Williamson Co., TX Deed Book 74, pg 106
Deed of Trust between New England Loan & Trust Company
and Josiah & Elizabeth Rainwater

7 May 1894

#410

Book 74 pg. 100

Josiah W. Rainwater &c Elizabeth Rainwater To Deed of Trust J. W. Bartlett, Trustee
New England Loan & Trust Company

The State of Texas, }
County of Williamson. } Know all men by these presents that Josiah W. Rainwater and Elizabeth Rainwater his wife of Williamson County, state of Texas, first party, for and in consideration of the debt and trust hereinafter mentioned and created, and of the sum of Five Dollars to said first party in hand paid by J. W. Bartlett Trustee, of Dallas County in the State of Texas, second party, the receipt of which is hereby acknowledged, has granted, sold and conveyed and does by these presents Grant and sell, convey and confirm unto the said second party or his successor in trust forever, the following described Real Estate containing 162 2/10 acres of land situated in Williamson County, State of Texas, to-wit: One hundred and sixty two and two tenths (162 2/10) acres of land about Four (4) miles North of Taylor in Williamson County Texas, and being a part

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of 1479 acre tract bought from Caleb Baker by G.W. Burkitt
Beginning at Northeast corner of Block number Four (4)
a cedar stake for corner, (Block number 4 being also a sub-
-division of said 1479 acre tract) to a square stone for
corner, the same being the Northwest corner of a 320 acre
tract of G.W. Burkitt; Thence North seventy (70) degrees
west seven hundred and ninety four (794) varas with
the North line of said (1479) acre tract a rock for corner, Thence
South seventy one (71) degrees West Three hundred and
forty eight (348) varas with the North line of said tract
to the Northeast corner of Block Number six (6) a cedar
stake for corner; Thence South Nineteen (19) degrees East
Eleven hundred and forty and a half (1140½) varas with
the East line of said Block six (6) to the Southeast corner
a cedar stake for corner; thence North seventy one (71)
degrees East with the partition line nine hundred and
thirty six (936) varas to beginning, being Block Number
Five (5) according to sub-division of said 1479 acre tract
together with all the privileges and appurtenances to the same
belonging, and all the rents, issues and profits which
may arise or be had therefrom.- To have and to hold
the above described premises, together with all and singular

may arise or be had therefrom. To have and to hold the above described premises, together with all and singular the improvements, machinery, tenements, rights, appurtenances and hereditaments thereunto belonging, unto the said party of the second part, and to his successors and to the assigns of him and his successors forever; and said party of the first part do hereby bind themselves, their heirs, executors and administrators to warrant and forever defend, all and singular, the said premises unto the said Trustee his successor in this trust, and to his and their assigns, against the claim or claims of all persons whomsoever, in Trust, however, for the following purposes:

Whereas, said Josiah W. Rainwater and Elizabeth Rainwater are justly indebted to the New England Loan and Trust Company, of Polk County, in the County in the State of Iowa, third party, in the sum of Twenty one hundred and fifty dollars for money borrowed, and for which they did make and deliver to said party their one bond or promissory note

bearing even date with these presents as follows: payable both principal and interest, in United States gold coin, of the present standard of weight and fineness, on the first day of April A.D. 1899 bearing interest at the rate of six per centum per annum payable semi-annually; the said interest being evidenced by Coupons attached thereto; said Bond and Coupons payable at the office of the said third party, in New York City, N.Y., and each bearing interest at the rate of ten per centum per annum after maturity, or after default, until paid. The said third party is a corporation duly organized and existing under and by virtue of the laws of Iowa, and has made compliance with the laws of Texas relating to foreign corporations, and is entitled to do business in Texas.

And whereas, said party of the first part, for himself and assigns, agrees to and with the said party of the third part and its endorsees or assigns to pay all the taxes and assessments, general or special, and all other liens now existing against said land or improvements, and to pay when due, or within the time required by law all taxes and assessments, general or special, now

now existing against said land or improvements,
and to pay when due, or within the time required by
law, all taxes and assessments, general or special, now
or hereafter levied or charged thereon or therefor, or
chargeable against said indebtedness by or within
the State of Texas, and also to keep said land and
improvements thereon free from all statutory liens
or claims of any kind; and if any or either of said
agreements be not performed as aforesaid then the said
Trustee, or party of the third part its successors, endorsees
or assigns may pay such taxes and assessments or
any part thereof and may also pay the final judgment
for any statutory lien claims, and pay any other
judgment or lien against said property, including
all costs; and for the repayment of all moneys so paid,
with interest at the rate of ten per cent. per annum,
payable semi-annually from the time of such payment,
these presents shall be a security in like manner, and
with like effect as for the payment of said Bond and
Coupons; and for such payments, and for all liens paid
out of the proceeds of the loan of money secured hereby,
said Trustee or holder shall be further subrogated

