

# Dallas County, Texas Probate Cases 1846 – Early 1900's

Case Number 2059

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2059

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Dallas, Texas,

Apr 14

1896

Mr George Brownlee (decd)

In account with **M. M. NEWSOME, M. D.**

1895.

Sept 1	visit & prescription to self	2.00
" 2	visit & prescriptions "	2.00
" 5	2 visits & prescriptions "	3.50
" "	night visit & prescriptions "	5.00
" 6	attentions during of the day	15.00
		<u>27.50</u>
		3.00

I, M M Newsome M. D. do hereby solemnly swear that the above account is true and just to the best of my knowledge and belief and that all just offset and credits have been allowed.

McKeweney & Co  
 The above claimed for \$28.00 is allowed N. J. Kain  
 Administrator  
 of the Estate of George Brownlee  
 May 14/96.

June 1896 pd 6/1/97 \$ 126.20 00  
 Int to date 8.75  
 June pd 6/2/97 88.00 00  
 Int to date 6.10  
 June pd 1/29/98 49.28 00  
 25  
 \$ 278.58  
 1.04 at  
 \$ 382.58

No. 388-Attorney's Receipt Card.-12862000

No. 2103

Probate  
Estate of G. H. Brownlee

vs.

I respectfully ask leave to take from the Court House the file papers of the above mentioned suit for examination. Claim Middle West Printing Company

Sept 29 1897  
 Lewis M. Sabney  
 Attorney for M. S. Company

Leave granted

Judge

Received from the Clerk the file papers of above mentioned suit.

189

Attorney for

Dorsey Printing Co., Stationers and Binders, Dallas.

State of Texas  
County of Waller  
Before me J. C. Sahagan a  
Notary Public in and for Waller Co. Texas  
the day personally appeared M. M. Newson  
known to me to be the person whose name  
is subscribed to the foregoing instrument and  
upon being duly sworn says that the statement  
therein to be true and correct to the best of  
his knowledge and belief

Given under my hand and seal of office  
this the 15<sup>th</sup> day of April 1896.

J. C. Sahagan  
Notary Public  
Waller Co. Texas

The within claim  
for \$2800 is examined  
and approved and  
order paid in  
due course of  
administration  
as a first claim  
Oct 13<sup>th</sup> 1896  
J. C. Sahagan  
Notary Public

FILED  
MAY 14 1896  
L. W. [unclear] County Clerk,  
By [unclear]  
Circuit - 2-00

George Brumby  
\$2800

Estate of J. H. Bromlee, In County Court  
No. 1103 Head Dallas Court by  
Dec 27-1898

THE STATE OF TEXAS,

To all Persons Interested in the Estate of  
J. H. Bromlee  
Deceased.

W. J. Rain Administrator, has filed, in the County Court  
of Dallas County, his final Account showing the condition of said Estate,  
J. H. Bromlee deceased, together with his application  
for discharge from his said Administratorship,  
which will be heard at the next term of said Court, commencing on the first  
Monday in March A. D. 1899, at the Court House in the City of Dallas,  
at which time all persons interested in said Estate shall appear and contest said  
Account if they see proper.

WITNESS, A. Jackson  
L. H. HUGHES, County Clerk of Dallas County, Texas.

Given under my hand and the seal of said Court, at  
office in the City of Dallas, this 27 day of

Dec A. D. 1898  
A. Jackson  
L. H. HUGHES,  
County Clerk Dallas County, Texas.

By J. H. Taylor Deputy.  
Signed this Dec 27-1898 at Jackson Co. Clerk  
By J. H. Taylor sly

The State of Texas,

To the Sheriff or any Constable of Dallas County, GREETING:

YOU ARE HEREBY COMMANDED, To notify  
W. J. Rain  
Admin of the Estate of J. H. Bromlee Deed

by reading to him this writ, that at the last term of the County Court of said  
County an order was made requiring him forthwith to file his report &  
account, showing the condition of said Estate, and to show cause, if any he have,  
why a fine should not be adjudged against him for his failure to return the same  
at the proper time, as by law directed.

HEREIN FAIL NOT, but of this writ make due return, showing how you have  
executed the same.

Witness my hand and official seal at my office, in the City of Dallas,  
this 11 day of May A. D. 1899

A. S. B. SCOTT, Clerk,  
By J. H. Taylor Deputy.



In Re Estate of } In Probate Court  
G. H. Brownlee Deceased } of Dallas County  
Texas.

Now comes W. J. Kaine Administrator of the above estate and show to the Court: That nothing has been done with said estate except as is shown by the record herein and that at present there is nothing to be done. Respectfully submitted

W. J. Kaine  
By G. G. Wright  
Atty.

## THE STATE OF TEXAS.

To all Persons Interested in the Estate of

*G. H. Brownlee*

Deceased.

*W. J. Kaine* has filed in the County Court of Dallas County, State aforesaid, an application for letters of Administration upon the estate of said decedent

*G. H. Brownlee*

which application will be heard and acted upon by said Court, at the next term thereof, to be held at the Court House in the City of Dallas, County of Dallas and State of Texas and commencing on the first Monday in *January* 189*6*, at which time and place all persons interested in said Estate shall appear and contest said Application should they desire to do so.

WITNESS: L. H. HUGHES, County Clerk of Dallas County, Texas.

Given under my hand and the seal of said Court at office in the City of Dallas, this *14* day of *November* 189*5*

L. H. HUGHES,

County Clerk, Dallas County, Texas.

By

*A. J. Jackson*

Deputy.

2103

In Re Estate  
of G. H. Brownlee

Report of  
W. H. Jackson

Filed May 20-1897

W. H. Jackson  
Clerk  
My Commission

169

No. 2103  
COUNTY COURT.

ESTATE OF  
G. H. Brownlee

Deceased.

Notice of Application for Letters  
of Administration.

Issued this 14 day of Nov,  
A. D. 1895

L. H. HUGHES,  
County Clerk.

By W. H. Jackson Deputy.

SHERIFF'S RETURN.  
Came to hand the 14 day of Nov  
1895 and executed the 14 day of Nov

1895, by posting up three copies of this writ at  
three public places in Dallas County, one of which  
was at the Court House door of said County, and  
no two of which were in the same town or city.

Ben C. Cabell  
Sheriff, Dallas County.

By W. H. Jackson Deputy.

Dorsey Printing Co., Dallas, Tex.

1490

\$3.00



LAW OFFICE OF  
G. G. WRIGHT,  
247 MAIN STREET.

Dallas, Texas, \_\_\_\_\_ 189

Estate of G. H. Mowbray Dr  
1896 To Maude Mowbray  
Feb 6. City Tax for 1895 125 10  
State & County Tax 1895 98 95  
State of Texas }  
County of Dallas } 2,240 5

Before me the undersigned authority on this day personally appeared Maude Mowbray who after being by me duly sworn depose and says that the above and foregoing claim against the Estate of G. H. Mowbray deceased for \$2,240 5 is just and that all legal offsets, payments and credits known to affiant have been allowed that the above amt is for the city & State & County Taxes on property owned by said Estate for the year 1895, which Taxes were paid by affiant on Feb 6 1896.

Sworn to and subscribed before me this 13<sup>th</sup> Dec 1898  
Maude Mowbray  
H. Rowley Notary Public Dallas Texas

2103  
Claim against  
the Estate of G. H. Brown  
deceased.

Presented to me on  
the 6 day of July 1896  
and allowed for the  
sum of \$224.05

W. J. Hain  
Adm

Filed the 13 day of

Dec 1898

A. S. Jackson, Clerk Co. Court,

By W. J. Hain

Dec 1898

This claim is  
allowed and paid  
in full

W. J. Hain  
Clerk

Dallas, Texas, 189

Estate of ~~G. H.~~ Brownlee D.  
1895 Do. C. G. Brownlee  
Nov 7. P<sup>d</sup>. Middlesex Banking Co  
Int to Oct 1<sup>st</sup> 1895 49855.  
" 7. P<sup>d</sup>. Live ~~and~~ Grocery Co 6582  
" 8 " Coleman & Host. (Lumber) 2000  
" 24 " P<sup>d</sup>. Linthicum Funeral Expenses 24825  
State of Texas. } \$8,326.2

County of Dallas } Before me the undersigned authority  
on this day personally appeared C G Brownlee who  
after being by me duly sworn deposes and says  
that the above and foregoing claim against  
the Estate of G H Brownlee for \$8326.2 in  
favor of Affiant is just and that all legal offsets  
payments and credits known to affiant have been  
allowed. That affiant is cognizant of the facts  
contained in above statement and affidavit  
all of which are true.

*C. G. Brownlee*  
Sworn to and Subscribed before me this 13<sup>th</sup> Dec  
1898- *J. B. Baker* Notary Public Dallas Co Texas

2103  
Claim against  
the Estate of G. H. [unclear]

Presented to me  
on the 30 day of  
Feb, Nov 1895, and  
allowed for the  
sum of \$32.62

W J Kain  
adm

Filed the 13 day of  
Dec 1898

A. S. Japkins, Clerk Co. Court,

By W. H. [unclear] Deputy

Dec 24 98

These claims are  
approved and  
allowed paid  
O  
95- Received for  
Cofee

In Re.

Estate of G. H. Moulder } In County  
of Dallas, Texas }  
Court sitting  
in Probate

Now comes W. J. Kain aduc-horin  
and object to the allowance of  
Five Hundred & Twenty nine Dollars  
as an atty fee for proving  
up the claim of The Middlesex  
Banking Co. herein filed Nov  
5<sup>th</sup> 1896 and approved Dec 19<sup>th</sup>  
1896. Because said claim is  
unjust and unreasonable  
and because the conditions upon  
which such an amount could  
be claimed as atty fees never  
happened, by reason of which  
said atty fees could be  
demanded under the contract  
Y. Wright  
att. for  
W. J. Kain aduc



FEE BILL.

Day Visit,	\$2.50
Night Visit,	5.00.
Office Prescription,	1.50.
More than one member of family, each	1.00.
Examination or Advice,	5.00
Certificate of Health,	5.00.
Consultation,	10.00.
Midwifery,	25.00.
Consultation,	20.00.

Dallas Texas September 30<sup>th</sup> 1895

Estate of George Brownlee dec'd.

To S. D. Thurston, D.

OFFICE: 605 MAIN STREET.

1895	August 15	20 Prescription for Geo. Brownlee	\$ 1.00
	September 6	" Consultation and attending Geo. Brownlee, with Dr. W. M. Newsome, from September 5 <sup>th</sup> 1895, to date of death.	15.00
1896	May 19	20 Notary fee for this account	50
			<u>\$ 17.00</u>

I, S. D. Thurston, M.D. do solemnly swear that the above account is true and correct and that all just and lawful credits have been allowed.

