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

Case Number 2463

Dallas Genealogical Society
Founded 1955

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#2463

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Book 1 Life is the time to prepare for
Know all men by
these presents that I W
Thomas H Halloway of the
County of Dallas and
State of Texas do make
this my last will and testament
being of a sound mind
do will and bequeath to my
wife Margaret E Halloway
one Seventh part of my entire
Estate according to a Written
agreement between her and
my self before marriage
after all my just debts is
paid the balance to be divided
between my children
in the following manner
Mary F Murphy W. Halloway
George L Halloway Margaret ann
Rafferty James E Halloway
Lucy Lee Lewis Elmer Halloway
Mary F Murphy to have one
Hundred dollars less for

no 2
House hold & Kitchen
furniture Receive of mine
Margaret Rafferty to
Receive two Hundred dollars less
for many Reasons, paid by
Halloway to have two Hundred
dollars less for many
Received and intent are same
W. L. Halloway one note of Written
it are same no less the note
is paid. Elmer Halloway
to have an additional forty
eight acres of land given
to his father L. L. Halloway
and fifty dollars
to be paid to him when he
became twenty one years old
James E Halloway to have
one Hundred dollars less
than two years of his time
before he was twenty one years
old. Bill to Halloway part
is to be paid to him when

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No 3 He wishes to be twenty one years old with the intent to be paid to his father or mother, payment to be made by the separation of he have to be twenty one years old. if not his part to be equally divided between my children

It is my wish wish and desire that my estate be sold to gather with all my personal property with the monies of the money with above stated given one two and three years on the remainder the in hundred dollars and interest to be paid off as are of the payments to my said children to be equally divided between my wife and my children after all debts is paid funeral and stonding

No 4 If I should not survive till the present crop is made or be gathered of my wife children help to winterwood gather my crop my wife is to have one fifth part of the crop after all is paid the remainder to be sold and divided with all my personal property of my discription when the money for the property is valuated to be divided equal as the law many. my one of the three old Laws bringing suit to distress the landlord are. and to leave any of my property & land prior at death in that case the part to be divided between my children at law. I further will that the Court have nothing to do with the will but the executor of the will and the use of mining mountain and taking hand of the estate

Estate of
James H Hadaway dec'd
Exhibit (A)

Filed Nov. 17. 1892
A P Scott Co Clk
By T. F Leeroy

Recorded Jan. 5/93
Kirkey

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No 5

when my estate is sold
I authorize my wife Margaret
to demand from the executor
to receive good and sufficient
receipts to same for the consi-
derations therein mentioned
this my last will and testament
to take effect after my death
this March 20th 1821

Samuel Hallaway

Witness

PS the above said
leaving any one of the
heirs to bring suit does
not apply to my children
in case my wife should
try to hold my property
against their wishes any
agreement in such
she should she is entitled
to have their claims

Samuel Hallaway

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INVENTORY AND APPRAISEMENT

Of the property, real and personal, belonging to the estate of James H. Kolloway dec'd

A farm of one hundred & land 1½ miles north of Lancaster in Dallas Co. Texas valued at	$3,000.00
200 acres timbered land land S E of Wilmer in Trinity River bottom valued at	400.00
House & lot in the Town of Lancaster valued at	500.00
Household and Kitchen furniture	30.00
Cash on hands	356.00
Two horses valued at	40.00
Three head of Cattle	35.00
Corn on hand 270 bushels	54.00
One hive of Bees	2.00
Farming implements & Corn Sheller	20.00
One Cotton Mill	60.00
Two old wagons	15.00
Remnant of Cotton in the seed	15.00
Old gin house that has fallen down	40.00
Total	$4,207.00

The State of Texas,
County of Dallas.

I, W. H. Johnson, Administrator with ~~will annexed~~ of the above named Estate, do solemnly swear that the foregoing is a true, full and complete Inventory of all the property, real and personal, belonging to said Estate, that has come to my knowledge.

W. H. Johnson

Sworn to and Subscribed before me, this the 10th *day of* December *A. D.* 1892

L. A. Lindsey J. P. & ex Office ~~Clerk Co. Court~~,
~~By~~ Notary Public ~~Deputy~~.
Dallas County Texas

The State of Texas,
County of Dallas.