to all right, equities and liens of the person to whom such money shall have been paid. And in case the said Trustee or said third party, or its successors or assigns, be put to any expense in defending the title to said premises, or the lien of this deed of trust for all sums secured hereby, the amount paid in respect thereof shall be payable forthwith with interest thereon at ten per centum per annum until paid, and this Trust Deed shall be held to stand as security therefor. Should any tax be imposed on this deed of trust, or on the indebtedness secured hereby, by or within the State of Texas, then at the option of the lawful holder of said indebtedness, the whole principal with interest then accrued, and other sums secured hereby, shall at once become due and payable and the holder may proceed to collect the same by sale under this deed of trust, or otherwise, as such holder may elect. And should such holder elect,

under this deed of trust, or otherwise, as such holder may elect. And should such holder elect, or should it become necessary to foreclose this deed of trust by suit or proceedings in court, then the first party will pay as attorneys fees ten per cent. on the amount of the indebtedness secured hereby. A failure of said third party, its successors or assigns, for any length of time to exercise the option to consider the whole of the indebtedness due and collectible, as above provided, shall not be considered a waiver of such option. Said first party, his heirs or assigns shall keep the buildings on said premises insured for the benefit of said third party, in a company or companies acceptable to said third party in the sum of at least Dollars and shall deliver to said third party the policy or policies therefor, and all renewals thereof and all concurrent policies now in force or hereafter issued thereon, and shall when requested surrender to said third party any policy or policies covering any of the buildings upon said premises. In case the title to said

premises is transferred, making an assignment of such policies of insurance to the purchaser necessary, the said third party is hereby authorized to make such assignment thereof as the agent or attorney of the party of the first part, his heirs or assigns. If said first party, his heirs or assigns shall fail to furnish such insurance policies promptly when requested, or as policies expire, or fail to pay any premiums due on such policies, the said third party may effect such insurance, and pay all premiums charged against such insurance policies, any may recover the sums so paid with interest thereon at the rate of ten per cent. per annum from date of payment, and this Deed of Trust shall stand as security therefor. It is further expressly agreed, that all the covenants and agreements herein contained shall run with the land, and all vendees and assigns of the land shall be bound thereby the same as if they were originally parties parties of the first part of this writing. If said bond and interest coupons be paid when due, and said agreement be faithfully performed

this writing. If said bond and interest coupons be paid when due, and said agreement be faithfully performed as aforesaid, then these presents shall be void, and the property hereinbefore conveyed shall be released at the cost of said party of the first part; but if default be made in the payment of said bond or interest coupons, or any part thereof at the time and place mentioned in said bond and interest coupons, or in the faithful performance of any of said agreements as aforesaid, then this deed shall remain in full force and effect. and for the better securing of said indebtedness, the said party of the first part, for themselves, their heirs, executors, administrators and assigns hereby covenant with said Trustee and the said party of the third part, with regard to the property herein conveyed as follows: (1) That they have a good and perfect title in fee simple to the said lands and properties, and have the right to execute these presents; (2) That they have done no act to encumber said lands, and there are no encumbrances thereon;

And it is expressly agreed, by said party of the first

part, that the said Trustee or holder of said note shall have power, but shall not be bound to do any of the things set forth in the foregoing covenants, if they shall fail punctually to do them; and in case of any sale, public or private, as hereinafter mentioned, the holder of any of said note or coupons shall have equal rights with any outside party to become the purchaser, being the highest bidder therefor; and the Trustee or holder may if he sees fit, on occurrence of default herein mentioned, sue for and obtain personal judgment on said note or coupons, and do all lawful execution thereon, before or in addition to selling said property, or may foreclose in court in the usual form in which event we agree to pay for procuring and continuing abstract of title; and should J.W. Bartlett the said Trustee fail or refuse, or be unable to act or be disqualified from acting hereunder, the payee or holder of said note shall have power to appoint as Trustee a substitute or successor, such appointment being evidenced by an instrument signed and acknowledged by the payee or holder of the note

acknowledged by the payee or holder of the note and thereupon said described property shall become vested in said successor in trust, with all the powers, duties and obligations herein conferred.