S. D. Thurston

I, J. C. Yagoran, do solemnly swear that I am and for a long time have been personally acquainted with S. D. Thurston known to me to be the person whose name is subscribed to the foregoing instrument and being duly sworn state on oath that same is true and correct to the best of his knowledge and belief.

Given under my hand and seal of Office this May 19<sup>th</sup> 1896

J. C. Yagoran  
Notary Public  
State of Texas

The above claim is allowed

May 19/96

H. J. Kain  
Administrator



FILED

MAY 21 1896

L. H. HUGHES, County Clerk,

By *J. H. Smith*

*\$1700* allowed and  
ordered paid in  
due course of Ad-  
ministration as a  
first class claim  
Oct. 13<sup>th</sup> 1896

*J. H. Ash*  
Co Judge



The State of Texas,

To All Persons Interested in the Estate of

*J. H. Prownlee,*

Deceased.

*The Middlesex Banking Company,* a creditor of said Estate, has filed, in the County Court of Dallas County, an application for the sale of certain lands belonging to said Estate for the payment of the debts due of the following description, to-wit:

*Four Acres of land between North and Cretcher Streets, Begin at a point on the North East line of North Street 553 feet North 45° East from intersection of said line with N. E. line of College Avenue. Thence N. 45° East with S. E. line North Street 416 1/2 feet state. Thence South 45° East 400 feet state in N. W. line of Cretcher Street, Thence S. 45° West with said line 416 1/2 feet to rock. Thence North 45° West, 400 feet to beginning. Being same tract sold by W. H. Gaston to Martin A. Camp, July 21<sup>st</sup> 1874, by deed of record in Vol. V-Page 538, records deeds Dallas County Texas, to which reference is made,*

which application will be heard of the next regular term of said Court, commencing on the *1<sup>st</sup>* Monday in *November* A. D. 189*7*, at the Court House in the City of Dallas, at which time and place all persons interested in said Estate shall appear and contest said application, and show cause why such sale should not be made, should they choose to do so.

WITNESS: *L. H. HUGHES*, County Clerk of Dallas County, Texas.

Given under my hand and seal of said Court, at office in the City of Dallas, this *9* day of *October* A. D. 189*7*

*A. S. JACKSON*  
*L. H. HUGHES,*  
County Clerk Dallas County, Texas.

By *W. B. Paulinus* Deputy

160

No. 2103

COUNTY COURT.

ESTATE OF  
*G. W. Brownlee*

Deceased.

Notice of Application for Sale of Real Estate.

Issued this *9<sup>th</sup>* day of *Oct.*  
A. D. 189*7*

L. H. JACKSON,  
L. H. HUGHES, Co. Clerk.

By *W. H. Rawlins* Deputy.

SHERIFF'S RETURN.

Came to hand on the *9<sup>th</sup>* day of  
*Oct* 189*7* and executed  
the *9* day of *Oct* 189*7*  
by posting up three copies of this writ at three  
public places in Dallas County, one of which  
was the Court House door of said County, and  
no two of which were in the same town or city.

*Ben G. Catz*  
SHERIFF DALLAS COUNTY.  
By *W. H. Rawlins* Deputy.

S. D. ALDRIDGE & CO., PRINTERS, DALLAS.

*Fee \$300*  
*Recorded*

## The State of Texas,

To All Persons Interested in the Estate of

*J. H. Bourdieu*

Deceased.

*M. H. Cain* administrator

of said Estate,

has filed in the County Court of Dallas County, an application for the sale of certain lands belonging to said Estate for the payment of the debts due of the following description, to-wit:

Being part of the land described in the application for administration of said Estate in the City and County of Dallas Texas, Beginning for a point on the South East line of North St. 66 2/3 feet S 45 N from the original North corner of a tract of land containing 4 acres and being the same conveyed by W. H. Gaston to Martha Camp on 2<sup>nd</sup> day of July 1877 as per and recorded in Dallas County records of deeds in Book N page 538. Thence S 45 E parallel with the N E line of said 4 acres 200 feet to a stake for corner Thence S 45 N parallel with S E line of North St. 66 2/3 feet a stake for corner Thence N 45 W parallel with said N E line of said 4 acres 200 feet to a stake on S E line of North Street. Thence along same N 45 E 66 2/3 feet to the beginning

which application will be heard at the next regular term of said Court, commencing on the first Monday in September A. D. 1896, at the Court House in the City of Dallas, at which time and place all persons interested in said Estate shall appear and contest said application, and show cause why such sale should not be made, should they choose to do so.

WITNESS: L. H. HUGHES, County Clerk of Dallas County, Texas.

Given under my hand and seal of said Court, at office in the City of Dallas, this 1 day of April A. D. 1896

L. H. HUGHES,

County Clerk Dallas County, Texas.

By

*J. H. Justice* Deputy

160

No. 2103

COUNTY COURT.

ESTATE OF  
*J. H. Brantley*

Deceased.

Notice of Application for Sale of Real Estate.

Filed this 1 day of Aug  
A. D. 1896

L. H. HUGHES, Co. Clerk.

By *J. H. Brantley* Deputy.

SHERIFF'S RETURN.

Came to hand on the 7<sup>th</sup> day of  
Aug 1896, and executed  
the 3<sup>rd</sup> day of Aug 1896  
by posting up three copies of this writ at three  
public places in Dallas County, one of which  
was the Court House door of said County, and  
no two of which were in the same town or city.

*Ben C. Cobell*  
SHERIFF DALLAS COUNTY.

By *J. F. Carson* Deputy.

A. D. ALBRIDGE & CO., PRINTERS, DALLAS.

Fee \$3.00  
{Recorded}

## THE STATE OF TEXAS,

To the Sheriff or any Constable of Dallas County—Greeting:

YOU ARE HEREBY COMMANDED TO SUMMON

*M. J. Kainy*  
 Administrator of the Estate of  
*G. W. Brownlee Deceased,*

to appear before the Honorable County Court of Dallas County, State of Texas, at a regular term thereof, to be held at the Court House of said County, in the City of Dallas, on the *1<sup>st</sup>* Monday in *November* 189*7*

then and there to answer the petition of

*The Middlesex Banking Company, a Corporation,*

filed in said Court on the *9<sup>th</sup>* day of *Oct.* 189*7* against the said

*in the Matter of the Estate of G. W. Brownlee, dead, asking for an order directing the sale of certain real estate therein described, belonging to said*

~~for suit; said suit being numbered \_\_\_\_\_ the nature of which demand is as follows, to wit:~~

*estate, an order to pay the claim of said Company, in the sum of \$4445.<sup>37</sup> and interest and the sum of \$214.<sup>20</sup> Taxes, paid by said Company for said estate.*

*And to make and file herein a full exhibit showing the condition of said estate as required by law, and show cause if any he has why a sale of the property of said estate should not be ordered,*

and you will deliver to the said

*M. J. Kainy, Administrator*  
 of the Estate of *G. W. Brownlee, deceased,*

a true copy of this Citation.

Herein Fail Not, but due service and return hereof make, showing how you have executed the same.

ATTEST: A. S. JACKSON, Clerk of the County Court of Dallas County.

Given under my hand and seal of office, at Dallas, this *9* day of *Oct* 189*7*

A. S. JACKSON,  
 Clerk County Court, Dallas County, Texas.

By *W. B. Parsons* Deputy.

Original 160

CITATION.

No. 2103

COUNTY COURT,

DALLAS COUNTY, TEXAS.

Estate of  
S. M. Brown  
vs. Heirs

to Administrator

Issued this 4 day of Oct 1897

A. S. JACKSON, Clerk.

By *A. S. Rawins* Deputy.

Recorded - 5-37.

Clerks & Court, Manufacturing Stationers, Galveston. 297

SHERIFF'S RETURN.

Came to hand on the 11<sup>th</sup> day of October 1897, by delivering to *John H. Hain* Administrator of the Estate of *S. M. Brown* deceased the within named defendant.

In person, a true copy of this writ.

FEES:

Serving Copy, . . . \$

1.50

Mileage, . . . . .

1.00

Total, . . . \$

1.60

*Ben E. Cabell*  
Dallas County, Texas.

Sheriff

By *H. D. Simpson* Deputy.

FILED BY THE DALLAS GENEOLOGICAL SOCIETY-1978

No 2103

Estate of G.H. Rowlee  $\in$  In Probate Court Dallas  
Deceased  $\in$  County Texas

Now comes W. J. Kain, administrator of the above estate and shows to the court that in pursuance of an order of this court made on Apr 20, 1898 he sold the land <sup>he was</sup> thereon ordered to sell to Mrs A. Rembert, and that in pursuance of said order he took his note due 6 months after date in the sum of \$666.<sup>67</sup> with interest thereon from date at the rate of 8% per annum as the deferred pay-ment due the above estate under said sale, that he can sell said note at its par value to The City National Bank of Dallas County Texas and that said sale will be for the benefit of said estate and that the money is needed to be paid upon the debt of the Middlesex Banking Co. which has been duly allowed herein and exhibited as a ~~first~~ <sup>third</sup> class claim. Wherefore he prays for an order of this court directing & authorizing him to sell said note to the said The City National Bank at its par value, <sup>with interest</sup> which is its real value.

W. J. Kain

I state of Texas  $\in$  Before me the undersigned  
County of Dallas  $\in$  authority on this day perso-  
nally appeared W. J. Kain, administrator of  
the above estate who being by me duly sworn  
says that the facts set out in the foregoing report  
are true.  $\in$  U.S. Jackson / Clerk Co. Court  
By W. A. Paulkins Not. Dallas Co. Texas,

2103

Est. G. W. Brownlee  
Recd,  
W. J. Kaul Admr.

Admr's Application  
to sell Note.

FILED

Jan 11 1898

J. JACKSON  
Notary Public  
Albany, N. Y.

Jan 11 98

Application to  
sell the note referred  
to is hereby granted

Wm. J. Kaul  
Co. Judge

W  
M  
J  
K

Recorded

Deem to and subscribe



In Re Estate of }  
G N Browne Dec } in County Court  
                          } Dallas County Texas  
                          } sitting in Probate

Now Comes W J Kain  
and in reply to application  
of Misses Banking Co.  
Says that he is ready and  
willing to comply with  
any order made by this  
Court in this estate of which  
he is the administrator

G. G. Wright  
Att'y for  
W J Kain ad'm

Estate of H. H.  
Brownlee Decd

Reply of H. J.  
Kain Decd to  
application of  
Maddox & Bunker  
Geo

Filed October 30. 1897

A. Jackson Clerk

Chas. H. Jackson Jr



no. 2103

Bond of H. H. Kain  
as Administrator  
of the Estate of  
G. H. Brownlee

FILED

MAY 1 1895

L. E. [unclear] County Clerk.

By J. H. Daulton  
Clerk

{Recorded}

# "Exhibit A"

Statement of Property sold by H. J. Kain Adm'r  
of G. W. Brownlee deceased, and the disposition  
made of the proceeds. This Dec 24 1898.

