

lying and being situated in Bexar County, Texas, and more particularly described as follows: Lot numbered Twenty-eight (28) in New City Block numbered Nineteen Hundred Forty-six (1946) according to Plat thereof duly recorded in the Plat Records of said Bexar County, Texas, in Vol. 642, on page 178, to which reference is here made; said lot fronting fifty feet on the South side of West Summit Avenue, and being premises known as 1714 West Summit Avenue, in the City of San Antonio, Bexar County, Texas; said Plat showing a Re-subdivision of Lots Nos. 27, 28, 29, 30, 31 and 32, in said New City Block No. 1946, made by L.S. Busby. 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 G.A. Wiegand, his heirs and assigns, forever. And it does hereby bind itself, its successors and assigns to Warrant and forever Defend, all and singular, the above described property unto the grantees herein his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, but it does not warrant against the current State and County taxes payable in January next or the current City taxes payable in May next, the grantees herein assuming and agreeing to pay the same. It is expressly agreed that failure to pay any and all taxes on the hereinbefore described property, or any part thereof, or to pay any other legal charges which may be assessed thereon, when the same shall become due and payable and before any penalty accrues thereon, or failure to keep the improvements now on or to be hereafter erected on the above described property in good condition and repair, or to keep said improvements insured in both a responsible fire and tornado insurance company or companies, to be approved by the holder of said note; the fire insurance to be in an amount equal to the unpaid portion of said note and the tornado insurance to be in a sum equal to one-half of said amount, and to deliver the policies for such insurance to the holder of said note, the loss being payable to it as its interest may appear, or to pay to the holder of said note any money collected from such insurance, which is to be credited on said note, even though no portion thereof may then be due, shall, at the option of the holder of said note, at once mature the same, or the holder shall have the option and privilege of paying such taxes and legal charges, and of keeping the improvements in good condition and repair and of procuring such insurance, and all moneys paid and expenses incurred by reason thereof shall immediately be due and payable, and shall bear interest at ten per cent (10%) per annum from date of advancement until paid, and the party or parties so paying same shall be subrogated to all the equities of the person, firm or corporation to whom such money shall have been paid, and the payment thereof shall be secured in like manner as the principal indebtedness evidenced by the note above described is secured, and a lien is hereby especially given for the purpose of securing the payment of such advancements if any. The holder of said note shall have the right to make such advancements without in any manner waiving the right herein given to declare the whole of said note at once due and payable. But it is expressly agreed and stipulated that the vendor's lien is retained against the hereinabove described property until the hereinbefore described note and all interest thereon and all charges and advancements shall have been fully paid, according to the face, tenor, effect and reading thereof, when this deed shall become absolute. The property hereinbefore described is conveyed subject to the following restriction or condition; That said property shall never be sold or leased to negroes. Failure to comply with the above restriction or condition shall forfeit, at the Grantor's option, title to said property to the Grantor herein, its successors or assigns. Witness the signature of the Busby Building Corporation, acting herein by its President, L.S. Busby, and attested by its Secretary, at San Antonio, Bexar County, Texas, on this the 4th day of December, A.D. 1925.

Busby Building Corporation
By L.S. Busby, President.

Seal

Attest:
J.W. Gaunt, Secretary.

\$8.00 Rev. Stamps Cancelled

The State of Texas;
County of Bexar : Before me, the undersigned, a Notary Public in and for the State and County aforesaid, on this day personally appeared L.S. Busby, acting herein as the President of the Busby Building 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, in the capacity above stated as and for the act and deed of said corporation. Given under my hand and seal of office, on this the 9th day of December, A.D. 1925.

A.J. Parker
Notary Public in and for Bexar County,
Texas.

Seal

AJP-wc.
12-8-25.

Filed for record Dec. 9th. 1925, at 4:37 o'clock P.M.
Recorded Dec. 12th. 1925, at 9:20 o'clock A.M.
Jack R. Burke, Co. Clk. Bex. Co. Tex.
By Chas. Grossmann, Deputy.

~~~~~K~P~~~~~

No. 143405  
L.E. Fite

Transfer of Liens

Wimer-Richardson & Company

State of Texas;  
County of Bexar: Know all men by these presents: That I, L.E. Fite, of San Antonio, Bexar County, Texas, for a valuable consideration, the receipt whereof is hereby acknowledged, have transferred, sold and conveyed and by these presents do transfer, sell and convey, unto Wimer-Richardson & Company, of Bexar County, Texas, one note for \$2955.00, executed by O.E. Schwarz and wife, Clara Schwarz, in favor of L.E. Fite, on November 24th, 1925, bearing interest at eight per cent (8%) per annum from date thereof, payable monthly, and secured by a Vendor's Lien and Deed of Trust Lien on Lot No. Eight (8) in Block No. One (1) New City Block No. Twenty-one Hundred Ninety-four (2194) in Donaldson's Addition, situated within the corporate limits of the City of San Antonio, Bexar County, Texas. To have and to hold the above described note, together with all and singular the rights, equities, liens, claims and interest in and to the above described property, existing by virtue of the Grantor herein being the lawful owner and holder of said note and the lien securing same, giving unto the said Wimer-Richardson & Company its successors and assigns, the sole and exclusive right to hereafter Sell, Transfer or Release the same. Witness my hand at San Antonio, Texas, on this the 8th day of December A.D. 1925.

L.E. Fite.

State of Texas;  
County of Bexar: Before me, the undersigned authority, on this day personally appeared L.E. Fite, 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, on this the 9th day of December A.D. 1925.

G.F. Campbell  
Notary Public in and for Bexar  
County, Texas.

Seal

RBP:RK  
12/8/25.

Filed for record Dec. 9th. 1925, at 4:37 o'clock P.M.  
Recorded Dec. 12th. 1925, at 9:30 o'clock A.M.  
Jack R. Burke, Co. Clk. Bex. Co. Tex.  
By Chas. Grossmann, Deputy.

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