It is further expressly agreed, that if the party of the first part shall fail or neglect to pay or cause to be paid any principal bond, or the interest coupons attached thereto herein secured, or any part thereof, when the same become due and payable, or fail or neglect to pay or cause to be paid all taxes, assessments, or public rates levied upon said premises, when the same become due and payable, or fail or neglect to pay or cause to be paid all taxes, assessments, or public rates levied upon said premises, when the same become due and payable under the laws of the State of Texas, or shall allow or permit any legal or equitable liens to stand or to be placed against the premises herein conveyed, that will in any manner affect or weaken the security herein, or shall commit

waste on said premises or do any act whereby the property hereby conveyed is made less valuable, or shall fail well and truly to keep and perform each and all the covenants, expressed or implied, herein contained or either of them then, upon the happening of any of the above contingencies, the whole amount herein secured shall become due and payable at once, without notice, at the election of the third party or its assigns.

And the said party of the first part hereby fully empowers the said Trustee, original or successors hereunder, and it is hereby made his special duty at the request of said third party or its assigns, at any time made after default aforesaid to enter into and retain possession of or sell the above described property, or any part thereof, as a whole or in parcels at public auction, either for cash or on credit at the option of said Trustee or his successors, at the Court House door of the County of Williamson State of Texas, between the hours of 10 o'clock A.M. and 4 o'clock P.M. on the first Tuesday in any month after default

P.M. on the first Tuesday in any month after default as aforesaid; and, after giving notice of the time, terms and place of sale by written or printed notices, posted in three public places in the said County, one of which shall be at the Court House door of said County, for at least twenty consecutive days next prior to the day of sale; and to deliver to the purchasers thereof in his name, deed or deeds, conveying in fee simple and binding said party of the first part their heirs and assigns in absolute warranty, and to receive the proceeds, the same to be applied in the following order.

First, to all proper expenses of advertising, selling and conveying, and a commission to the Trustee of five per cent upon the entire amount due and unpaid.

Second, to the payment of all unpaid principal and interest of said indebtedness and of the advances aforesaid with the interest and court costs if any; and lastly to hold the remainder of the moneys subject to the order of said party of the first part and such sale shall forever be a perpetual bar against said first party, his or their heirs and assigns, and

all persons claiming under them or any of them.

And it is stipulated and agreed, that in case of any sale hereunder all prerequisites to said sale shall be presumed to have been performed; and, that in any conveyance given hereunder, all statements of facts and other recitals therein made as to the non-payment of the money secured, and as to the request to the Trustee to enforce this trust, and as to the proper and due appointment of any substitute Trustee; and as to the advertisement of sale, or time, place and terms of sale, and as to any other preliminary act or thing, shall be taken in all courts of law and equity as a prima facie evidence that the facts so stated or recited are true. And in consideration aforesaid, the party of the first part do hereby expressly waive and renounce the benefit of all laws that now exist or may be hereafter enacted, providing for any appraisement before sale of any of the property hereby granted, and also the benefit of all laws that may be hereafter enacted in any way extending the time for the enforcement

in any way extending the time for the enforcement of the collection of the debt hereby secured, or creating or extending a period of redemption from any sale made in collecting said debt, and do hereby agree and contract that the laws of this State save as above excepted, now in force relative to the collection of the debt hereby secured and the application to the payments thereof of the property hereby conveyed are expressly adopted and made a part hereof. The provisions of this Deed of Trust shall in all respects and the note or notes given for the indebtedness secured hereby, be construed in accordance with the laws of Texas. A release or assignment from the Trustee shall not be necessary nor shall he have power to make release or assignment hereof, but upon payment of the debt hereby secured a release from the third party, its successors or assigns shall be sufficient. The above note is in renewal and in lieu of the unpaid balance of 7 certain Vendors Lien notes for $402.80 each of date Dec. 2nd 1889. made by A. B. Law

G. W. Burkitt in part payment for above land, in General Warranty Deed from G. W. Burkitt of record Vol. 52. page 222 Deed Records above county, which notes were assumed by D. R. Meade in Gendral Warranty Deed from S. B. Law, of record Vol. 51 page 616 said records and which notes were assumed by J. W. Rainwater as part of the purchase money for said land, in General Warranty Deed of record Vol 57 page 584 said records and the New England Loan and Trust Company is subrogated to all the rights and equities of the legal owner and holder of said notes.

In witness whereof, we have hereunto set our hands on the 12th day of March 1894.

Wilness
Jno. L. Penn.
Geo. G. Holmes.