Before the undersigned authority, this day personally appeared _____ *Appraisers of the above named Estate, heretofore appointed by the Court, and each being duly sworn, says that the above and foregoing is a just and true appraisement of the property pointed out to them as belonging to said Estate.*

K. A. Hamlin
J. H. Taylor
Appraisers

Sworn to and Subscribed before me, this 10th *day of* December *A. D.* 1892

L. A. Lindsey J. P. & ex Office ~~Clerk Co. Court~~, Notary Public
~~By~~ Dallas County Texas ~~Deputy~~

No. 1781

COUNTY COURT.

ESTATE OF

James H. Nadoway Decd.

INVENTORY AND APPRAISEMENT

Filed 13 day of Dec.
A. D. 1892

L. N. Hughes
COUNTY CLERK.

By A. Jackson Deputy.

Examined and approved this 13th
day of Dec. A. D. 1892

T. T. Nash
COUNTY JUDGE.

A. D. Aldridge & Co., Stationers and Printers. 856

Recorded

NOTICE OF APPLICATION FOR SALE OF REAL ESTATE — A. D. Alexander & Co., Stationers, Printers and Blank Makers, Dallas, Texas.

The State of Texas,

To All Persons Interested in the Estate of James H. Holloway, **Deceased.**

W. H. Johnson, 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:

1st Tract: Being a part of the J. J. Phillips Survey, and beginning at the S. E. corner of a tract of land purchased by W. S. Carroll and W. A. Orr, of J. J. Steele, thence S. to the original S. E. corner of the James Tison tract of land, thence W. to the S. E. corner of W. S. Moffett, thence N. with said Moffett E line to the S. W. corner of the tract of land purchased by said Carroll & Orr of J. J. Steele as aforesaid, thence E. to the place of beginning containing Ninety Six acres more or less.

2nd Tract: Beginning at the S. E. corner of J. H. Scotts survey of 640 acres thence S. 60 W. 237½ vrs. to a stake from which a Post Oak 8 in. bears N. 60 W. 1 vrs. and another Post Oak 6 in. bears N. 60 E. 1 vrs.; thence N. 30 W. 475 vrs. to a stake from which a Spanish Oak 18 in. bears N. 50 W. 5 vrs. and a Post Oak 6 in bears S. 41 E. 2½ vrs.; thence N. 60 E. 237½ vrs. to a stake from which a Post Oak 6 in. bears N. 76 W. 4½ vrs. a Post Oak 8 in. bears N. 13 E. 4 vrs.; thence S. 30 E. 475 vrs. to the beginning, containing 70 acres of land.

which application will be heard at the next regular term of said Court, commencing on the First Monday in May A. D. 1894 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 28 day of March A. D. 1894

L. H. HUGHES,
County Clerk Dallas County, Texas.

By A. B. Rawlins Deputy

68

No. 1731

COUNTY COURT.

ESTATE OF

James H. Halloway.

Deceased.

Notice of Application for Sale of Real Estate.

Issued this 28 day of March A. D. 1894

L. H. HUGHES, Co Clerk.

By A B Lawrence Deputy.

SHERIFF'S RETURN.

Came to hand on the 28 day of March 1894, and executed the 28 day of March 1894 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 E Clark SHERIFF DALLAS COUNTY.

By T T Carson Deputy.

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

Fee $1.00 Recorded

No. 1731

Estate of James H. Holloway Deceased
N. H. Johnson Admr

In Comty Court
Dallas County
State of Texas

Now come N. H. Johnson, administrator of said estate, and the Mercantile Trust Company and Samuel M. Jarvis Trustee, and show to the Court that by inadvertence said administrator refused to allow claim for attorneys fee by said Trust Company and Jarvis Trustee, that said administrator, in order to avoid litigation delay and expense desires to reconsider said action rejecting said claim for attorney fee and further show that the statement of claim by said Mercantile Trust Company and Samuel M. Jarvis Trustee was filed herein by the administrator and not by said claimants.

Petitioners therefore pray that said administrator have leave to withdraw said claim from the files herein, and to reconsider his said former action rejecting said claim for attorneys fee, and to pass on said claim again the same as if it had never been passed upon.

