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

Case Number 2795

Dallas Genealogical Society Founded 1955



#2795

FILMED BY DALLAS GENEALOGICAL SOCIETY - 1978

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AFFIDAVIT TO ACCOUNT IN PROBATE:

Mrs QU. Yatis cost

TO ED. C. SMITH & BROTHER, DR.

UNDERTAKERS AND EMBALMERS

CARRIAGES FOR WEDDINGS, BALLS AND CALLING

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COUNTY OF DALLAS.	BEFORE ME, the u	ndersigned authority, on this day per-
sonally appeared	with	who being
		: That the attached claim in favor of
Ed CSmith + 13	2	, and against the estate of
Milla Ua	tes	is just, true and unpaid, and that
all legal off-sets, payments and cre	dits, known to affiant h	ave been allowed

Sworn and subscribed to before me this

FR Spands Cliff

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MAR 21 1906

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1917

mrs J. W. Yates Dr. to Blandenship o ford for household furniture, watch + chamonds , horse and buggy in the sum of said sudebtituess bring evidence by & certain promissory nates, secured by Chattel Mortgage hereto sattached, said notes bring as follows; Que not presented June 19, 1905 for \$52.50 One not executed July 17. 1905 for 52.50 One note executed Voly 26, 1905 for 52 50 One not executatives, 6th 1905 for 15.00 Ou not executed april 22. 1905 for 210.00

THE STATE OF TEXAS.

AFFIDAVIT TO ACCOUNT IN PROBATE.

by me duly sworn, upon his oath deposes and says: That the attached claim in favor of Blandenship and against the estate of is just, true and unpaid, and that all legal process, payments and credits, known to affiant have been allowed

Sworn and subscribed to before me this

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32 A Shance Class
By A Her Dry to

Est Milla Yahr MAR 23 1906 april 6.06. This Claire was fromth allowed for 38250 claim this on thing day of mak out and whomp led mer.

An J. M. Julio Dr. Lo Services Kendered.

Aby 19, 1906

performing operation (At Pauls Santonin) 42500

THE STATE OF TEXAS,	AFFIDAVIT TO A	CCOUNT IN PROBATE.
COUNTY OF DALLAS.		dersigned authority, on this day per-
sonally appeared Dr. 77.7		who being
中国的大型的 The Manager of the Control o		That the attached claim in favor of
of franself		, and against the estate of
ma Jest yates		is just, true and uupaid, and that
all legal of sets, payments and cre-	dits, known to affiant ha	ve been allowed

Sworn and subscribed to before me this

this 2 Myning M.D. day Istach 190 for Motor, Outside Dallasco Dec

Est Milla Yatus 3983- Dreed Claim of Do Houng for 1125 to MAR 25 1998 apr. 6-0,-This claim consprented to me in this the 3 day Evanned and appears and allowed for the stand of 25 th as a 1st close of appears finely confusly? of meh 1906, and allowed for the seem of 126 " 1 W Gates hop bones

COUNTY OF DALLLAS. Estate of Milla Tates
Know all Men by these Presents, That we. A fater is as Principal, and FIDELITY AND DEPOSIT CO. OF MARYLAND,
as Sureties, are held and firmly bound unto the County Judge of said County of Dallas, and his successors in office, in the sum of Three Thomas Dollars; conditioned that the above bound J. W. If Ites who has been appointed Temporary Administrator of the Estate of Milla
Deceased, shall well and truly perform all the duties required of him under said appointment.
WITNESS our hands and seals, this polyales [SEAL] FIDELTY AND DETUSIT, CO. of MARYLAND, ISSUED
I do solomnly swear that I will well and truly perform all the duties of Temporary
Administrator of the Estate of Meller Jakes Deceased, in accordance with law, and with the order of Court appointing me such Administrator.
Sworn to and subscribed before me this I day of March 1906 I R Hues Cs. County Clerk, Dallas County, Texas. By Poffee Deputy.
By ANGER Deputy.

No.

COUNTY COURT,
DALLAS COUNTY.

ROND OF TEMPORARY ADMINISTRATOR.

ESTATE OF

DECEASED.

Filed Meh 7 A D. 190 h

FR Showers Clerk

By Assert Deputy

Examined and Approved this

day of mor

A. D. 1906

Herano Phinely County Julgo Dallor County

Thirty days, Without grace after date, I promise to pay to the order of BLANKENSHIP & GARD, at their office, Dollars, with interest at the rate of ten per cent. per annum after maturity until paid and ten per cent. additional on amount of said note for Attorney's fees if placed in the hands of an Attorney for collection or if suit is brought. Value received.

**Eller. J. W. : yater

Dallas, Feras, Dec 6 1905 \$1500

days, without grace after date, I

promise to pay to the order of BLANKENSHIP & GARD, at their office

with interest at the rate of ten pel cent, per annum after maturity until pard

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The State of Texas,) ss

COUNTY OF DALLAS.
KNOW ALL MEN BY THESE PRESENTS:
That I mrs & W. Yalis of Dallas County, Texas, in consideration
One Dollar, to Me paid by Blankenship & Gard, the receipt whereof is hereby acknowledged, has
pargained and sold, and by these presents do bargain and sell to the said Blankenship & Gard, the fo
A
owing described personal property, viz: One fairies hold walch
One Drawans Shirt
N. C.
7.3
Said property being now situated in
on one made by me dated frame 19% and described as follows: Fifty Days after date & prome to pay to the water of Plankenship from Fifty Two and & follows
and also to secure any open account or note for cash said Blankenship & Gard may furnish me during yer. And subject to the following conditions and directions, viz: If
t the maturity thereof, said sale shall become null and void, but if shall make default in the payment of said note, or any of them, or if Blankership & Gard, or their assignee shall at any time become said indebtedness becomes due, feel unsafe or insecure, because of the abuse of said property, then the said lankership & Gard, their agent or representative, is bereby authorized to take actual possession of said property.
riy, and to sell the same at public auction, for cash, at the Court House in Dallas County, Texas, after having fiven notice of the time, place and texus of said sale by notice posted at the door of the Court House of Dalla County, Texas, for ten days prior to such sale. And the proceeds arising from such sale shall be applied; fire
o the necessary and proper expenses of such sale, then to the payment of said note then remaining unpaid
the balance, if any, to be paid to me or my order.
shall not be necessary to the validity of such sale, however, that said Trustee shall have actual possession of
aid property, nor that the same shall be within view at such sale, but the purchaser or the purchasers thereof
hall be entitled to take possession of the same, nevertheless, whenever found.
I further represent that & sole owner of the above property, and have the right to mortgag
ame, and that the same is unincumbered.

elles j. W. yates

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	e teceived	, 5AL A			ells.j.W.yat	-
	of the foregoin with the origin	of ginstument nal), was dep	and of its cerosited with u	tificate of authentic and filed in my	County, Texas, do hereby ce ication (which copy was by me office on the	ay of
	10000000000000000000000000000000000000			a trop . No.		County, Texas, Deputy.
				LED		
				Dan E		•
*		ortgage.	W:	& Gard	State of Texav., 88. County. 88. This instrument was filed for record on the day of 190. tour of 0.0 clock M, and duly of 180k. Page.	Clerk
	Ho.	Chattel Mortgage.	mrs garyer	Blankenship & Gard	The State of Texas, County, This instrument was file, day of at the hour of o'clock, recorded in Book	of Chattel Mortgages of

The State of Texas,) ss county of dallas.

KNOW ALL MEN BY THESE PRESENTS:

And subject to the following conditions and directions, viz: And subject to the following conditions and directions, viz: If Ut shall pay said note at the maturity thereof, said sale shall become null and void, but if Ut shall make default in the payment of said note or any of them, or if Blankenship & Gard, or their assignee shall at any time before said indebtedness becomes due, feel musafe or insecure, because of the abuse of said property, then the said Blankenship & Gard, their agent or representative is hereby authorized to take actual possession of said property, and to sell the same #t public auction, for cash, at the Court House in Dallas County, Texas, after having given notice of the time, place and terms of said sale by notice posted at the door of the Court House of Dallas County, Texas, for ten days prior to such sale. And the proceeds arising from such sale shall be applied; first to the necessary and proper expenses of such sale, then to the payment of said note then remaining unpaid, the balance, if any, to be paid to order. It shall not be necessary to the validity of such sale, however, that said Trustee shall have actual possession of said property, not that the same shall be within view at such sale, but the purchaser or the purchasers thereof shall be entitled to take possession of the same, nevertheless, whenever found. I further represent that Texas, sole owners of the above property, and have the right to mortgage same, and that the same is unincumbered. Witness the hand this 227 day of Africa.		KNOW ALL MEN BY THESE PRESENTS:
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Dallas, Teras, april 22 mi 1 905 \$ 210 40 Thirty days, without grace after date, W4. promise to pay to the order of BLANKENSHIP & GARD, at their office, Awo Kinesord Fine. with interest at the rate of ten per cent. per annum after maturity until paid and ten per cent. additional on amount of said note for Attorney's fees if placed in the hands of an Attorney for collection or if suit is brought. Value received. The State of Texas, County of County, Texas, do bereby certify that a true copy County Clerk of. of the foregoing instument, and of its certificate of authentication (which copy was by me carefully compared ___day of__ with the original), was deposited with me and filed in my office on the at o'clock M., and that I have entered a minute thereof in Book, Page _____, of the Records of Chattel Mortgages of _____ Witness my hand and the Seal of said Court, at office, inday of County, Texas, County Clerk Deputy Blankenship & Gard

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Estate of Milla Yates, dec'd.

J W Yates, Temporary Administrators ----: In County Court, Dallas
County, Texas: -----: May Terms ----To the Hon. Hiram F Lively, Judge of said Courts --

Now comes J w Yates, Temporary Administrator of the estate of Milla Yates, deceased, and presents to the Court, this his Final Report, as such Temporary Administrator, together with his application for final discharge.

Your petitioner represents to the Court, that he was appointed Temporary Administrator of the estate of Milla Yates, deceased, by this Honorable Court, on the 7th day of March 1906, and duly qualified as such on the same day, by entering into Bond and taking the oath required by law.

That there came into his possession the following property, to-wit:

This Administrator further reports that he has paid the following claims against said estate, after same was duly allowed, and approved by the Court:-

Blankenship & Gard, \$382.50

Ed C Smith & Bro. 124.50

Dr Toung, 125.00

Total amount of claims, \$632.00

leaving a balance in his hands of, each --- \$868.00, and the Furniture above referred to.

This Administrator further reports that he is the surviving husband of Milis Yates, deceased; that the property above rentioned is the community property of himself and deceased wife, and that there are no children by said marriage; that the Administrator herein is the only person entitled to said estate and that there are no outstanding claims against said estate other than the Court Cost and costs of administration.

ALL AL

Whereupon he prays that upon examination of this his final report that same be approved and that upon payment of all cost of this administration and the turning over of the residue of said estate to himself as the legatee of same, that he and his Bundsmen be finally and fully discharged and this estate closed.

- por yates

State of Texas.

Saturd or

Q.

Sworn and subscribed to before me, this the 9 day of May 1906.

Notary Public, Dallas County, Texas.

En Milla Yates 3933 Dies Final Report .

In re estate of Milla Yates, dec'd.,

In the County Court of Dallas County, Texas.

To the Hon. H F Lively, County Judges-

Now comes J W Yates, a resident of Ballas County, Texas, and shows to the Court that heretofore, to-wit: on or about the 21st day of Feb 1906, Mills Yates, departed this life intestate; that at the time of her death and long prior thereto she resided in Dallas County, Texas; that petitioner further shows that at the time of her death she held two certain Insurance Policies in the Metropolitan Life Insurance Company, one in the sum of \$1000.00, and one in the sum of \$500.00; this petitioner further represents that there are some debts due by the estate including burial expanses, and that a necessity exists for the appointment of a Temporary Administrator, for the purpose of collecting said insurance policies, pay the debts incurred by reason of her last sickness and preserve the said estate pending further orders of this Honorable Court.

This petitioner further represents that he is the surviving husband of said decedent and in no way disqualified by law from acting as Temporary Administrator.

Wherefore he prays the Court that upon hearing hereof, he be appointed such temporary administrator with authority to collect said insurance, pay the funeral expenses of said decedent and preserve said estate, pending the further orders of this Court.

Est Mille Yates Dried Supplication for Justin tion -