1896

Sept 26	1 Lot at 66 2/3 feet by 200 fut sold to Mrs A A Reubert	133333	
" "	Pa Middlesex Banking Co.	126418	
" "	Pa Lewis & Jackson Comm sale of lot	6666	
" "	Pa Lewis & Jackson for survey of lot	250	
" "	Acknowledging deed	50	Bal 51
		133384	133384
	Balance	51	

1898

April 26	1 Lot sold 1115		
" "	A A Reubert		133333
" "	66 2/3 fut x 200 fut		
" "	Pa Middlesex Banking Co	87000	
" "	" "	28400	
" "	Higgins & Chase Ins	1875	
" "	Smith Bros (Sign)	375	
" "	Dr Thurston	1835	
" "	" Nicolson	2970	
" "	City Tax 1897, advertising sale of property in W. News	10555	
" "	Acknowledging deed	225	
" "	Balance	50	
		48	
	Balance	133333	133333

1898

Dec 12	Bal of Property sold to Wellshy Pa Middlesex Banking Co	412554	725000
	City Tax 1898	8410	
	State & County Tax 1898	4930	
	Acknowledging deed	50	
	Revenue Stamp on D	750	
	City, Brownlee	83262	
	Maude Brownlee	22105	
	G. S. Wright atty for services attending to estate from inquiring to find	25000	
	Balance	167639	
		725000	725000

1899

Mar 7	Casts	4650	167639
" "	Ch Brownlee	32607	
" "	Tom Brownlee	32607	
" "	Jess Brownlee	32607	
" "	Maude Brownlee	32607	
" "	Mrs Sister Edmunds	32607	
		167685	
	Errors	46	
		167685	167685

1899  
Mich 2

Blauel  
Casts  
St. Mowala  
Linn II  
Ginn II  
Mowala II  
Mushole & Mowala

4650  
32607  
32607  
32607  
32607  
32607

167639

Even

~~167685~~  
~~167685~~ ~~167685~~ <sup>46</sup>

In Re Estate of } In County Court of  
W. N. Brownlee } Dallas County Texas  
W. J. Kaine Adm'r } Sitting in Probate  
Now Comes W. J. Kaine administrator  
of above estate, and make this his final  
report herein, and shows, that he has  
disposed of all property that came  
into his hands as adm'r of above  
estate, and that he has made dispo-  
sition of the proceeds thereof as is  
shown in an itemized statement  
hereto attached, marked "Exhibit A" and  
made a part hereof, said exhibit also  
shows as well as the record herein that  
account that said property sold for,  
That there is nothing else to be done  
in said Estate, Wherefore said  
W. J. Kaine adm'r of said Estate prays  
the Court for a order discharging  
him from said administration  
finally and for such other order as  
he may be entitled to.

State of Texas,  
County of Dallas

W. J. Kaine  
Atty for W. J. Kaine  
Adm'r

Before me the undersigned  
on this day personally appeared W. J. Kaine  
who after bringing me duly sworn affaves  
and says that the above and foregoing  
report and the exhibit thereto are  
true

W. J. Kaine  
Subscribed and sworn to before me  
this 27 day of Dec 1898.

W. Jackson Clerk County Court  
Dallas County  
By J. H. Taylor

no 2103.

In Re Estate of } Monday Dec 12<sup>th</sup>  
G. H. Mrowka deceased } 1898.  
W. J. Kain Administrator }

This day came on to be heard and examined the report made by W. J. Kain Administrator of above estate of the sale of certain real estate owned by the said Estate of G. H. Mrowka deceased which said report was filed herein on the 5<sup>th</sup> day of December 1898. and gives the filed notes of said real estate sold said report being as follows. To wit:

In Re Estate of } In the County Court  
G. H. Mrowka deceased } of Dallas County, Texas.  
Sitting in probate

Now comes W. J. Kain administrator of the above estate and shows: That in compliance with the order of this Court made on the 12<sup>th</sup> day February 1898, authorizing him to sell the property herein described, he at Dallas Texas, sold to C. E. Wellesley of the City & County of Dallas Texas, the following described property: situated in the City & County of Dallas Texas, and being in Block No. 841 according to the official map of Dallas Texas. Beginning at a point on the S.E. line of North Street 533 feet N 45 E from the intersection of said line with the N.E. line of College Avenue. Thence N 45 E with the S.E. line of North St 216<sup>1</sup>/<sub>2</sub> feet to a stake the west corner of a lot sold to Mrs. A. A. Rembert. Thence S 45 E along the line of said Rembert lot 200 feet to the S corner of same. Thence N 45 E along the S.E. line of said lot 132<sup>1</sup>/<sub>3</sub> feet to the E corner of another lot sold to Mrs. A. A. Rembert. Thence N 45 W along the N.E. of North



2103

In Re Estate of  
Y. H. Brownlee  
Decd.

W. J. Kain  
Adm'r

FILED

DEC 27 1898

J. S. J. JOHNSON, Clerk,  
Co. Court DeKalb County.

By J. H. Day, 100

Sept 22, 1900

Final report of this  
Administrator examined  
and approved  
and he is finally  
discharged from  
his duty upon pay-  
ment of costs.

J. M. [Signature]  
Clerk

Sept 27 1900

Recorded 8-22-1

0127-1177000

0127-1177000

St line of said lot 200 feet to the SE  
line of North St. Thence N 45 E along  
said line of North St 6673 feet to the  
original corner of the 4 acres conveyed  
by W. H. Gaston to Martha Camp on Feby  
21<sup>st</sup> 1872. Book V pag 538. Thence S 45 E  
400 feet to a stake in the N 70<sup>or</sup> line  
of Crutcher St. Thence S 45 N with said  
line 416<sup>1</sup>/<sub>2</sub> feet to a Rock, Thence N 45 N  
400 feet to the beginning and being a part  
of the tract of land sold by W. H. Gaston  
to Martha Camp as above mentioned  
which property was sold by said  
W. J. Kaine adms for the sum of  
Seventy Two Hundred & Fifty Dollars  
(\$7250<sup>00</sup>) Cash, which said sale  
was privately made, that said  
amount is fair and reasonable  
price for said land, wherefore  
said adms prays for the confirmation  
of said sale &c

G. E. Wright

State of Texas }  
County of Dallas } Before me the under  
signed authority on this day personally  
appeared W. J. Kaine administrator  
of said Estate, who after being by  
me duly sworn deposes and says  
that the facts stated in the foregoing  
report are true

Atty for Adms

W. J. Kaine  
Sworn to before me by W. J. Kaine  
on this the 5<sup>th</sup> day of Dec 1898

A. S. Jackson

Clerk County Court  
Dallas County,

By J. H. Taylor Dy

And the Court having inquired

into the manner in which said sale  
was made, and the amount it was sold  
for. And having heard the evidence  
thereon and being satisfied that such  
sale was fairly made and in  
compliance with law it is  
considered by the Court and so  
ordered adjudged and decreed  
by the Court that said report  
of sale be and the same is hereby  
in all things approved and that  
said sale be in all things confirmed  
It is further ordered by the Court  
that the administrator W. H. Cain  
make proper conveyance of the  
property above described in said  
report to the purchaser of said  
property C. E. Wellesley upon  
compliance by said purchaser  
with the terms of said sale and  
that said report of sale be recorded  
in the minutes of this Court.

In Re Estate of  
G. H. Mowler  
Deceased

Confirmation  
of sale.

12/10/98

O 14 + 10

In Re Estate of  
G.N. Brownlee deceased

In the County Court of  
Dallas County, Texas sitting  
in Probate.

Now comes W.J. Kain administrator of the  
above estate and shows that in compliance  
with the order of this court made on the  
12<sup>th</sup> day February 1898, authorizing him to  
sell the property herein described. he at Dallas Tex  
sold to, C.E. Wellisley & the City & County of  
Dallas Texas. The following described  
property: Situated in the City & County of  
Dallas Texas and being in Block No 841  
according to the official map of Dallas  
Texas. Beginning at a point on the S.E  
line of North Street 553 feet N 45 E from  
the intersection of said line with the  
N.E. line of College Avenue, Thence N 45  
E with the S.E. line of North St. 286 <sup>1</sup>/<sub>2</sub> feet  
to a stake the West corner of a lot sold  
to Mrs A A Rembert, Thence S 45 E  
along the line said Rembert lot 200 feet  
to the S corner of same, Thence N 45 E  
along the S.E. line of said lot 132 <sup>1</sup>/<sub>3</sub> feet  
to East corner of another lot sold to  
Mrs A A Rembert, Thence N 45 W along  
the N.E. line of said lot 200 feet to  
the S.E. line of North St. Thence N 45 E  
along said line of North St 66 <sup>2</sup>/<sub>3</sub> feet  
to the original corner of the 4 acres  
conveyed by W H Gaston to Martha  
Camp on Feby 21<sup>st</sup> 1892, Book 2 p 538,  
Thence S 45 E 400 feet to a stake in the  
N.W. line of Crutcher St. Thence S 45  
W with said line 416 <sup>1</sup>/<sub>2</sub> feet to a Rock  
Thence N 45 W 400 feet to the beginning  
& being a part of the tract of land sold  
by W H Gaston to Martha Camp as above  
mentioned, <sup>which property was sold by said W J Kain admin</sup>  
for the sum of

Twenty Two Hundred & Fifty Dollars  
\$7250<sup>00</sup> cash, which said sale was  
privately made. That said amount is  
a fair and reasonable price for said  
land. Wherefore said adme prays for  
the confirmation of said sale. &c.

G. H. Wright  
Attor for Adme

State of Texas, }  
County of Dallas, } Before me the undersigned  
authority on this day personally appeared  
W. J. Kain administrator of said estate  
who after bringing me duly sworn  
deposes and says that the facts stated  
in the foregoing report are true.

W. J. Kain  
Sworn to before me by W. J. Kain on this  
the 5<sup>th</sup> day of Dec. 1898  
Attest: Clerk County  
Court Dallas Co.  
By J. H. Taylor

No 2103

In Re Estate of  
G. H. Morison  
Deceased

Report of  
Sale & Application  
for Confirmation  
thereof

FILED

DEC 6 1898  
A. S. JACKSON, Clerk  
of Court Dallas County

J. H. Taylor

Recorded in Minutes  
G. H. Wright

In Re Estate of } In the County Court of Dallas  
G. H. Mowbray } County, Texas, sitting in Probate  
Now comes H. J. Kain administrator

of the above estate and reports that he has sold to Mrs. A. A. Reubert of Dallas County, Texas, the following described property, to wit:

Beginning at a point on the south east line of Worth St. 133 2/3 feet S 45 7/8 from the original north corner of a tract of land containing about 4 acres and being the same conveyed by W. H. Gaston to Martha Camp on the 25th of Feby 1892, as per deed recorded in Dallas County Records of deeds in Book V page 538, and being the west corner of a lot heretofore conveyed to Mrs. A. A. Reubert, thence S 45 E parallel with the NE line of said 4 acre tract 200 feet to a stake for corner, thence S 45 W parallel with SE line of Worth St 66 2/3 feet a stake for corner thence N 45 W parallel with said NE line of said 4 acres 200 feet to a stake on SE line of Worth St, thence along said Worth St N 45 E 66 2/3 feet to the beginning for \$1333 <sup>33 1/3</sup> ~~xxx~~ one half cash and one half in 6 months with 8% interest per annum from date of said note, with vendition retained on said property, to receive the payment thereof, which sale was ordered on the 12 day of Feby 1898, ~~and made 18th 1898~~. That said amount is a fair & reasonable price for said property, that said sale was privately made, therefore said Adm prays for the confirmation of said sale.

8

G. H. Wright  
Att'y for adm

over,

State of Texas  
County of Dallas } Before me the undersigned  
authority, on this day personally appeared  
W. J. Kain who after being by me duly  
sworn depose and says that the facts  
stated in the foregoing report are true.

W. J. Kain  
Sworn to and subscribed before me by  
W. J. Kain on this the 20<sup>th</sup> day of April  
1888 Jackson Co Okla  
Dallas Co Tex as  
By J. H. [Signature]

7103

In Re Estate of  
G. H. Brown  
Deceased

Report & application  
for Confirmation  
of sale  
Recorded in Minutes

FILED Apr 20 1888

A. S. JACKSON,  
County Clerk, Dallas County, Tex.

[Signature]

Apr 20 98

All part of sale was  
made under a printed  
order was confirmed  
to make title & per  
chance upon same come  
to sale.

[Signature]  
Co. Judge

(M)  
942



Exhibit A

Field notes of land to be conveyed by  
W. J. Kain Adm

Being a part of the land  
described in the application for  
administration which land is situated  
in the City & County of Dallas Texas,  
Beginning at a point on the south  
east line of North St.  $133\frac{1}{3}$  feet  
S 45 W from the original north corner  
of a tract of land containing 4 acres  
and being the same conveyed by  
W. J. Gaston to Martha Camp on the 20<sup>th</sup>  
day of Feb, 1872, as per deed recorded  
in Dallas County Records of deeds  
in Book 2 page 538, and being the west  
corner of a lot heretofore conveyed to Mrs  
Rembert Thence S 45 E parallel with  
the N E line of said 4 acre tract 200 feet  
to a stake for corner Thence S 45 W  
parallel with S E line of North St  
 $66\frac{2}{3}$  feet a stake for corner, Thence  
N 45 W parallel with said N E line  
of said 4 acres 200 feet to a stake  
on S E line of North St Thence  
along said North St N 45 E  $66\frac{2}{3}$   
feet to the beginning

In Re Estate of } in the county court  
G.H. Brown deceased } of Dallas County, Texas  
W.J. Kain Adm. } sitting in Probate

Now comes W.J. Kain administration of the above estate & shows; that in compliance with the order of this Court he <sup>on Feb 21/98</sup> made herein, he has contracted to sell <sup>to Mrs. Kain</sup> 66 <sup>2</sup>/<sub>3</sub> feet by 200 feet of the land described in the application for administration for the sum of \$13.33 <sup>33</sup>/<sub>100</sub> which is a fair and reasonable price of said land. The filed notes of which 66 <sup>2</sup>/<sub>3</sub> x 200 feet is hereto attached marked Exhibit A and made a part hereof.

Wherefore that said contract of sale is one half cash and one half in 6 months ~~with~~ with 8% - Wherefore said W.J. Kain prays for such order as is necessary to authorize him to execute a valid title to said land.

State of Texas } G. Seeright atty  
County of Dallas } for W. J. Kain adm.

Before me the undersigned authority on this day personally <sup>at his residence</sup> W. J. Kain who after being by me duly sworn says that the facts stated above are true -

W. J. Kain  
Subscribed & sworn to before me  
this 18<sup>th</sup> day, March 1898.

As Jackson Co. atty  
Dallas Co  
By J. H. Dantordy

4123

In Re Estate of  
W H Mowler

Report of Sale  
of Land

FILED

MOKS 1899

A. S. JACKSON,  
County Clerk, Dallas County

By W H Mowler

Recorded in  
Minutes,  
N-242

Recorded in  
Minutes 1<sup>st</sup> time,  
N-294

Apr 18 98 Report of Sale & amount  
and appraisement of land conveyed  
to heirs is recorded in min. 242 & 294  
in Dallas County Clerk's office  
W H Mowler  
N-294

Estate of G.H. Brownlee. " In the County Court of  
" " "  
No. 2103, " Dallas County, Texas.  
\*\*\*\*\*

On this the 12th day of February, 1898, coming on to be heard the application of The Middlesex Banking Company for sale of real-estate of said estate filed herein October 9th, 1897.

And it appearing to the Court that due and legal notice of said application had been given, and W. J. Kain, Administrator of said estate, having appeared in open court <sup>by attorney</sup> and no objection being made to such application.

And it further appearing to the Court that said estate is indebted to The Middlesex Banking Company in the sum of \$4445.37 together with interest at the rate of 10% per annum thereon from the 5th day of November, 1896, and that said claim has been duly approved by the administrator and this Court and allowed and classified as a third class claim, and that the same is secured by a deed of trust lien <sup>on the land</sup> hereinafter described.

And it further appearing to the Court that the sum of \$382.58 City, State and County taxes have accrued against said real estate of which sum the said The Middlesex Banking Company has paid \$278.58 which payment with interest is secured by lien of said deed of trust upon such land, and that the sum of \$104.00 taxes is still due and unpaid to the City of Dallas.

And it further appearing to the Court that there are some small approved claims against said estate for expenses of the last sickness of said G.H. Brownlee.

And it appearing to the Court that by means of the accrual of interest upon said claims and taxes said estate is becoming more and more indebted, and that it will be for the best interest of said estate to sell the real estate belonging thereto or such part thereof as may be necessary for the purpose of discharging said claims and taxes, it is therefore ordered by the Court that W. J. Kain, administrator of the said estate, do at once proceed to sell the

real estate hereinafter described at private sale for cash or on the credit, and to apply the proceeds of said sale, First, to the payment of expenses of last sickness of G. H. Brownlee, Second, to the payment of taxes paid by The Middlesex Banking Company and those still unpaid, Third, the payment of said claim of the said The Middlesex Banking Company with interest thereon.

The said real estate is described as follows, to-wit:

Situated in the City and County of Dallas, Texas, being four acres of land between Worth & Crutcher Streets, beginning at a point on the S. E. line of Worth Street <sup>553 feet</sup> N. 45' E. from the intersection of said line with the N. E. line of College Ave. Thence N. 45' E. with the S. E. line of Worth Street 416 1-2 feet a stake. Thence S. 45' E. 400 feet a stake in the N. W. line of Crutcher Street. Thence S. 45' W. with said line 416 1-2 feet to a rock. Thence N. 45' W. 400 feet to beginning, being the same tract sold by W. H. Gaston to Martha A. Camp February 21st, 1872, by deed Recorded in Vol. V. page 538 Records of Deeds, Dallas County, Texas, to which reference is made: save and except a certain lot out of said tract heretofore sold under the orders of this Court and described as follows:

Begin 66 2-3 feet S. 45' W. from the N. corner of said tract. Thence S. 45' E. 200 feet <sup>Thence S. 45° W. 66 2/3 feet</sup> Thence N. 45' W. 200 feet to Worth Street. Thence N. 45' E. with same 66 2-3 feet to the beginning.

And it further appearing to the Court that said tract of land is susceptible of subdivision and that the same may be divided into lots and sold lot by lot to the advantage of said estate, and that thereby it will probably be unnecessary to sell all of said property; the said administrator is therefore ordered and directed to lay off said tract of land into lots of a suitable size and to offer said lots for sale according to the terms herein set forth, and to report all sales so made to this Court as required by law.

*Accepted True  
C. Judge*



County Court } Estate of G. H. Brownlee  
 Dallas County Texas } Deceased

The estate of G. H. Brownlee is indebted to  
 The Middlesex Banking Company as follows  
 to wit:

Note executed by said Brownlee to order of  
 said Company July 25<sup>th</sup> 1893, due Oct. 31<sup>st</sup>  
 1898 with interest from date at rate of 6% per annum  
 payable Semi-annually April first and October  
 first each year, interest and principal not  
 paid when due to bear interest at rate of  
 10% per annum. Said note has been declared  
 due for default in interest due April 1<sup>st</sup> 1896, and  
 placed in hands of Attorneys for collection  
 and there is now due on same.

Principal	\$5000.00
Interest at 6% Oct. 31. 95 to Apr. 1. 96	150.
Interest on said Interest Apr. 1. 96 to Oct. 31. 96	7.09
Interest at 6% on principal Apr. 1. 96 to Oct. 31. 96	141.86
Total Principal and Interest	\$5298.95
Two per cent Attys fees stipulated in note G. H. Brownlee	539.89
Total note and attys fees	\$5838.84
Cash paid Oct. 31. 96, deducted	1274.20
Balance due " " "	\$4564.64

Above and foregoing note is secured by deed  
 of trust executed by G. H. Brownlee to H. A.  
 Kahler trustee which is recorded in Vol  
 70 page 293 records Mortgages & Trust  
 Deeds Dallas County Texas, conveying ar-  
 tain premises in City & County of Dallas Texas  
 therein fully described. Said Company claims  
 a lien on said premises to secure said  
 debt.

Chas. L. Kuhn

Agent for The Middlesex Banking  
 Company

State of Texas } Before me the undersigned an-  
County of Dallas } thence this day personally appeared  
Chas L Kritz who being by me duly sworn says  
on oath that he is agent in Texas for The  
Middlesex Banking Company; that the  
above and foregoing claim of said Company  
is just, and that all legal offsets payments  
and credits known to this affiant have  
been allowed; that affiant is cognizant  
of the facts contained in this affidavit  
Chas L Kritz

Sworn to and subscribed before me by Chas  
L Kritz this 21st day of October 1896  
Lewis M Dabney  
Notary Public Dallas  
County Texas.

September 1896  
Above and foregoing claim of The Middlesex  
Banking Company presented to me this  
day, and allowed for the sum of  
dollars, with interest  
from date as provided in said note.

Administrator Estab. Geo H Brownlee Decedent



The

Estate

Scott Browder

---

Claim of The Mid-  
Mass Banking  
Company

---

Handwritten  
Sept 23/95

In Re Estate of J. In County Court  
G. H. Brannon of Dallas County Tex  
Sitting in Probate,  
Now comes W. J. Kain administrator  
of above estate and report that he  
has sold the following described  
property, To wit Beginning at a point  
on the south east line of worth Street  
66 2/3 feet S 45° W from the original north  
corner of a tract of land containing  
4 acres and being the same conveyed  
by W. C. Gaston to Martha Campbell on 21<sup>st</sup>  
day of July 1872, as per deed recorded  
in Dallas county records of deeds  
in Book V pages 538. Thence S 45°  
E parallel with the N E line of said  
4 acres 200 feet to a stake for  
corner. Thence S 45° W parallel  
with S E line of worth St 66 2/3 feet  
a stake for corner. Thence North  
45° W parallel with said  
N E line of said 4 acres 200 feet  
to a stake on S E line of worth St  
Thence along same N 45° E 66 2/3  
feet to the beginning To Mrs  
A. A. Rembert at Dallas Texas.  
for \$333 <sup>cash</sup> which <sup>sale</sup> was ordered  
on Sept 8<sup>th</sup> 1896. That said sale  
was made privately. That said amount  
is a fair and ~~good~~ reasonable price  
for said land, and asks the confirmation  
of said sale.

J. G. Wright  
Atty for admr

1 State of Texas  
2 County of Dallas } Before me the  
3 undersigned authority on this  
4 day personally appeared  
5 W. J. Kain who after being by  
6 me duly sworn deposes and  
7 says that the facts stated in  
8 the foregoing report are true  
9 W. J. Kain

10 Sworn to and subscribed before me this  
11 Sept 8-1896

12 *[Signature]*  
13 Notary Public  
14 in and for the State of Texas

15 In Re Estate of  
16 G. S. Brown  
17 deceased

18 ~~Report of sale~~

19 *[Signature]*  
20 Dated Sept 8-1896  
21 *[Signature]*

22 *[Signature]*  
23 My commission  
24 expires on  
25 report of sale confirmed  
26 and Adm<sup>r</sup> ordered to  
27 make conveyance  
28 on terms of sale being  
29 completed with the  
30 purchase  
31 Sept 15/1896 J. P. [Signature]  
32 Recorded in M. Court [Signature]

"Exhibit a"

(2)

"All that tract of land lying and being situate in Dallas County, near the Fair Grounds, the same being about one and one-half miles North of East from the Court House in the City of Dallas beginning on the North Side of a Fifty foot street at a rock corner from which a Post Oak tree 14 inches dia. brs. North 45 W.  $39\frac{1}{2}$  links and another 12 inches dia. brs. N. 12 W. 42  $\frac{3}{4}$  links distant: Thence N. 45 E. 416 $\frac{1}{2}$  feet to a rock corner in prairie; Thence N. 45 W. 400 feet to a rock corner; Thence E. 45 W. 416 $\frac{1}{2}$  to a rock corner; Thence S. 45 E. 400 feet to the beginning, containing four acres more or less, it being the same property conveyed by W. E. Hughes & wife to A. F. Hardie by deed dated 17th. day of November A. D. 1879."

*W. E. Hughes*

*Witness my hand and seal this 17th day of July 1876*

*W. E. Hughes*

40 1/2

(1)

In Re Estate of } in county court of  
G. N. Brown dead. } Dallas County Texas.  
In Probate

now comes H. J. Kain and shows:  
That G. N. Brown owned at his  
death four acres of land in the  
city & county of Dallas Texas, a full  
and complete description thereof  
is hereto attached marked Exhibit  
"A" and made a part hereof.

That said G. N. Brown was an  
unmarried man over 21 years old,  
That said property is all the property  
owned by said G. N. Brown that  
have to come to his knowledge.

That the appraisers A. W. Campbell  
& Dr. Wm. Falseter assisted in  
making this report of property owned  
by G. N. Brown.

H. J. Kain

Sworn to and subscribed before me the undersigned  
authorly this 26th day of July 1896

J. J. Stokes  
Notary Public Dallas Co  
Texas

(1)

In Re Estate of  
Y. A. Mowbray  
Deed

Report of Property  
owned said  
decedent

Filed July 25-1896  
R. H. Hughes Clerk  
Pm. + M. S. Weston Jr.

Recorded



Field notes of land sold by W. J. Kain  
 adm. Being a part of the land described in the  
 application for administration which land  
 is situated in the city & county of Dallas Texas.  
 Beginning at a point on the South east  
 line of North St 66 2/3 feet S 45 W from the  
 original north corner of a tract of land containing  
 4 acres and being the same conveyed by W. H. Gaston  
 to Martha Camp on 21<sup>st</sup> day of July, 1872. as per  
 deed recorded in Dallas county records of deeds  
 in Book V. pages 538. Thence S 45 ~~W~~ E parallel  
 with the NE line of said 4 acres 200 feet to  
 stake for corner. Thence S 45 W parallel with  
 SE line of North St 66 2/3 feet a stake for  
 corner. Thence N 45 W parallel with  
 said NE line of said 4 acres 200 feet  
 to a stake on SE line of North St  
 Thence along same N 45 E 66 2/3 feet  
 to the beginning

Exhibit B "

In Re Estate of } In County Court  
G.H. Brownlee deceased } of Dallas County  
W.J. Kain Adm. } Texas.

Now comes W.J. Kain adm of the above estate, & shows that there are no funds on hand nor any to come out of said estate, and no property out of which to realize any money except the real estate, described in the application upon which there is a mortgage for about \$5000.00 that this applicant has contracted to see 66 2/3 feet by 200 feet of said land sold in the application for the sum of \$1320.00, wherefor applicant prays for an order authorizing the sale of said lot for cash <sup>at private sale</sup> and that it be applied to said mortgage less commission of said sale that said amount ~~of \$1320~~ is a fair price for ~~the~~ <sup>the</sup> said land, the fees, ~~of~~ <sup>of</sup> which are hereto attached marked Exhibit A".

G. G. Wright }  
State of Texas } Atty for W.J. Kain  
County of Dallas } Adm.

Before me this underigned authority on this day personally appeared to ~~me~~ who after being by me duly sworn says that the facts stated above are true.

Sworn to and subscribed  
aug 1<sup>st</sup> 1896

W. J. Kain  
Atty for the said  
W. J. Kain  
In testimony whereof



In Re Estate

J. H. Knowles

deceased  
Application for Sale of Estate

W. H. K. Adams  
Adm.

Filed May 25-1896

W. H. K. Adams

By W. H. K. Adams

The Adm. is ordered  
to sell for cash the real  
Est. described at pri-  
vate sale & due report  
make to this Court

Sept. 8<sup>th</sup> 1896 J. H. Ash

M-23 Co. Judge

June 11<sup>th</sup> 1896 - 46

{Recorded}

Estate of G. K. Brown deceased  
W. J. Kain administrator

Upon this <sup>22</sup> 19 day of Sept 1900  
came on to be heard the final  
report of W. J. Kain Administrator  
of said Estate and it appearing  
to the Court that any and legal  
claims of G. K. Brown's estate  
and after hearing the pleading  
and evidence. It is the opinion  
of the Court that G. K. Brown's  
Tom Brown Jim Brown  
Maude Brown and Mrs  
Lester Edmunds are the only  
heirs of said G. K. Brown entitled  
to said estate and that said  
administrator has divided <sup>and</sup>  
said estate equally among  
said heirs who were entitled to  
there to and it further appearing  
to the Court that all of said property  
has been fully administered  
and finally disposed of

nothing further to be done  
It is therefore ordered adjud-  
ged & decreed that said W J  
Kain as administrator of  
said G H Brownlee estate do  
and he is hereby finally  
discharged from all obligations  
by reason of his appointment  
as administrator.

OK  
True  
C. J. J. J.



That on the 5<sup>th</sup> day of November 1896  
 said Estate was indebted to said Company  
 in the sum of \$4445.<sup>37</sup> and that  
 said debt was due and unpaid  
 and placed in the hands of attorney  
 for collection. That said debt was secured  
 by Deed of Trust executed by G. H.  
 Brounler 24<sup>th</sup> January 1893, recorded  
 in Book 70 page 293 records Trust Deeds  
 Dallas County Texas, conveying to Harry  
 A Kahler Trustee for said Company,  
 the following real estate; situated in the City  
 and County of Dallas Texas, four acres of  
 land between Worth and Crutcher streets  
 Begin at a point on the South East line  
 of North Street 553 feet North  $45^{\circ}$  East  
 from intersection of said line with  
 N E line of College Avenue. Thence  
 N  $45^{\circ}$  East with S E line Worth street  
 416  $\frac{1}{2}$  feet stake. Thence South  $45^{\circ}$   
 East 400 feet stake in N W line of  
 Crutcher Street. Thence S  $45^{\circ}$  West  
 with said line 416  $\frac{1}{2}$  feet to  
 rock. Thence North  $45^{\circ}$  West  
 400 feet to begin again, being same  
 tract sold by W H Gaston to Martha  
 A Camp Feby 21<sup>st</sup> 1872 by deed of

record in Vol <sup>Page</sup> 538 records deeds  
Dallas County, Texas, to which reference  
is made.

That said debt was evidenced by 5 notes  
of Gott Brownlee to said Company of  
even date with said <sup>per annum</sup> first bond for  
\$1000 each bearing 6% <sup>per annum</sup> interest payable  
Semi-annually, and interest at rate  
of 10% per annum after due, less  
credits thereon.

That on the 5th November 1896 said  
claim verified as required by law  
was presented to said administrator  
and by him accepted and allowed  
That on same day said claim was  
entered on the claim docket as re-  
quired by law, and that on the 19th  
of December 1896 said claim was  
presented to this court and allowed  
for the sum of \$4445<sup>00</sup> with interest  
at the rate of 10% per annum from  
Nov 5th 1896, and classified by the  
court as a third class claim.

That since said date neither principal  
or interest has been paid on  
said claim, and that applicant  
is informed and so charges, that

State County and City taxes have accrued and become delinquent against said premises, which taxes <sup>amounting to \$254.20</sup> have been paid by said Company. Wherefore applicant shows to the court that said premises should be sold by said administrator for the payment of said claim taxes, interest and costs.