Josiah Rainwater
Elizabeth her X mark Rainwater

The State of Texas. } ss. Before me, R. L. Jones a Notary
County of Williamson. } Public in and for said County,
on this day personally appeared Josiah Rainwater known to me to
be the person whose name is subscribed to the foregoing
instrument, and acknowledged to me that he executed the
same for the purposes and considerations therein expressed.
Also personally appeared before me Elizabeth Rainwater wife
of the said Josiah Rainwater known to me to be the person
whose name is subscribed to the foregoing instrument, and
having been examined by me privily and apart from her
husband, and having the same fully explained to her, she,
the said Elizabeth Rainwater acknowledged such instrument
to me to be her act and deed and 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 13th day of
March A.D. 1894.

[L.S.]

R. L. Jones, Notary Public.
in and for Williamson County Texas.

Filed May 9 A.D. 1894 at 9 o'clk A.M. Recorded May 9-1894.

J. W. Fodyce Clerk County Court.
Williamson County Texas.
By Frank Hodge Deputy

Josiah W. Rainwater & Elizabeth Rainwater.
To Deed of Trust.
J. W. Bartlett.

The State of Texas }
County of Williamson }

Know all men by these presents, that James W Rainwater and Elizabeth Rainwater his wife of Williamson County, State of Texas, first party, for and in consideration of the debt and trust hereinafter mentioned and created, and of the sum of Five Dollars to said first party in hand paid by J. W. Bartlett Trustee, of Dallas County, in the State of Texas, second party, the receipt of which is hereby acknowledged, has granted, sold and conveyed, and does by these presents grant and sell, convey and confirm unto the said second party or his successor in trust forever, the following described Real Estate containing 162 2/10 acres of land situated in Williamson County, State of Texas, to-wit:

One hundred and sixty two and two

One hundred - and sixty two - and two tenths (162 2/10) acres of land - about Four (4) miles North of Taylor in Williamson County, Texas and being a part of 1479 acre tract bought from Caleb Baker by S. W. Burkitt;

Beginning - at Northeast - corner of Block number Four (4) - a cedar stake for corner, (Block number 4 being also - a sub - division of said 1479 acre tract.) to - a square stone for corner, the same being the North-West - corner of - a 320 - acre tract of S. W. Burkitt: Thence North Seventy one (71) degrees West. Three hundred and forty - eight (348) varas with the

North line of said Tract to the Northeast corner of Block number Six (6) a cedar stake for corner.
Thence South Nineteen (19) degrees East Eleven hundred and forty and a half (1140 1/2) varas with the East line of said Block Six (6) to the Southeast corner, a cedar stake for corner;
Thence North Seventy one (71) degrees East with the partition line Nine hundred and thirty six (936) varas to beginning, being Block number Five (5) according to subdivision of said 14.79 acre tract together with all the privileges and appurtenances to the same belonging, and all the rents, issues and profits which may arise or be had therefrom.-
To have and to hold the above described premises, together with all and singular the improvements, machinery, tenements, rights, appurtenances, and hereditaments thereunto belonging, unto the said party of the second part, and to his successors and to the assigns of him and his successors, forever; and said party of the first part do hereby bind themselves, their heirs,

do hereby bind themselves, their heirs, executors and administrators to warrant and forever defend, all and singular, the said premises unto the said Trustee, his successors in this trust, and to his and their assigns, against the claim or claims of all persons whomsoever, in Trust, however, for the following purposes: Whereas, said Josiah W. Rainwater and Elizabeth Rainwater are justly indebted to the New England Loan and Trust Company, third party in the sum of Four Hundred Thirty Four and 78/100 Dollars for which they did make and deliver to said third party their promissory note, bearing even date with these presents, for the sum of Four Hundred Thirty four and 78/100 Dollars,

payable in ten installments according to the terms of said note payable in United States gold coin of the present standard of weight and fineness, at the office of said Company in the City of New York, New York.
The said third part is a corporation duly organized and existing under and by virtue of the laws of Iowa, and has made compliance with the laws of Texas, and is entitled to do business in Texas.
The non-payment when due of any part of said note causes the whole of said note to become due at once, and in case of default the whole shall bear interest at ten per cent. per annum from the date of default until paid.
This Trust Deed is junior to a prior Trust Deed for Two thousand, one hundred and fifty Dollars on said premises of even date herewith, executed by the first party. Fail to make payment of any interest upon the indebtedness secured by said prior Trust Deed, when it should be paid, or fail

when it should be paid, or fail to pay any taxes or assessments upon said premises before they become delinquent, or fail to pay any sum when required to be paid by said prior Trust Deed, the said third party may pay such interest or taxes, or other sums, and have a lien therefor upon said premises under this Trust Deed; and may recover the same from the first party with ten per cent. interest on all such sums from the dates of their payments respectively. In case of default in the payment of the said note or other sums or any

