provided in this Deed of Trust are distinct and cumulative to any other right or remedy under this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

13. Successors and Assigns Bound Joint and Several Liability Covenants. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 17 hereof. All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs of this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

14. Notice. Any notice to Borrower provided for in this Deed of Trust shall be given by mailing such notice by certified mail addressed to Borrower at the Property Address stated below, except for any notice required under paragraph 18 hereof to be given to Borrower in the manner prescribed by applicable law. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower when given in the manner designated herein.

15. Uniform Deed of Trust Governing Law Severability. This form of deed of trust combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property. This Deed of Trust shall be governed by the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Deed of Trust or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and the Note are declared to be severable.

16. Borrower's Copy. Borrower shall be furnished a reformed copy of this Deed of Trust at the time of execution or after recordation hereof.

17. Transfer of the Property; Assumption. If all or any part of the Property or an interest therein is sold or transferred by Borrower without Lender's prior written consent, including (a) the creation of a lien or encumbrance subordinate to this Deed of Trust, (b) the creation of a purchase money security interest for household appliances, (c) a transfer by devise, descent or by operation of law upon the death of a joint tenant or (d) the grant of any lease, sold interest of three years or less not containing an option to purchase Lender may, at Lender's option, declare all the sums secured by this Deed of Trust to be immediately due and payable. Lender shall have waived such option to accelerate if, prior to the sale or transfer, Lender and the person to whom the Property is to be sold or transferred reach agreement in writing that the credit of such person is satisfactory to Lender and that the interest payable on the sums secured by this Deed of Trust shall be at such rate as Lender shall request. If Lender has waived the option to accelerate provided in this paragraph 17 and if Borrower's successor in interest has executed a written assumption agreement accepted in writing by Lender, Lender shall release Borrower from all obligations under this Deed of Trust and the Note.

If Lender exercises such option to accelerate, Lender shall mail Borrower notice of acceleration in accordance with paragraph 14 hereof. Such notice shall provide a period of not less than 30 days from the date the notice is mailed within which Borrower may pay the sums declared due. If Borrower fails to pay such sums prior to the expiration of such period, Lender may, without further notice or demand on Borrower, invoke any remedies permitted by paragraph 18 hereof.

NON-UNIFORM COVENANTS, BORROWER AND LENDER FURTHER COVENANT AND AGREE AS FOLLOWS:

18. Acceleration Remedies. Except as provided in paragraph 17 hereof, upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, including the covenant to pay when due, sums secured by this Deed of Trust, Lender prior to acceleration shall mail notice to Borrower as provided in paragraph 14 hereof specifying: (1) the breach; (2) the action required to cure such breach; (3) a date, not less than thirty days from the date the notice is mailed to the Borrower, by which such breach must be cured; and (4) that failure to cure such breach on or before the date specified in the notice may result in acceleration of the sums secured by this Deed of Trust and sale of the Property. If the breach is not cured on or before the date specified in the notice, Lender at Lender's option may declare all of the sums secured by this Deed of Trust to be immediately due and payable without further demand and may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall mail or cause Trustee to mail a copy of a notice of sale to Borrower as provided in paragraph 14 hereof. Trustee shall give notice of the time, place and terms of sale by posting written notice thereof for three consecutive weeks prior to the day of sale in three public places in the county in which the Property is situated, one of which shall be made at the courthouse door of said county. Such sale shall be made at public vendor between the hours of 10 o'clock a.m. and 4 o'clock p.m. of the first Tuesday in any month at the courthouse door of the county in which the Property is situated. Borrower authorizes Trustee to sell the Property to the highest bidder for cash in one or more parcels and in such order as Trustee may determine. Lender may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property so sold in fee simple with covenants of general warranty. Borrower covenants and agrees to defend generally the purchaser's title to the Property against all claims and demands. The records in Trustee's deed shall be prima facie evidence of the truth of the statements contained therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's fees and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the balance, if any, to the person or persons legally entitled thereto.

If the Property is sold pursuant to this paragraph 18, Borrower or any person holding possession of the Property through Borrower shall immediately surrender possession of the Property to the purchaser at such sale. If possession is not surrendered, Borrower or such person shall be a tenant at sufferance and may be removed by writ of possession.

19. Borrower's Right to Redeem. Notwithstanding Lender's acceleration of the sums secured by this Deed of Trust, Borrower shall have the right to have any proceedings begun by Lender to enforce this Deed of Trust discontinued at any time prior to five days before sale of the Property pursuant to the power of sale contained in this Deed of Trust or at any time prior to entry of a judgment enforcing this Deed of Trust if: (a) Borrower pays Lender all sums which would be then due under this Deed of Trust, the Note and notes or other Future Advances, if any, had no acceleration occurred; (b) Borrower cures all breaches of any other covenants or agreements of Borrower contained in this Deed of Trust; (c) Borrower pays all reasonable expenses incurred by Lender and Trustee in enforcing the covenants and agreements of Borrower contained in this Deed of Trust and in enforcing Lender's and Trustee's remedies as provided in paragraph 18 hereof, including, but not limited to, reasonable attorney's fees; and (d) Borrower takes such action as Lender may reasonably require to ensure that the fee of this Deed of Trust, Lender's interest in the Property and Borrower's obligation to pay the sums secured by this Deed of Trust shall remain uninterrupted. Upon such payment and cure by Borrower, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as if no acceleration had occurred.

20. Assignment of Beneficial Interest of Real Estate to Lender in Possession. An additional security instrument, Borrower hereby assigns to Lender the rents of the Property, provided that Borrower shall, prior to acceleration under paragraph 18 hereof or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Upon acceleration under paragraph 18 hereof or abandonment of the Property, Lender, in person, by agent or by judicially appointed receiver shall be entitled to enter upon, take possession of and manage the Property and discontinue the rents of the Property including, but not limited to, those paid due. All rents collected by Lender or the receiver shall be applied first to payment of the costs of management of the Property and collection of rents, including, but not limited to, receiver's fees, including an receiver's bonds and reasonable attorney's fees, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be able to proceed only for these rents actually received.

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11. Future Advances. Upon request of Borrower, Lender, at Lender's option prior to payment of this Deed of Trust, may make Future Advances to Borrower if the Property is not the homestead of Borrower. Such Future Advances, with interest thereon, shall be secured by this Deed of Trust when evidenced by promissory notes stating that said monies are so secured hereby.

12. Release. Upon payment of all sums secured by this Deed of Trust, Lender shall release this Deed of Trust, without charge to Borrower. Borrower shall pay all costs of recordation, if any.

13. Substitute Trustee. Lender at Lender's option, with or without cause, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder by an instrument recorded in the county in which this Deed of Trust is recorded. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon the Trustee herein and by applicable law.

14. Subrogation. Any of the proceeds of the Note utilized to take up outstanding liens against all or any part of the Property have been advanced by Lender at Borrower's request and upon Borrower's representation that such amounts are due and are secured by valid liens against the Property, Lender shall be subrogated to any and all rights, superior title, liens and equities owned or claimed by any owner or holder of any outstanding liens and debts, however remote, regardless of whether said liens or debts are acquired by Lender by assignment or are released by the holder thereof upon payment.

15. Parol Evidence. In the event any portion of the sums intended to be secured by this Deed of Trust cannot be lawfully secured hereby, payments in reduction of such sums shall be applied first to those portions not so secured hereby. In the event that any applicable law limiting the amount of interest or other charges permitted to be collected is interpreted so that any charge provided for in this Deed of Trust or in the Note, whether considered separately or together with other charges that are permitted a part of this Deed of Trust and Note transaction, violates such law by reason of the accumulation of the indebtedness secured hereby, or for any other reason, such charge is hereby reduced to the extent necessary to eliminate such violation. The amount of such interest or other charges previously paid to Lender in excess of the amounts permitted by applicable law shall be applied by Lender to reduce the principal of the indebtedness evidenced by the Note, or, at Lender's option, be refunded.

16. Vendor's Lien Hereunder and Extension. The Note secured hereby is (primarily secured by the Vendor's Lien retained in the Deed of even date herewith conveying the Property to Borrower, which Vendor's Lien has been assigned to Lender, this Deed of Trust being additional security therefor.) (in removal and extension, but not in extinguishment, of that certain indebtedness described as follows:)

IN WITNESS WHEREOF, Borrower has executed this Deed of Trust.

JOINED PRO FORMA BY MY WIFE:

Judy P. Brownlow
JUDY P. BROWNLOW

Jerry D. Brownlow
JERRY D. BROWNLOW

JOINED PRO FORMA BY MY WIFE:
Florence J. Brownlow
FLORENCE J. BROWNLOW

Kelly H. Brownlow
KELLY H. BROWNLOW

815 N. Locust Street

Denton, Texas
Property Address

THE STATE OF TEXAS, DALLAS County is:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this 4th day personally appeared KELLY H. BROWNLOW and FLORENCE J. BROWNLOW, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.



Witness My Hand and Seal of Office, this 4th day of August, 1975.
William P. Remington
Notary Public
IN AND FOR DALLAS COUNTY, TEXAS

THE STATE OF TEXAS, DENTON COUNTY is:

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared JERRY D. BROWNLOW and JUDY P. BROWNLOW, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.



Witness UNDER MY HAND AND SEAL OF OFFICE, this 12th day of September, 1975.
Harvey G. Jones
Notary Public
IN AND FOR DENTON COUNTY, TEXAS

MARY JO HILL CO. CLERK

15 SEP 15 PM 1 38
FILED FOR REGISTRATION
402 955
02050

FILED

DEED OF TRUST
JERRY D. BROWNLOW et al
P. L. Brownlow, Trustee
Benefit of
Orth Texas Savings
and Loan Association

9/15/75
9/15/75
9/15/75

DEED OF TRUST

Jerry D. Brownlow et al

To

W. D. Buttrill,
Trustee

In Benefit of

North Texas Savings
and Loan Association



015078

402 W. 207

FILED FOR RECORD
DALLAS COUNTY

75 SEP 15 PM 1 38

MARY JO HILL CO. CLERK

FILED FOR RECORD FOR CITY OF DALLAS

Return to

9/15/78

CAUSE NO. 74-16353-DR

LVA 758 PCE 116

250

IN THE MATTER OF THE MARRIAGE OF

JERRY D. BROWNLOW AND DORTHA JEAN BROWNLOW

AND IN THE INTEREST OF KELLY BROWNLOW AND KI HARRISON BROWNLOW, CHILDREN

IN THE DOMESTIC RELATIONS

FILED APR 14 1975 BILL HANAWAY DEPUTY

DEED RECORDS COURT OF

15081

DALLAS COUNTY, TEXAS

AGREEMENT INCIDENT TO DIVORCE

THIS AGREEMENT between JERRY D. BROWNLOW, called Husband, and DORTHA JEAN BROWNLOW, called Wife, IS AS FOLLOWS:

Section I

CIRCUMSTANCES UNDER WHICH AGREEMENT IS MADE.

- A. This agreement is made in contemplation of and incident to a divorce between Husband and Wife.
- B. The parties are now living apart from one another and the separation most likely will be permanent.

Section II

PROPERTY

The parties are desirous of, and do, pursuant to the terms and conditions herein contained, and in consideration of the covenants herein made by each to the other, enter into this Agreement for the partition of community property pursuant to Section 5.42 of the Texas Family Code.

A. During their marriage the parties have acquired certain property by means other than gift, devise, or descent, and now wish to divide that property in a manner that is just and right and with due regard for the rights of each party and their children.

B. It is therefore agreed that Wife shall own, possess, and enjoy, free from any claim of Husband, the property interests listed in Schedule 1 and that Husband shall own, possess, and enjoy, free from any claim of Wife, the property listed in Schedule 2.

Jerry D. Brownlow
JERRY D. BROWNLOW, Husband

Dortha Jean Brownlow
DORTHA JEAN BROWNLOW, Wife

9/15/75

9/15/75

C. It is acknowledged that the property developed by the parties on Cedar Creek Lake in Henderson County, Texas, the full description of which is set out in Schedule 1 hereof, is of a unique and peculiar character, and that to insure the peace of mind and harmony between the parties, particularly with reference to the conservatorship of their children, the parties should specially agree to a permanent injunction with respect to Husband's visitation upon such property; therefore, the parties agree that the Husband shall be permitted visitation upon the property acquired by the parties on Cedar Creek Lake in Henderson County, Texas, upon reasonable notice to Wife, but shall be permanently enjoined from bringing any other person upon such property without the prior permission of Wife.

D. Husband will timely pay and hold Wife harmless from any and all indebtedness or liabilities incurred by the community at the time of execution hereof; including the debts attributable to the lakehouse, provided, however, that upon final decree, Wife shall assume the indebtedness on the home of the parties at 901 Canadian Circle, Grand Prairie, Texas, which home is listed as Item 1 in Schedule 1 hereto.

E. It is agreed and stipulated between the parties that Husband owns a separate interest in real property consisting of a four (4)-apartment frame building located at 815 North Locust, Denton, Texas, and this property shall remain the sole and separate property of Husband. Wife hereby releases and quit-claims to Husband all right, title, and interest in and to such property.


JERRY D. BROWNLOW, Husband


DORTHA JEAN BROWNLOW, WIFE

Section III

CHILDREN

A. The parties acknowledge that the following persons, whether by birth, adoption, or other circumstances, are their children and are entitled to support from the parties:

- 1. KELLY BROWNLOW, daughter, born August 19, 1962
- 2. KI HARRISON BROWNLOW, son, born November 6, 1965

B. The Wife shall be appointed Managing Conservator of the children, and shall have all the rights, privileges, duties, and powers of a parent, to the exclusion of the other parent, subject to the rights, privileges, duties, and powers of the Husband as Possessory Conservator as hereinafter set out. The Husband shall be appointed Possessory Conservator of the children with the following duties and rights:

- (1) The duty and the right of care, control, protection, and reasonable discipline of the children;
- (2) The duty and the right to provide the children with clothing, food, and shelter;
- (3) The power and the right to consent to medical and surgical treatment during an emergency involving an immediate danger to the health and safety of the children.

C. In order to discharge his duty to support the children as designated above, Husband agrees to pay the sum of Two Hundred Fifty and no/100 Dollars (\$250.00) per month to Wife until the youngest of said children shall have attained

Jerry D. Brownlow
JERRY D. BROWNLOW, Husband

Bortha Jean Brownlow
BORTHA JEAN BROWNLOW, Wife

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the age of eighteen (18) years; Husband further agrees to pay the premiums on the life insurance policies listed in Schedule 3 attached to this Agreement, the monthly payments on the lakehouse property described in Schedule 1 attached to this Agreement, and he agrees to maintain hospitalization insurance on the children of the parties. Additionally, Husband shall pay all reasonable and necessary medical and dental expenses of such children. Husband acknowledges that the son of the parties has a learning disability and will likely require special education, and Husband agrees to pay any and all unusual expenses, included, but not limited to, tuition, books, and any unusual transportation expenses necessary for the proper education of said son. For purposes of this clause and to provide Wife with credit with which to provide the children with the advantages to which they have become accustomed, Husband shall provide Wife with an Exxon Credit Card and membership in Club Southwest, and Wife shall be permitted to make reasonable charges thereon for the benefit of the children. Husband may also, at his option, maintain a membership at the Park Valley Country Club in Grand Prairie, Texas, for the benefit of the children and in such event, Wife shall be entitled to make reasonable charges on such membership for the benefit of the children.

D. During any years in which Husband has performed all covenants of support specified herein for the benefit of the children, Husband shall be entitled to dependency exemptions for said children. Likewise, Husband shall be entitled to deductions for any deductible expense incurred in connection with said children and paid by him.

to pay and shall be subject to IV (a) income in any Federal

SUPPORT OF WIFE

A. The parties acknowledge that dividing the marital property (and arranging for the support of the children) does not discharge all obligations arising from the marital relationship and that of similar importance are the

Henry E. Brownlow
HENRY E. BROWNLOW, Husband

North Jean Brownlow
NORTH JEAN BROWNLOW, Wife

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9/18/78

difference in earning power as between Husband and Wife, the probable future needs for support as between the parties, fault in breaking up the marriage, the benefits that might have accrued to a party from a continuation of the marriage, and the benefits that may accrue to a party from a dissolution of the marriage. Therefore, in order to discharge completely all obligations arising from the marriage - other than obligations concerning community property (and child support), Husband acknowledges and recognizes the contributions and efforts of Wife to Husband's training and the good will or intangible value of his business. As owelty to equalize the values of properties hereby partitioned, Husband agrees to pay Wife the sum of Six Hundred Dollars (\$600.00) per month until she has reached the age of sixty-five (65), or has remarried, and thereafter, the sum of Three Hundred Dollars (\$300.00) per month, such payments to be made during Wife's lifetime. Husband shall make available any group hospitalization and life insurance carried in Husband's business, if possible, and, if not, will pay the reasonable cost of same as additional compensation to Wife. Husband will replace the washer, dryer, and air conditioning unit at 901 Canadian Circle, Grand Prairie, Texas, one (1) time and will furnish Wife with a lawnmower.

B. All sums paid under this Section are payable solely for Wife's support and shall be reported by Wife in her Federal (and State if applicable) income tax return for the year of receipt as periodic payments under Section 71 of the Internal Revenue Code of 1954 (and any comparable state law) and shall be deducted from income in any Federal or State return of Husband for that year.

C. The obligations to make payments to Wife and for the use and benefit of the children of the parties hereunder

Jacky D. Brownlow
 JACKY D. BROWNLOW, Husband

Dorothy Jean Brownlow
 DOROTHY JEAN BROWNLOW, Wife

Agreement entered into at 5:00 PM on 9/15/75
 I hereby certify that the above is a true and correct copy of the original as filed in my office.
Jacky D. Brownlow *Dorothy Jean Brownlow*
 JACKY D. BROWNLOW, Husband DOROTHY JEAN BROWNLOW, Wife

9/15/75

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shall cease upon Husband's death. Provided, however, that Husband shall maintain in force and effect on his life, life insurance policy or policies in the amounts shown in Schedule 3 hereto attached, payable to Wife as Primary Beneficiary, for the use and benefit of the children hereunder. Ownership of said policies shall be transferred to Wife and she shall have all incidents of ownership of same, including any cash values upon maturity. Husband shall pay all loans against such policies and incur no further encumbrances against same.

D. Husband shall pay all tax liabilities for the year 1974 and previous years.

Section V
GOVERNING LAW

This Agreement is performable in Texas and shall be construed and enforced in accordance with the laws of this State.

Section VI
VENUE OF SUITS RELATING TO THIS AGREEMENT

Any suit arising from or relating to this Agreement may be brought in Dallas County, Texas, and each party waives any right to a plea of privilege that might exist in the absence of this Agreement.

Section VII
EFFECTIVE DATE OF THIS AGREEMENT

This Agreement shall take effect upon its approval by the Court in the above styled and numbered cause and shall survive the Judgment or to the extent necessary be merged into such Judgment and thereafter be binding on the parties, their heirs and representatives, until it has been fully performed in accordance with the terms and conditions herein contained or as modified or altered by said Judgment.

Section VIII
OTHER PROVISIONS

All Schedules and other instruments referred to in this Agreement are incorporated herein as completely as if they were copied verbatim in the body hereof.

Jerry Brownlow
JERRY BROWNLOW, Husband
North Jean Brownlow
NORTH JEAN BROWNLOW, Wife

9/15/78

758 121

B. Each party acknowledges that he has carefully read this instrument, including all schedules and other documents which it refers to, and that this instrument expresses the entire agreement between the parties concerning the subject which it purports to cover.

C. With reference to all property referred to or described in this Agreement, each party shall execute and deliver all deeds, assignments, documents of title, and other instruments necessary to vest title in the person to whom the property is to belong under this Agreement.

D. In the event it is discovered that Husband understated any assets or overstated any liabilities to Wife as an inducement to this Agreement, Wife shall be entitled to negotiation and settlement of any item thereof that might be advantageous to Wife.

E. This instrument is executed in multiple originals.

Section IX

REQUEST FOR COURT APPROVAL

The parties respectfully request that the Court having jurisdiction of their divorce approve this Agreement and incorporate it in any decree of divorce that may be entered.

WITNESS OUR HANDS on the dates of our acknowledgments.

Jerry D. Brownlow
JERRY D. BROWNLOW, Husband

Bortha Jean Brownlow
BORTHA JEAN BROWNLOW, Wife

STATE OF TEXAS I
COUNTY OF DALLAS I

BEFORE ME, the undersigned authority, on this day personally appeared JERRY D. BROWNLOW, known to me to be the person whose name is subscribed to the foregoing Agreement, and upon oath acknowledged to me that he executed the same

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