Applicant further shows that said land is situated on two struts in the form of a parallelogram, and is easily susceptible of division into lots, and shows that if this be done and lots sold separately, that it will not be necessary in all probability to dispose of all thereof in order to pay said debt. Wherefore applicant prays that the administrator be cited to answer hereto in terms of the law, and that said property be subdivided and sold at private sale for cash and that the proceeds be applied

(5)

to payment of applicants claim.  
Applicant refers to its notes Trust  
Deed and claim filed in this court  
for a further showing herein,

Hill Sabney & Edmonson  
Attys & for The Middlesex  
Banking Company

---



2103

Estate Geo H Brownlee  
In County Court

---

Application of the  
Middlesex Bank of  
for sale of land.

---

FILED

Oct. 9 1847

A. S. 110  
A. S. 110

Cit to Advers & Notices  
issued Oct. 9, 1847

Recorded

Estate of G. H. Brounler } County Court  
 Deceased } Dallas County, Texas

Claim of The Middlesex Banking Co.

- Statement -

On January 23<sup>rd</sup> 1893 G. H. Brounler for a valuable consideration executed to order of above Company five notes for the sum of \$1000 each (hereto attached and made part of this claim) each bearing interest at 6% per annum payable semi-annually April 1<sup>st</sup> and October 1<sup>st</sup> each year. Default was made in payment of interest due April 1<sup>st</sup> 1896, and in accordance with terms thereof same were declared due and placed in hands of an attorney for collection. The following amount is still due on said notes.

Principal 5 notes \$1000 each	\$5000.00
Int 6% due April 1 <sup>st</sup> 96	150.00
" 10% on said int to Sept 21-96	7.05
" 6% Apr 1 <sup>st</sup> to Sept 21-96	142.48
Total principal + Int due 9.21-96	\$5299.48
10% attorney's fees.	529.94
Grand Total.	\$5829.42
By payments 9-21-96	
Interest	\$299.48
Principal	956.28
	\$1255.76
Bal due 9.21-96	\$4573.66

Forward

\$4573.66

Int 6% 9-31-96 to 10-31-96

In default Oct 1st, 96 & since accrued,

30.15

Dal due 10-31-96

\$4603.81

Deduct admin. paid 9-21-96

10/31/96 Current balance

\$4525.57 6%

This sum bears interest at rate of 6%

per annum, and is secured by deed of Trust executed by Gott

Brownlee July 24, 1893 conveying land therein described to Harry A Kahler

Trustee for The Middlesex Banking Company. Said Trust Deed is hereto attached and made a part hereof, and said Company claims a lien against the land thereby conveyed, for the payment of said debt, as a third class claim.

By agreement a further sum of \$1500 is advanced herefrom

State of Texas } Before me L. M. Dabney Notary Public  
Dallas County Tex and for said County and State, this day personally appeared Chas L Kribs, who being duly sworn says on oath that he is the agent of The Middlesex Banking Company a Corporation, that above and foregoing claim of The Middlesex Banking Company against the estate of Gott H Brownlee is just, and that all debts, assets, payments and credits known to affiant have been allowed, that affiant is cognizant of the facts contained in his affidavit.

Chas. L. Kribs

Sworn to and subscribed before me by Chas L Kribs this 31st October 1896

Lewis M Dabney Notary Public Dallas County Texas.

3,

The above and foregoing claim of  
The Middlesex Banking Co vs the  
Estate of Geo H Brounler presented  
to me this day of 1896  
and allowed and approved as a third  
Class claim for the sum of  
with interest from date  
at the rate of 6% per annum

Administrator Estate  
Geo H Brounler Deceased

G.  
AN. OR SEMI.

510007

No. T 3348

# THE MIDDLESEX BANKING COMPANY

OF

## MIDDLETOWN, CONNECTICUT.

Dallas, Texas, January 23<sup>d</sup> 1895

For Value Received, I promise to pay to THE MIDDLESEX BANKING COMPANY, of Middletown, Connecticut, on order, at The National Exchange Bank of Dallas, in Dallas, Texas:

One thousand \_\_\_\_\_ Dollars,  
on the first day of October, in the year 1898 with interest thereon at the rate of six  
per cent. per annum from date and maturity, payable semi annually as follows: Forty one  $\frac{1}{100}$   
Dollars on the first day of October 1893 and Twenty Dollars on the first day of each  
successive April and October

The principal of this note at maturity and all interest not paid when due to bear interest at the rate of ten per cent. per annum from the time due until paid, and it is hereby agreed, that principal and interest shall be paid in gold coin of the United States of America, of the present standard of weight and fineness.

I also agree to pay sum equal to ten per cent. on the amount due hereon, as attorney's fees, if this note is not paid according to its legal tenor and effect and is placed in an attorney's hands for collection.

It is hereby agreed that, in default be made in the payment of any one of the installments of interest above specified, then the said principal sum, with all accretages of interest, shall, at the election of the holder hereof, become at once due and payable, such election to be made at any time after default and without notice.

J. H. Brouncker

This note may be paid at any office of the Bank and Union Company, by payment according to the terms thereof, and by paying to such company in addition, the average rate of premium charged by banks of Dallas, Texas, during the preceding twelve months on New York Exchange.

With 1000 East line of College  
Street  
Middletown  
Connecticut  
Jan 23 1895

G.  
AN. OR SEMI.

510004

No. T 3349

# THE MIDDLESEX BANKING COMPANY

OF

## MIDDLETOWN, CONNECTICUT.

Dallas, Texas, January 28<sup>th</sup> 1893

For Value Received, I promise to pay to THE MIDDLESEX BANKING COMPANY, of Middletown, Connecticut, order, at The National Exchange Bank of Dallas, in Dallas, Texas:

One thousand Dollars,

on the first day of October, in the year 1898, with interest thereon at the rate of six per cent. per annum from date until maturity, payable semi-annually as follows: Forty one 50/100 Dollars on the first day of October 1893 and Thirty April and October Dollars on the first day of each

The principal of this note after maturity and all interest not paid when due to bear interest at the rate of ten per cent. per annum from the time due until paid, and it is hereby agreed, that principal and interest shall be paid in gold coin of the United States of America, of the present standard of weight and fineness.

I also agree to pay a sum equal to ten per cent. on the amount due hereon, as attorney's fees, if this note is not paid according to its legal tenor and effect and is placed in an attorney's hands for collection.

I hereby agree that, if default be made in the payment of any one of the installments of interest above specified, then the said principal sum, with all arrearages of interest, shall, at the election of the holder hereof, become at once due and payable, and collection to be made at any time after default and without notice.

J. A. Brainerd

This note may be paid at any office of Groves and Vinton Company, by payment according to the terms thereof, and by paying to such company in addition, the average rate of premium charged by banks of Dallas, Texas, during the preceding twelve months on New York Exchange.

G.  
AN. OR SEMI.

\$1000 #

No. T-334

# THE MIDDLESEX BANKING COMPANY

OF

## MIDDLETOWN, CONNECTICUT.

Dallas, Texas, January 23<sup>d</sup> 1893

For Value Received, I promise to pay to THE MIDDLESEX BANKING COMPANY, of Middletown, Connecticut, or order, at The National Exchange Bank of Dallas, in Dallas, Texas:

One thousand Dollars,

on the first day of October, in the year 1898 with interest thereon at the rate of see percent per annum from date of maturity, payable semi annually as follows: Forty one Dollars on the first day of October 1898 and Twenty Dollars on the first day of each succeeding April and October.

The principal of this note at maturity and all interest not paid when due to bear interest at the rate of ten per cent. per annum from the time due until paid, and it is hereby agreed, that principal and interest shall be paid in gold coin of the United States of America, of the present standard of weight and fineness.

I also agree to pay a sum equal to ten per cent. on the amount due hereon, as attorney's fees, if this note is not paid according to its legal tenor and is placed in an attorney's hands for collection.

It is hereby agreed that if default be made in the payment of any one of the installments of interest above specified, then the said principal sum, with all arrearages of interest, shall, at the election of the holder hereof, become at once due and payable, and the same to be made at any time after default and without notice.

G. H. Brundage

This note may be paid at any office of the Bank and Union Company, by payment according to the terms thereof, and by paying to such company in addition, the average rate of exchange charged by banks of Dallas, Texas, during the preceding twelve months on New York City.

G.  
AN. OR SEMI.

1000 #

No. T 3350

# THE MIDDLESEX BANKING COMPANY

OF

## MIDDLETOWN, CONNECTICUT.

Dallas, Texas, January 23<sup>rd</sup> 1893

This note may be paid before maturity, according to its legal tenor and effect and is placed in an attorney's hands for collection.

For Value Received, I promise to pay to THE MIDDLESEX BANKING COMPANY, of Middletown, Connecticut, order, at The National Exchange Bank of Dallas, in Dallas, Texas:

One thousand Dollars,  
on the first day of October, in the year 1898 with interest thereon at the rate of six per annum from date of maturity, payable semi-annually as follows: Forty one Dollars on the first day of October 1893 and Twenty Dollars on the first day of April and October

The principal of this note after maturity and all interest not paid when due to bear interest at the rate of ten per cent. per annum from the time due until paid, and it is hereby agreed, that principal and interest shall be paid in gold coin of the United States, of the present standard of weight and fineness.

I also agree to pay sum equal to ten per cent. on the amount due hereon, as attorney's fees, if this note is not paid when due to its legal tenor and effect and is placed in an attorney's hands for collection.

It is hereby agreed that, in default of payment of any one of the installments of interest above specified, then the principal sum, with all arrearages of interest, shall, at the election of the holder hereof, become at once due and payable, and no election to be made at any time after default and without notice.

J. H. Broun

This note may be paid at any office of Chase and Victor Company, by payment according to the terms thereof, and by paying to such company in addition, the average rate of premium charged by banks of Dallas, Texas, during the preceding twelve months on New York Exchange.

267



G.  
AN. OR SEMI.

51000\*

No. T 3346

# THE MIDDLESEX BANKING COMPANY

OF

## MIDDLETOWN, CONNECTICUT.

Dallas, Texas, January 28<sup>th</sup> 1893

For Value Received, I promise to pay to THE MIDDLESEX BANKING COMPANY, of Middletown, Connecticut, order, at The National Exchange Bank of Dallas, in Dallas, Texas:

One thousand Dollars,  
first day of October, in the year 1898 with interest thereon at the rate of six per annum from date of maturity, payable semi-annually as follows: Forty one 50/100 Dollars on the first day of October 1897 and Twenty Dollars on the first day of each of April and October

The principal of this note at maturity and all interest not paid when due to bear interest at the rate of ten per cent. per annum from the time due until paid, and it is hereby agreed, that principal and interest shall be paid in gold coin of the United States of America, of the present standard of weight and fineness.

I also agree to pay a sum equal to ten per cent. on the amount due hereon, as attorney's fees, if this note is not paid to its legal tender and is placed in an attorney's hands for collection.

I Herby Agree that, if default be made in the payment of any one of the installments of interest above specified, then the said principal sum, with all arrearages of interest, shall, at the election of the holder hereof, become at once due and payable, and no election to be made at any time after default and without notice.

J. H. Brownlee

This note may be paid at any office of Brown and Vinton Company, by payment according to the terms thereof, and by paying to such company in addition, the average rate of premium charged by banks of Dallas, Texas, during the preceding twelve months on New York Exchange

THIS NOTE MAY BE PAID BEFORE MATURITY, BY PAYING TO THE MIDDLESEX BANKING COMPANY, OF MIDDLETOWN, CONNECTICUT, ORDER, AT THE NATIONAL EXCHANGE BANK OF DALLAS, IN DALLAS, TEXAS, THE AMOUNT DUE HEREON, WITH INTEREST THEREON AT THE RATE OF TEN PER CENT. PER ANNUM FROM THE TIME DUE UNTIL PAID, AND IT IS HEREBY AGREED, THAT PRINCIPAL AND INTEREST SHALL BE PAID IN GOLD COIN OF THE UNITED STATES OF AMERICA, OF THE PRESENT STANDARD OF WEIGHT AND FINENESS.

This Indenture, Made this twenty fourth day of January in the year of our Lord One Thousand Eight Hundred and Ninety three, by and between

J. H. Brownlee  
of the County of Dallas and State of Texas part 4 of the first part, and HARRY A. KAHLER, Trustee, of the County of Dallas, and State of Texas, party of the second part, and THE MIDDLESEX BANKING COMPANY, of MIDDLETOWN, STATE OF CONNECTICUT, a corporation, party of the third part, WITNESSETH:

THAT WHEREAS, the said party of the first part

being indebted to the said party of the third part for the sum of seven hundred and eighty six Dollars and

due on the first day of October in the year 1898 with six per cent. interest per annum until maturity, and ten per cent. interest per annum on the principal after maturity and on all interest installments from the time when due until paid; all payable according to the terms and at the times stated in the said note and one promissory note aggregating seven hundred and eighty six Dollars, payable according to the terms stated in said note and in installments, as follows:

Eighty six <sup>46/100</sup> dollars October 1st AD 1893  
and sixty two <sup>5/100</sup> dollars on the first  
day of each succeeding April and  
October

with ten per cent. interest per annum on each installment from maturity till paid. The said note and (and each of them) being dated the Twenty third day of January 189 3, and payable in gold coin of the United States of America of the present standard of weight and fineness, to the said, THE MIDDLESEX BANKING COMPANY, or order.

Now Therefore, The said party of the first part, for and in consideration of the said loan of money, and the further consideration of one dollar to him paid by the party of the second part, the receipt of all of which is hereby acknowledged, do hereby grant, bargain, sell, convey and confirm unto the said party of the second part and to his successors in trust forever, the following described real estate situated in the County of Dallas and State of Texas, to-wit:

Four (4) acres of land situated  
between North and Critcher Streets  
in the City of Dallas, and describe  
as follows:

Begin at a point on the South  
East line of North Street. Five  
hundred and fifty three (553) feet  
North forty five degrees (45°) East  
from intersection of said line  
with North East line of College  
Avenue. Thence North forty  
five degrees (45°) East with South  
East line North Street four  
hundred and sixteen and one half  
(416 1/2) feet, stake Thence South  
forty five (45°) degrees East  
four hundred (400) feet, stake

in North West line Crutcher Street. Thence South forty five degrees (45°) West with said line four hundred and sixteen <sup>and one half</sup> (416½) feet to rock. Thence North forty five degrees (45°) West four hundred (400) feet to beginning being the same tract conveyed by W. H. Gaston to Martha A. Camp February, 21st AD 1872 by deed recorded in volume V page five hundred and thirty eight (538) records of Deeds, Dallas County, Texas, to which reference is made.

together with all machinery now upon or which may be hereafter put upon said premises, whether attached or detached, to have and to hold the above granted premises, together with the tenements, rights hereditaments, members, appurtenances and machinery, unto the said party of the second part and his successors in this trust forever.

**In Trust, Nevertheless,** That in case of default in the payment of said notes or any part thereof, or of the interest thereon according to the terms thereof, or in case of the breach of any of the agreements or covenants herein mentioned, or in any case herein provided, then, on the application of the legal holder or holders (or any one or more of them), of said notes, the said trustee or his successors is hereby authorized and empowered to sell the property hereby conveyed, to the highest bidder, for cash in hand, at the County Court House door in Dallas County, Texas, on the day and within the hours required by law, and after advertising according to law the time, place and terms of said sale, and the property to be sold. And it is hereby agreed that the said Trustee, or his successors, may sell said property together, or in lots or parcels, as to him shall seem expedient, and after said sale, as aforesaid, shall make, execute and deliver to the purchaser or purchasers thereof, good and sufficient deed or deeds in law to the property so sold, in fee-simple, and shall receive the proceeds of said sale and out of the same shall pay: first, all charges, costs and expenses of executing this trust; second, the debt and all other sums of money due or to become due hereunder, with interest as agreed, in such priority as he may determine; and third, shall render the overplus (if any) unto the said party of the first part, his legal representatives or assigns, on reasonable request. And the said trustee or his successors may abandon the sale of the said premises, after having advertised the same, and such abandonment shall not be construed to impair the right of said Trustee, or his successors, to re-advertise and sell said premises upon continuance of said default or violation or upon the occurrence of any default or violation thereafter; and at such sale or sales, the legal owner or owners or any one or more of them, of said notes, may purchase.

And the said party of the first part do not covenant with the said trustee and his successors and with the said party of the third part and its assigns as follows: that he has lawfully seized in fee-simple of said premises; that he has good right to convey the same; that the same are free from all incumbrances; that he will warrant and defend the title to the same against all lawful claims, and that he will make such further assurances of the said premises as may be necessary to confirm the title to the same to the said trustee and his successors; and for the better securing of said notes described herein, principal, interest, penalties and attorney's fee, do not further covenant and agree, with the said trustee and his successors, and with the said party of the third part and its assigns, to pay the sum named in said notes, according to the terms thereof, with interest as above specified; to permit no waste; to keep all of the improvements in as good repair as they now are, and to do or permit to be done, to said premises, nothing that may in any way impair or weaken the security under this instrument; to keep the buildings, now on or hereafter erected on said premises, insured for two

thousand Dollars in companies acceptable to, and with loss payable to the said trustee and his successors, to have the loss on all other policies on said buildings made payable to the said trustee and his successors, and to pay before the expiration of the term of such policies to the said trustee or his successors. And to pay before the expiration of the term of such policies to the said trustee or his successors.

And said party of the first part do not further covenant to pay all taxes before the same become delinquent which may be assessed within the State of Texas upon said premises or any part thereof.

repair as they may be required or permitted to be done, to said premises, insuring that may in any way diminish the security  
under this instrument; to keep the buildings, now on or hereafter erected on said premises, insured for the Dollars in companies acceptable to, and with loss payable to the said trustee and his successors,  
to have the loss on all other policies on said buildings made payable to the said trustee and his successors,  
policies to the said trustee or his successors. AND TO PAY THE TAXES, ASSESSMENTS, AND SUMS PAYABLE TO THE SAID TRUSTEE AND HIS SUCCESSORS,  
laid within the State of Texas upon said premises or any part thereof.

And said part of of the first part do, and, further covenant to pay all taxes before the same become delinquent which may be assessed within the State of Texas, against either the interest of the party of the second part, or the party of the third part in said premises or against the note or debt secured hereby while held by a non-resident of this State, provided that if such taxes together with the interest paid or agreed to be paid on such notes or debt, shall exceed ten per cent. per annum, then such part of of the first part shall not pay such excess, unless it shall have been first decided by the courts of last resort in this State, that the payment of such excess is not usurious, in which event, the said part of of the first part do, and, covenant to pay the same, on demand. But in no event is it the intention of this instrument, that said part of of the first part shall pay for the forbearance of the debt hereby secured more than ten per cent. per annum, together with such other charges, as may be held to be legal, but any charges, in excess of ten per cent. per annum, which may be held to be illegal shall not be collected from the part of of the first part, but shall be paid by the party of the third part. And in case of failure to so repay such sum or sums, or so to insure and so to deliver such policies, or so to pay such taxes or assessments or in case there exists any claim, lien or incumbrance upon the said premises, which is prior to this Trust Deed, the said trustee or his successors may effect such insurance and may pay such taxes or assessments, and may pay such claim, lien or incumbrance; and the sum or sums of money which may be paid by the said trustee or his successors in any case above specified, with interest from the time of such payment at ten per cent. per annum, shall be immediately due and payable, and shall become so much additional indebtedness, secured by this Deed of Trust.

In case however, any money is received on account of loss under such insurance policies, such money may, at the option of the party of the third part, or its assigns, be either paid to the insured or applied upon the items of indebtedness secured hereunder, whether such items be due or not, in such order as may be directed by the party of the third part or its assigns, and the said part of of the first part do, and, further covenant and agree, with the parties aforesaid, to pay the said trustee or his successors, for his services in case of any sale hereunder, a commission of five per cent. on the amount of the sale out of the proceeds thereof, and in addition his costs and expenses; and in case any other legal or equitable remedy is resorted to for the collection of the debt or sums herein mentioned, to pay ten per cent. on such debt or sums as attorney's fees, and to repay on demand any sum of money expended by the said trustee or his successors in any proceeding in law or equity affecting the title to or possession of the said premises, or in any probate or administrative proceeding affecting the debt or the premises aforesaid, together with his reasonable charges and attorney's fees.

**And it is Stipulated and Agreed,** Between the parties hereto, that in case of default in the payment of any one of the installments of principal or interest of said notes, or in case of the violation of any one of the above conditions, agreements or covenants, or in case any tax or assessment is assessed within the said State of Texas against the interest of the said trustee or his successors or of The Middlesex Banking Company or its assigns in said premises, or against the debt or notes secured hereunder while held by a non-resident, that then, and in either or any such case, the whole indebtedness hereby secured, principal, interest, penalties and attorney's fees, as above or in said notes provided, shall, at the option of the legal holder or holders (or any one or more of them) of said notes, become immediately due and payable without notice, and such holder or holders may proceed to collect the same by sale under this trust deed or otherwise as such holder or holders may elect.

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, or other recitals therein made as to the non-payment of the money secured, or as to the request to the trustee to enforce this trust, or as to the proper and due appointment of any substitute trustee, or as to the advertisement of sale, or time, place and terms of sale, or as to any other preliminary act or thing, shall be taken in all courts of law and equity as prima facie evidence that the facts so stated or recited are true.

And in consideration aforesaid, the part of of the first part do, and, hereby expressly waive and renounce the benefit of all laws now existing or that may be hereafter enacted, providing for any appraisalment before sale of any of the property hereby granted, commonly known as "appraisal laws," and also the benefit of all laws, that may be hereafter enacted, 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, commonly known as "stay laws" and "redemption laws," and do, and, 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 payment thereof of the property hereby conveyed, are expressly adopted and made a part hereof.

And it is expressly agreed that, by or because of any extension or extensions of the time of payment of any or all of the indebtedness secured hereby, or by or because of any payment made to said assured as aforesaid of any sum of insurance, the first lien hereunder and the effect of this instrument shall not in anywise be altered or diminished in favor of any junior incumbrancer or other party hereafter acquiring a lien on or interest in said real estate or any part thereof, but that the first lien under this instrument, on all said land, shall continue until all sums, interest and charges, as above provided, are fully paid.

**And it is Further Stipulated and Agreed,** That in case of the death, resignation, removal or absence of the said party of the second part from the city of Dallas, or his refusal or failure or inability to act, then such person as may be appointed by the said The Middlesex Banking Company, such appointment being evidenced by instrument, signed by the President of the said company, and recorded in the county where the above premises or any part of them are located, shall be and hereby is appointed and made successor in trust to the said party of the second part, and in case of the failure of the said The Middlesex Banking Company to so appoint by such instrument, or in case of the death, resignation, refusal, failure or inability to act of such person so appointed, then the acting Sheriff of Dallas County, State of Texas, shall be and hereby is appointed and made successor in trust. And the said part of of the first part do, and, hereby absolutely ratify and confirm any and all acts that the said Trustee, or his successor in this Trust, may lawfully do in the premises by virtue hereof.

It is further stipulated and agreed that no release, quitclaim or conveyance of this deed of trust, or of the debt hereby secured, shall be valid or sufficient, unless the said The Middlesex Banking Company shall evidence its consent by joining in the instrument releasing, quitclaiming or conveying such interest.

In Witness Whereof, The said part 4 of the first part ha h hereunto set his hand the day and year first above written.

IN THE PRESENCE OF

G. H. Brouner

STATE OF TEXAS,  
COUNTY OF Dallas.  
Before me Lewis M. Dabney a Notary Public on this day personally appeared G. H. Brouner known to me to be the person whose name G. H. subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed ~~and the said~~

having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said ~~acknowledged such instrument to be her act and deed, and declared that she 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 24<sup>th</sup> day of January A. D. 1893

Lewis M. Dabney  
Notary Public  
Dallas County Texas

STATE OF TEXAS,  
COUNTY OF Dallas, D. H. Hughes Clerk of the County Court in and for said County, do hereby certify that the foregoing instrument of writing was duly and correctly recorded in my office on the 25<sup>th</sup> day of January A. D. 1893 in Record Book 70 Page 293 at 9:00 o'clock A.M.

IN WITNESS WHEREOF, I hereunto set my name and affix the Seal of the said Court at my office in Dallas this 25<sup>th</sup> day of January A. D. 1893

D. H. Hughes  
Clerk County Court Dallas Co.  
By D. H. Rucal Deputy.

490-

U. S. 6-15-92, 400  
Note No. 3341.50  
TEXAS

Trust Deed.

STRAIGHT LOAN.

FROM  
G. H. Brouner

TO  
FRY A. KAHLER, TRUSTEE,  
FOR  
HIDLESEX BANKING COMPANY,  
Middletown, Conn.

180

State of Texas,  
of Dallas  
for record this 24<sup>th</sup> day of January 1893 at 9:00 o'clock A.M.  
D. H. Hughes  
Clerk.  
Deputy.

Page  
93 / 26 - 93 / 70 - 293

RETURN TO  
EVES AND VINTON COMPANY,  
DALLAS, TEXAS.

Cumingham & Co., Print. St. Paul, Minn.

Aug. 15, 93

No

Estate Geo H Brownlee

Claim of The  
Middlesex Banking  
Co

I as administrator of the estate of G. H. Brownlee  
hereby approve the <sup>claim</sup> within <sup>and</sup> advance by five promissory  
notes each for one thousand according to the face thereon and  
effect of said notes - with the exception of credits on each  
note.

This Nov 5<sup>th</sup> 1896

Five \$1000 5<sup>th</sup> 1896  
L. H. Keyless Co. Cash  
By J. H. Sawyer, Adm.

W. J. Kain  
Administrator  
of estate of G. H. Brownlee  
deceased.

M  
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This claim was presented to me and acted upon  
in open Court this the 19<sup>th</sup> day of December 1896  
and the same is approved & allowed as a valid certain-  
ly claim against the estate of G. H. Brownlee for the sum of  
four thousand four hundred and forty five <sup>(4445.37)</sup> dollars  
with interest thereon at rate of 10% per annum from the 5<sup>th</sup> day of  
November 1896 - and the same is classed by me as  
a third class claim against said estate, as being secured  
by a lien upon real estate.

Wm. H. Jones, Ch. Judge

*Exhibit A*

"All that tract of land lying and being situate in Dallas County, near the Fair Grounds, the same being about one and one-half miles North of East from the Court House in the City of Dallas Beginning on the North Side of a Fifty foot street at a rock corner from which a Post Oak tree 14 inches dia. hrs. North 45 W.  $39\frac{1}{2}$  links and another 12 inches dia. hrs. N.12 W. 42  $\frac{3}{4}$  links distant; Thence N. 45 E. 416 $\frac{1}{2}$  feet to a rock corner in prairie; Thence N. 45 W. 400 feet to a rock corner; Thence S. 45 W. 416 $\frac{1}{2}$  to a rock corner; Thence S. 45 E. 400 feet to the beginning, containing four acres more or less, it being the same property conveyed by W. E. Hughes & wife to A. F. Hardie by deed dated 17th. day of November A. D. 1879."

*and a property is of the value of Ten thousand Dollars*

*I appeared before me the undersigned and signed and sworn on the above and solemnly appeared J. H. Coon as witness and that the above is a true and correct copy of the above and says that she above*

*is a woman of sound mind and memory and is the owner of the above and that she is the owner of the above and that she is the owner of the above and that she is the owner of the above*

In Re Estate of } in County Court  
G. H. Brownlee deceased } Dallas County  
Texas, sitting  
in Probate

Now comes George H. Loomis  
A. W. Campbell & D. W. Falsette  
heretofore appointed herein by this  
court appraisers of said estate,  
Report that the property owned  
by said estate is hereto attached  
marked Exhibit A, and contains  
a full description thereof,  
which said property is of the  
value of Ten thousand Dollars

A. W. Campbell  
Geo. H. Loomis  
D. W. Falsette

State of Texas, } before me the under-  
County of Dallas } signed authority on this  
day personally appeared G. H. Loomis  
A. W. Campbell & D. W. Falsette each of  
whom after being by me duly sworn  
deposes and says that the above  
and foregoing is a correct & true  
appraisement of said property to  
the best of their knowledge and  
ability. Sworn to before me this 26<sup>th</sup> day of July AD 1896

J. J. Stokes  
Notary Public Dallas Co. Texas



(B)

In Re Estate of  
G. N. Brownlee, deceased

Report of Appraisers

Filed July 25 - 1896  
L. H. Haskins Clerk  
Wm. H. Haskins, Sr.

Examined and approved  
July 25<sup>th</sup> 1896  
J. H. Haskins  
L-592 Co. Judge

Recorded



In the Matters of the Estate of | In the County Court of  
G. H. Brownlee, Deceased. | Dallas County, Texas.

To the Honorable Court sitting in Probate:

W. J. Kain who is a resident citizen of Dallas County, Texas, and is a person of good character, shows to the Court that G. H. Brownlee departed this life on September 6th, 1895 leaving no will. That said G. H. Brownlee was a single man and an adult; that said G. H. Brownlee died in Dallas, Texas, where he resided; That he owned the following described real-estate, which is situate in Dallas County, Texas, to-wit:

"All that tract of land lying and being situate in Dallas County, near the Fair Grounds, the same being about one and one-half miles North of East from the Court House in the City of Dallas beginning on the North side of a Fifty foot street at a rock corner from which a Coast Oak Tree 14 inches dia. hrs. North North 45 W. 39<sup>1</sup>/<sub>2</sub> links and another 12 inches dia. hrs. N. 12 W. 42 3/4 links distant; Thence N. 45 E. 416 1/2 feet to a rock corner in prairie; Thence N. 45 W. 400 feet to a rock corner; Thence S. 45 W. 416 1/2 feet to a rock corner; Thence S. 45 E. 400 feet to the beginning containing four acres more or less, it being the same property conveyed by W. E. Hughes & wife to A. F. Hardie by deed dated 17th, day of November A. D. 1879." Which said property is of the value of \$10,000.00.

That the said G. H. Brownlee left three brothers and two sisters, all over 21 years old who are entitled to his estate, all of whom request this applicant to administer upon said estate, and with this application accompany said request. Applicant further shows to the Court that there is a mortgage upon said property to the amount of \$5000.00 That G. G. Brownlee a brother of decedent paid the interest on said loan which amounted to \$498.50

That said G.G. Brownlee paid out for said G.H. Brownlee's estate to T.F. Loughlin, grocery acct. -- \$65.62, to Dallas Corn Mills --- \$6.00, Holman and <sup>on acct</sup> ~~Hurt~~ -- \$20.00, and Water Rent, -- \$5.25.

That said G.G. Brownlee paid the funeral expenses of decedent which amounted to the sum of \$112.35.

Premises considered applicant prays the Court to be appointed Administrator of said estate with such bond as the Court may see fit to require, and such notice as is necessary under the law.

*[Handwritten signature]*  
Attorney for applicant.

VETERINARY SURGEON and DENTIST.

Special attention given to Cases of Surgery, Disease  
of Teeth, Castration of Ridding Horses,  
Lameness from Ringbone, Spavin  
and Bad Feet Successfully  
Treated.

240 Main St., Dallas, Tex.,

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In Probate Court  
In Re Estate of } Dallas County, Texas,  
G. N. Brownlee }

We hereby agree  
and make the request that  
W. J. Kain be appointed admin-  
istrator of the Estate of G. N. Brownlee  
deceased. We bring the 4/5 of  
the heirs entitled to said estate

C. G. Brownlee  
Mary de Brownlee.  
J. J. Brownlee  
J. E. Brownlee

2103

In the Matters of the Estate of  
H. H. Brownlee, Deceased.

Application for appointment of  
Administrator.

FILED

NOV 14 1895

L. H. HUNTER, County Clerk,  
by *L. H. Hunter*  
1895

Nov 14/95