part thereof, upon application of the legal holder of the said note the said second party shall sell or dispose of the said premises, and all the right, title and interest of the said first party, their heirs, and assigns therein, at public auction, to the highest bidder for cash in hand, at the Court House door in the County where said real estate is situated. The said premises may be sold in one parcel or more parcels, at the discretion of the Trustee. Either the first or third party hereto may become a purchaser at such sale. Notice of such sale shall be given as now required in such cases by the laws of Texas. Upon such sale the said second party shall make, execute and deliver to the purchaser or purchasers at such sale good and sufficient deed or deeds of conveyance for the premises sold. Out of the proceeds

premises sold. Out of the proceeds or avails of said sale, and the purchase money paid therein, after first paying all costs of advertising, sale and conveyance, including five per cent upon the wholy amount due and unpaid, as a fee to Record party for executing this trust, and all expenses of this trust, the Trustee shall pay to said third party all moneys advanced for insurance, taxes and interest, or other purposes, in pursuance hereof, with interest thereon at ten per cent. per annum payable semi-annually, said principal debt and all interest thereon, rendering the overplus, if any, unto the said first party. It shall not be obligatory upon the purchaser at said sale to see to the application of the purchase money. A sale under this Deed of Trust shall be without

prejudice to the lien of said prior Deed of Trust, but shall be in all respects subject thereto. The indebtedness secured hereby shall become due at once upon either a failure to perform any agreement in said prior Trust Deed or in this Trust Deed, or upon payment of the said prior Trust Deed before the indebtedness secured thereby matures. Payment of the indebtedness secured by said prior Trust Deed before maturity shall not affect the amount of the installment note above mentioned, which shall, in any event, be paid in full.

Upon the payment of the debt secured hereby, this instrument shall be void. A release from the Trustee shall not be necessary, nor shall he have power to make release thereof. But upon such payment the first party shall be entitled to an instrument of release hereof from said beneficiary, but

hereof, from said beneficiary, but shall record the same at his own expense. It is further agreed that in case of the death or resignation its successors or assigns, shall appoint and substitute another person, as trustee, to act instead of the party of the second part, who shall succeed to, and be vested with all the rights, powers and authority conferred upon the second party by these presents.

A recital of the facts relating to said succession of trust in any deed or conveyance executed by said successor in trust, shall be received in any Court as prima facie evidence of the facts so recited. If this instrument should be foreclosed in any Court, the grantors will pay as

part of the costs of such proceeding ten per cent. upon the whole amount secured hereby, as a fee for the service of plaintiff's Attorney therein.

The note secured hereby is given for part of the interest upon the loan secured by said prior Trust Deed, the same being considered as commission on said loan.

This Trust Deed is accordingly entitled to the benefit of all liens, rights, and equities existing, at that may, at any time exist, as security for said loan.

Witness the signature of the party of the first part hereto, this 12th day of March A.D. 1894.

Witness
Jno. C. Lenz
Geo. G. Calmes.

Josiah W. Bairwater
Elizabeth X her Bairwater.
mark

The State of Texas, } s.s. Before me, R. L. Jones
County of Williamson. } a Notary Public in and for said County, on this day personally appeared Josiah W. Rainwater known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed. Also personally appeared before me Elizabeth Rainwater wife of the said Josiah W. Rainwater known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Elizabeth Rainwater acknowledged such instrument to me to be her act and deed, and 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 13th day of March A. D. 1894.

G. L. Jones
Notary Public in & for
Williamson County Texas.

[L. S.]

Filed May 7 A. D. 1894 at 9 O. M. Recorded May 10, 1894.
J. W. Rodgers Clerk County Court
Williamson County Texas.
By Frank Rodgers

4.

Claude Ledger To Deed of Trust J. E. Fleager
Trustee for the use and Benefit of Louis Collins.

The State of Texas, } Know all men by these
County of Williamson } presents: That I Claude
Ledger of the County
of Williamson and State of Texas party
of the first part, in consideration of the
sum of Ten Dollars, to me in hand
paid by J. E. Fleager of the County of
Williamson and State of Texas, the
receipt whereof is hereby acknowledged,
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 the said J. E. Fleager
party of the second part, and also to
the Substitute Trustee, as hereinafter
provided, all of the following des-
cribed real estate, lying and being
situated in the County of Williamson
in the State of Texas, to-wit: