Deed of Trust between
Josiah & Elizabeth Rainwater
and Land Mortgage of Texas Ltd.

22 Jan 1895

#405
Josiah & J. Rainwater To Deed of Trust. C. H. Billiman
Trustee for land mortgaged of Texas Limited.

The State of Texas, I know all sworn by these
County of Williamson, present: That on, Josiah & J. Rainwater and
Elizabeth Rainwater, sueb and said wife,
of Taylor, Williamson County, Texas, in con-
consideration of the debt and interest here-
in after mentioned of the mortgage granted, sold and
conveyed, and by these freedmen to George
W. Billiman, of
Fort Worth, Texas, Trustees for land mortgage
Bank of Dallas, Limited, and its heirs or their
assigns, hereunder forever, the following
Description of property, to wit: All that cer-
tain tract of parcels of land situated in the
County of Williamson, State of Texas, being
a part of the 19, 6-76, 760 square varas of
land patented to George W. Illeas as per ad-
ress of Deed - No. 8, Baker, on the 24th day of
September, 1873, by Patent No. 594, Dolinger
191, Abstract No. 61, I am of being a part of
Block No. 57 according to M. H. Burkett's pub-
This is a description of 14.79 acres of land surveyed and described by metes and bounds as follows:

1. To begin at the North East corner of Block No. 4 of 14.79 acre tract (Block No. 4) being a sub-division of the 320 acre tract of Co. 6.1.

2. Thence North 70 feet 7.94 vara with the North line of said 14.79 acre tract, a rock for corner then East 71 feet 34.5 vara with the North line of said 14.79 acre tract to South East corner of Block 6, a cedar stake.

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for corner; Thence South 19 East 1140 1/2 feet with the East line of Block No. 6 to South East corner, a cedar stake for corner; Thence North 11 East with the partition line 936 feet to the place of beginning, containing 162 3/4 acres.

To have and to hold the said described property, with the rights and appurtenances, thereto belonging, unto said Trustees and to the said successors or substitute thereof, forever. And I do hereby bind ourselves and our heirs, executors and administrators, to warrant and forever defend all and every the aforesaid premises, unto the said Trustees his successors or substitute in this trust, and to the use of their assigns forever, against the lawful claims or claim of all persons, whatsoever.

The conveyance is made in trust, however, for securing and enforcing the payment of said Promissory Notes executed by me the makers hereof, dated January 22, 1895, payable on the first day of January, 1905, at the Bank of New Orleans, New Orleans, Louisiana.
First day of January, 1887, in the sum of $10,000, for the
order of J. D. M. in the First National Bank of Fort
Worth, Texas, for the sum of $10,000, in gold coins of the
United States, and interest thereon at the
rate of six per centum per annum, said
interest payable annually on the first
day of January of each year, accord-
ing to the tenor of said contract con-
tracts attached, which said notes pro-
cide for an attorney's fees of ten per
cent. in case of suit to enforce collection
and for the better security of said notes
and interest thereof, to the holder