F. D. Cosby
Atty for N. H. Johnson Admr
Dickson & Morris
Atty for Mercantile Trust
Co. & S. M. Jarvis Trustee

Leave granted to withdraw claim as above asked for June 31st 1894
J. F. Nash
Co Judge

No. 1781
Estate of James H Holloway
Deceased
W. H. Johnson adm

Application to
withdraw & reconsider
claim Mercantile
Trust Co. et al

FILED
JAN 31 1894
L. H. HUGHES,
County Clerk.
By [illegible] Deputy.

FILMED BY THE DALLAS GENEALOGICAL SOCIETY-1978

Estate of James H. Holloway
W. H. Johnson Admr to
H. D. Cosby Dr

To fee for services in preparing and presenting application to probate will of Deceased procuring appointment of Admr preparing and presenting written proof on proposing will, attending to bond issuing &c $100.00

The State of Texas }
County of Dallas } Before me the undersigned authority on this day personally appeared H. D. Cosby who after being by me duly sworn deposes and says the above claim against the estate of James H. Holloway dec'd is just and that all legal offsets payments and credits known to affiant have been allowed

H. D. Cosby

Sworn to & subscribed before me this Jany 27th 1893

Ed S. Sanderdale
Justice of the Peace and
Ex officio a Notary Public
for Dallas County Texas

Presented and allowed this 1st day of Feby 1893

W. H. Johnson ~~Admr~~
A D

Estate
of
James H. Hathaway dec'd

Claim of A. B. Canty
Filed Feby 3rd 1893
L. R. Hughes Co. Clk

Approved & allowed
Feby 1st 1893
T. F. Nash
Co Judge

Estate of

J. H. Hodoway dec'd

In County Court
Dallas County
Tex

Now comes W. H. Johnson Admr of the estate of J. H. Hodoway dec'd and shows to the Court that there is in his hands belonging to said estate three head of cattle which are now an expense to said estate for feeding and care and the best interests of said estate will be subserved by a sale of said cattle. Wherefore said Administrator respectfully asks that ~~said~~ he be directed to sell said property at public or private sale as to the Court may seem best for the interests of said estate.

And he will ever pray &c

F. D. Cosby
Atty for Administrator

Estate
of
J. H. Holloway Dec'd

Application to sell
Personal Property

Filed April 12th 1893
L. H. Hughes Co Clerk
By A. L. Elliott D.

Application granted
& Admr ordered to
all property described
at private sale for
cash & deal report
made to this Court
Sept 16th 1893
T. J. Nash
Co Judge

Estate of J. H. Holloway Dec'd

In County Court Dallas County Tex

Now comes W. H. Johnson Admr of the Estate of J. H. Holloway Dec'd and shows to the court that there is now on hand belonging to said estate ~~about~~ a lot of corn amounting to between two & three hundred bushels that said property is liable to waste and be destroyed and that the best interests of said estate would be conserved by an immediate sale of said property and at private sale.

Wherefore he prays that he be directed to sell such property immediately and at private sale

W. H. Johnson

Sworn to and subscribed before me this 1st day of February 1898

F. Cosby Notary Public in & for Dallas Co Texas

Estate

of

J. H. Hodnett deceased

Application to sell perishable personal property

FILED

FEB 1 1893

L. H. HUGHES, County Clerk.

By A. L. Ernest DEPUTY.

Application granted and the Administrator is authorized to sell the property called for herein at public auction for the best price he can get for the same to the highest bidder for the estate

Friday, 1st 1893 — 8 o'clock

Co. Court

Estate of James H. Holloway decd. } In County Court of Dallas County Texas

Now comes Mrs M. C. Holloway and shows to the court that she is the surviving widow of James H Holloway decd and as such has the first right to administer on the estate of said deceased, and that she hereby waives her right to administer on such estate in favor of W. H. Johnson who resides in Dallas County Texas, and is not disqualified from acting as such administrator

Mrs M X C Holloway
mark

Attest
T. D. Coxley

Petition

of

James H. Holloway Dec'd.

Matter of right to administer by Mrs M. E. Holloway

FILED Nov. 28th 1892
L. H. HUGHES, Clerk County Court,
By A. S. Jackson DEPUTY

Recorded Jan. 5. 1893.
Kirksey

Estate of James H.Holloway,Deceased #1731. W.H.Johnson xxxxxxx Administrator with the will annexed	ADMINISTRATION PENDING IN THE COUNTY COURT OF DALLAS COUNTY, TEXAS.

Now come The Mercantile Trust Company, a private corporation, organized and incorporated under and by virtue of the Laws of the State of New York, and having its principal office and principal place of business in the City and County of New York, State of New York, and Samuel M.Jarvis, Trustee, who resides in Jackson County, Missouri, and respectfully show to the Administrator of said Estate, and to the said Court:

That heretofore, to wit: on January 1st, 1889, the said James H.Holloway, now deceased, executed and delivered to the Jarvis-Conklin Mortgage Trust Company a certain bond or note, in the sum of $600.00, dated January 1st, 1889, payable 5 years after date, to the order of the Jarvis-Conklin Mortgage Trust Company at its office in Kansas City, Missouri, for the sum of $600.00 lawful money of the United States, with interest thereon at the rate of 6% per annum, payable annually on the first day of January in each year, according to the tenor and effect of the interest notes of even date therewith and attached to said bond, said note to draw interest from date at the rate of 12 per cent.per annum, if either principal or interest remains unpaid ten days after due. At the option of the legal holder, after any of said interest notes remain due and unpaid 10 days, the whole of the principal and interest may be declared immediately due and payable, the said note being given for an actual loan of the above amount, and secured by a trust deed of even date therewith, which is a first lien on the property.

therein described, said trust deed being hereinafter more fully mentioned and described. That, on the same day and date, the said James H.Holloway executed and delivered to the said Jarvis-Conklin Mortgage Trust Company, five interest coupons attached to said bond payable to the said Jarvis-Conklin Mortgage Trust Company, or bearer, at the office of said company, in Kansas City, Missouri, in the sum of $36.00, each for interest due on said principal note of $600.00, and each coupon bearing interest at the rate of 12 per cent.per annum after due. That said coupons maturing, respectively, January 1st, 1890, 1891 and 1892, have been paid. That said principal note of $600.,and said coupons maturing January 1st, 1893, and January 1st, 1894, are unpaid. A substantial copy of said $600.note and unpaid coupons is hereto attached, marked "Exhibit A" and is made a part hereof for greater particularity.

That on, to wit: the 1st day of January, 1889, for the purpose of securing the payment of said note and coupons, the said James H. Holloway executed and delivered to Samuel M.Jarvis, Trustee, a certain deed of trust, whereby he, the said James H.Holloway did grant bargain, sell and convey, unto the said Samuel M.Jarvis, Trustee, or his successors in trust forever, the following described lands and premises, situate in Dallas County and State of Texas, known and described as follows, to wit:

50 acres of the Thomas A.Phillips 640 acres Survey, patent No.331,Volume 12. Beginning at southeast corner of said Survey; thence North with East line thereof Ninety-six (96) rods to southeast corner of John Adams tract. Thence West with said Adams line 83 1/3 rods. Thence South 96 rods to south line of Phillips Survey Thence East 83 1/3 rods to the Beginning.

The said trust deed provided that in case of default in the payment of said indebtedness, or any part thereof, with the interest thereon, at the time and in the manner and at the place specified for the payment thereof, or in case of ~~the~~ waste or non-payment of taxes, or neglect to procure or renew insurance, or in case of a

breach of any of the covenants or agreements therein contained, then, and in such case, on the application of the legal holder of said note, it shall and may be lawful for said party of the second part, to wit: Samuel M.Jarvis, as Trustee, or his successors in trust, to enter upon, possess, hold and enjoy the above granted premises, and [illegible] without such entry, after having advertised said premises for sale 20 days by posting written notices at the front door of the Court House of Dallas County, Texas, sell the said premises or any part thereof, and all right and equity of redemption of said party of the first part, to wit: said James H. Holloway, at public vendue, at the door of the Court House in the County where the premises are situate, or at the door of the court house of Dallas County, Texas, as he may elect, to the highest bidder for cash, at the time appointed in such advertisement, or to adjourn the sale from time to time, at discretion; and upon the making of such sale or sales, the said party of the first part, to wit: James H.Holloway did authorize and empower said party of the second part, to wit: said Samuel M.Jarvis, Trustee, or his successors, in his or their name, to execute and deliver to the purchaser or purchasers a deed or deeds of conveyance in fee of the premises sold by virtue thereof, it being agreed that the recitals in said deed should be taken and accepted as prima facie evidence of the facts therein stated, and to apply the proceeds of such sale to the payment, First, The costs and expenses of executing said trust, including lawful attorney's fees and compensation to the Trustee for his services; Second, All sums of money paid by the second party, or the holder of said note, for insurance, taxes, assessments or charges to protect the title or possession of said premises, together with interest from the time of paying the same, at the rate

and interest [illegible], and [illegible] the surplus, if any, to the said first party.

Said trust deed further provided that, in case of any suit being instituted for the collection of the said debt, or any part thereof, that the said James H.Holloway should pay to said Samuel [illegible] ten per cent of the face of the note secured by this deed of trust as solicitor's fee, and that a judgment or decree might be rendered for the payment of such sum, in addition to the taxable costs of such suit.

Said trust deed further provided that, in case of default in any of said payments of principal or interest as aforesaid, or in the event of a breach of any of the covenants or agreements therein then, and in that case, the whole of said principal sum thereby secured, and the interest to the time of sale, and all moneys advanced to that time, shall, at the option of the legal holder of said note, or any part thereof, the trustee therein named, or then acting, or either or any of them, at once become absolutely due ,and payable without notice to the first party, and the said premises might be sold in like manner and with the same effect, as though said indebtedness be fully matured by lapse of time in said obligation mentioned.

Said trust deed contained other provisions and stipulations not deemed material to the purposes of this application. A substantial copy of said trust deed, marked "Exhibit B" is hereto attached and made a part hereof, for greater particularity.

That afterwards, and before the maturity thereof, said Jarvis-Conklin Mortgage Trust Company, for a valuable consideration, endorsed and delivered said bond and coupons, and the deed of trust, to the said Mercantile Trust Company, which is now the legal holder and owner thereof.

That default in the payment of interest due on January 1st, 1[illegible] the said Mercantile Trust Company and the said Samuel M.Jarvis, Trustee, have elected, and do hereby elect, to declare the entire principal and interest due and payable. That default having been made in the payment of said interest, and the said James H.Holloway having died, it has become necessary to employ attorneys to collect said debt, and to [illegible] said claim in this court to preserve and enforce said lien, and to collect said debt, and said suit is hereby instituted and legal proceedings instituted for the purpose of collecting the same.

Wherefore said defendant, Mercantile Trust Company and Samuel M.Jarvis, Trustee, pray that said claim be allowed as a valid claim against said Estate, and that said property conveyed by said deed of trust be ordered sold for the purpose of paying said debt; that your petitioners be allowed ten per cent.as solicitor's and attorney's fees, in addition to the face of said note and interest, and that the same be declared to be a lien on said land; and your petitioners further represent that said debt constitutes a vendor's lien upon said land, and a superior lien to all other debts and demands. And your petitioners also pray that said debt be decreed to be a first lien upon said lands and premises, and they also pray for all general and special relief.

Samuel M. Jarvis

Lehoun & Maxwell

Attorneys for petitioners.

No 4 On January first 19 13 for value received promise to pay to the JARVIS-CONKLIN MORTGAGE TRUST CO. or bearer at the office of said Company in Kansas City, Missouri Thirty-six Dollars $36.00 for interest due on a principal note of $600 this coupon note bears interest at the rate of 12 per cent per annum after date. Dated at Kansas City, Mo. Jan 1st 1912

Copy James H. Holloway

I hereby swear that I am agent for the Mercantile Trust Company and Samuel M. Jarvis, Trustee, and that the matters of fact set forth in the foregoing petition are true, that the foregoing claim is just, and that all legal offsets, payments and credits known to affiant have been allowed, and that I am cognizant of the facts contained in this affidavit.

Samuel M. Jarvis

Subscribed and sworn to before ~~me this~~ the 14 day of October, 1893.

E. F. Bush

NOTARY PUBLIC KINGS CO.
Certificate filed in New York Co.

~~Notary Public in and for Jackson County~~, Missouri.

Com. expires
Mch 30 1894

REAL ESTATE MORTGAGE

Coupon Bond

SECURED BY FIRST MORTGAGE — Six PER CENT ANNUALLY

Negotiated by JARVIS-CONKLIN MORTGAGE TRUST CO. Kansas City, Mo.

Five years after date for value received I promise to pay to the order of the Jarvis Conklin Mortgage Trust Co. at its Office in Kansas City, Mo. Six Hundred Dollars lawful money of the United States with interest thereon at the rate of six per cent per annum, payable annually on the first day of January in each year according to the tenor and effect of the Interest Notes of even date herewith and hereto attached.

This Note is to draw interest from date at the rate of twelve per cent per annum if either principal or interest remain unpaid ten days after due. At the option of the legal holder, after any of said Interest Notes remain due and unpaid ten days, the whole of the principal and interest may be declared immediately due and payable. This Note is given for an actual loan of the above amount and is secured by a Trust Deed of even date herewith, which is a first lien on the property therein described. Dated at Kansas City this January first 1889

Witnesses

Copy James H. Holloway

SUPERIOR LITHOGRAPHING CO. ST. LOUIS

No 10 5 — On January first 18 94 — $ 36.00

for value received I promise to pay to the

JARVIS-CONKLIN MORTGAGE TRUST CO.

or bearer at the office of said Company in Kansas City, Missouri.

Thirty six Dollars

for interest due on a principal note of $ 600 this Coupon note bears interest at the rate of 12 per cent per annum after date. Dated at Kansas City, Mo. Jany 1st 1889

Copy James H. Holloway

No 9 — On July First 18 — $

for value received promise to pay to the

JARVIS-CONKLIN MORTGAGE TRUST CO.

or bearer at the office of said Company in Kansas City, Missouri.

Dollars

for interest due on a principal note of $ this Coupon note bears interest at the rate of per cent per annum after date. Dated at Kansas City, Mo. Jany 1st 18

No 8 4 — On January first 18 93 — $ 36.00

for value received I promise to pay to the

JARVIS-CONKLIN MORTGAGE TRUST CO.

or bearer at the office of said Company in Kansas City, Missouri.

Thirty six Dollars

for interest due on a principal note of $ 600 this Coupon note bears interest at the rate of 12 per cent per annum after date. Dated at Kansas City, Mo. Jany 1st 1889

No 7 — On July First 18 — $

for value received promise to pay to the

JARVIS-CONKLIN MORTGAGE TRUST CO.

or bearer at the office of said Company in Kansas City, Missouri.

Dollars

for interest due on a principal note of $ this Coupon note bears interest at the rate of

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Real Estate Mortgage Coupon

BOND

$6000

James H. Halloway
(Single)

TO THE

JARVIS-CONKLIN MORTGAGE TRUST CO.

Payable at its Office

Kansas City, Mo.

Dated January first 1889
Due January first 1894

INTEREST COUPONS DUE

JANUARY 1st

of our Lord one thousand eight hundred and eighty-nine, between James H. Halloway, a widower of the County of Dallas and State of Texas, party of the first part, and SAMUEL M. JARVIS, Trustee, of the County of Jackson, and State of Missouri, of the second part, WITNESSETH:

Whereas, The said James H. Halloway is justly indebted unto the JARVIS-CONKLIN MORTGAGE TRUST COMPANY, in the sum of Six hundred

Dollars, borrowed money, as is evidenced by one note of even date herewith, for the sum of Six hundred

Pay to the order of Mercantile Trust Co.
Without Recourse Jarvis-Conklin Mortgage Trust Co.
H. Conklin
Asst. Sec.

Negotiable Mortgage Coupon

[redacted]

This Indenture, Made this First day of January in the year of our Lord one thousand eight hundred and eighty-four between Janie H. Holloway a widow of the County of Dallas and State of Texas, party of the first part, and **SAMUEL M. JARVIS**, Trustee, of the County of Jackson, and State of ~~Missouri~~, of the second part, WITNESSETH:

Whereas, The said Janie H. Holloway is justly indebted unto the **JARVIS-CONKLIN MORTGAGE TRUST COMPANY**, in the sum of Six hundred

by one note of even date herewith, for the sum of [illegible] DOLLARS due and payable on the first day of January 1894 with interest at the rate of six per cent. per annum from date until paid. Said interest payments being payable ~~semi~~-annually, and further specified and shown by five coupons of Thirty-six DOLLARS each, attached to said note, which coupons are due and payable on the first day of January ~~and first day of July~~ of each and every year. Said coupons to draw ~~ten~~ twelve per cent. interest per annum after due. Said note and coupons being payable to the **JARVIS-CONKLIN MORTGAGE TRUST COMPANY**, in gold, ~~with exchange on New York~~ at its office in Kansas City, Mo.

Now, therefore, The said party of the first part, in consideration of the premises and for the purposes aforesaid, and in the further consideration of One Dollar in hand paid by the said party of the second part, the receipt whereof is hereby confessed, Grants, Bargains, Sells and Conveys unto the said party of the second part, or his successors in trust, forever, the following described lands and premises, situate in Dallas County, and State of Texas, known and described as follows, to-wit:

50 acres of the Thomas A. Phillips 640 acres survey, patent No. 381, Volume 12. Beginning at southeast corner of said survey. Thence North with East line thereof Ninety-six (96) rods to Southeast corner of John Adams tract. Thence West with said Adams line 83 1/3 rods. Thence South 96 rods to South line of Phillips Survey. Thence East 83 1/3 rods to the beginning.

vis-Conklin Mortgage Company [illegible] John C. Holloway to J.S.Watkins, Trustee, for John Sharp, [illegible] in Book 95, page 37, of the Dallas County Mortgage Records, payment of which was assumed by the said James H.Holloway, in the purchase of the land from said John C.Holloway, and the said note and coupons are hereby subrogated to all the rights of said mortgage as a lien upon the property herein described.

To Have and to Hold the Same. Together with all and singular the privileges and appurtenances thereunto belonging or in anywise appertaining to the premises hereby conveyed unto the party of the second part, or his successors in trust, hereinafter named, forever. IN TRUST, nevertheless, to wit: That in case of default in the payment of said indebtedness, or any part thereof, with the interest thereon, at the time and in the manner, and at the place specified for the payment thereof, or in case of waste or non-payment of taxes, or neglect to procure or renew insurance, or in case of a breach of any of the covenants or agreements herein contained, then, and in such case, on the application of the legal holder of said note, it shall and may be lawful for said party of the second part, or his successors in trust, to enter upon, possess, hold and enjoy the above granted premises, and either with or without such entry, after having advertised said premises for sale twenty days in [illegible] ~~where the premises are situate (or~~ by posting a notice at the front door of the court house of Dallas County, Texas, ~~provided no paper is published in said county)~~ to sell the said premises, or any part thereof, and all right and equity of redemption of the said party of the first part, at public vendue, at the door of the court house, in the county where the premises are situate, to the highest bidder, for cash, at the time appointed in such advertisement, or to adjourn the sale from time to time at discretion; and upon the making of such sale or sales the said party of the first part does hereby authorize and empower the said party of the second part, or his successors, in his or their name, to execute and deliver to the purchaser or purchasers, a deed or deeds of conveyance in fee of the premises sold by virtue hereof (and it is agreed that the recitals in said deed shall be taken and accepted as *prima facie* evidence of the facts therein stated), and to apply the proceeds of such sale to the payment of,

First—The costs and expenses of executing this trust, including lawful attorneys' fees and compensation to the trustee for his services. *Second*—All sums of money paid by the second party, or the holder of said note, for insurance, taxes, assessments or charges, to protect the title or possession of said premises, together with interest from the time of paying the same at the rate of twelve per cent. per annum. *Third*—To the payment of principal and interest due on said notes, and rendering the surplus, if any, to the said first party.

~~The party of the first part declares that the property herein conveyed is not the homestead or any part of the homestead of the said first party; but that they have their homestead in other lands, to-wit:~~

~~and the note or notes hereby secured is contracted upon land in the multiplicity of this declaration.~~

It is Covenanted. That the said party of the first part is lawfully seized of a good and indefeasible estate in fee simple in the premises aforesaid; that the same are free from all incumbrances of whatsoever nature, and that first party will warrant and defend the title to the same unto the said party of the second part, and his successors, forever, and further, that said party of the first part will well and truly pay the principal of said loan, and the interest thereon, according to the conditions hereinbefore set forth; and that in case of any suit being instituted for the collection of the same, or any part thereof, will pay to the said SAMUEL M. JARVIS or his successors in trust, [illegible]

[illegible] and upon the making [illegible] said party of the first part, or his successors, in his or their name, [illegible] executed [illegible] purchasers, a deed or deeds of conveyance in fee of the premises sold by virtue hereof (and it is agreed that the recitals in said deed shall be taken and accepted as *prima facie* evidence of the facts therein stated), and to apply the proceeds of such sale to the payment of,

First—The costs and expenses of executing this trust, including lawful attorneys' fees and compensation to the trustee for his services. *Second*—All moneys so paid by the second party, or the holder of said note, for insurance, taxes, assessments or charges, to protect the title or possession of said premises, together with interest from the time of paying the same at the rate of twelve per cent per annum. *Third*—To the payment of principal and interest due on said notes, and rendering the surplus, if any, to the said first party.

~~The party of the first part declares that the property herein conveyed is not the homestead or any part of the homestead of the said first party; but that they have their homestead in other lands, locality~~

~~and the loan of the money hereby secured is obtained upon faith in the truthfulness of this declaration.~~

It is Covenanted. That the said party of the first part is lawfully seized of a good and indefeasible estate in fee simple in the premises aforesaid, that the same are free from all encumbrances of whatsoever nature, and the first party will warrant and defend the title to the same unto the said party of the second part, and his successors forever; and further, that said party of the first part will well and truly pay the principal of said loan, and the interest thereon, according to the conditions hereinbefore set forth, and that in case of any suit being instituted for the collection of the same, or any part thereof, will pay to the said SAMUEL M. JARVIS or his successors in trust, ~~the sum of~~ ten per cent of the face of the note expressed in said note ~~Dollars~~ as solicitor's fee, and that a decree or judgment may be rendered for the payment of said sum, in addition to the taxable costs of such suit, and will not at any time hereafter, until the said principal sum and the interest thereon has been fully paid, suffer said premises, or any part thereof, to be sold for any tax or assessment whatsoever, nor do nor permit to be done to, in, upon or about said premises, anything that may in anywise tend to impair the value thereof, or to diminish the security intended to be effected by virtue of this instrument; and in the event the said third party, its assigns or legal representatives, or the party of the second part, or his successors in trust, shall expend any money to protect the title or possession of said premises, then all such money so expended shall be a new and additional principal sum of money secured by this instrument, and shall be payable, and may be collected, with interest thereon at the rate of — per cent per annum, [illegible] premises to be insured in such sum and in such company [illegible] sum as the legal holder of the notes secured hereby may elect, and keep the same so insured, and will deliver all renewal certificates from time to time to said party of the second part, or his successors in trust.

It is ~~Further~~ Agreed and Stipulated. That this instrument and the bond or notes secured thereby is intended to be assigned to a *bona-fide* purchaser for value, for whose protection it is hereby provided, with the assent of all the parties hereto, that this instrument shall not be cancelled, satisfied or released by any person without the assent in writing of the holder of said note or bond, or the actual production of said note or bond by the party entering such satisfaction, and that any release or satisfaction made or executed otherwise than as above provided, shall be null and void. It is further agreed that it shall not be necessary to record an assignment of this instrument, but this stipulation shall stand in lieu and in place of such recording. It is further agreed that the County Clerk is authorized to certify of record to the production of the note or bond secured hereby by the person entering satisfaction of the same.

IT IS FURTHER AGREED AND STIPULATED, That said first party shall pay any and all taxes which may be assessed by the State of Texas, or any county or town therein, against this Deed of Trust, or the note secured hereby; and in case of his failure to do so, the said second party or his successors in trust, or the said Jarvis-Conklin Mortgage Trust Company or its assigns, may pay the same. Any sum so paid shall [illegible] secured [illegible] cent per annum until paid.

~~[illegible] shall be vested with all the rights, power and authority conferred upon the second party by these presents, and shall be the successor in trust of the second party in all respects.~~

Now, If the covenants aforesaid shall be well and truly kept by the said party of the first part, then the property hereinbefore conveyed shall be released at the cost of the said party of the first part.

In Witness Whereof, The said party of the first part has hereunto set his hand and seal on the day and year first above written.

Signed, sealed and delivered in presence of

H. C. Bradford Jr.

James H. Holloway [SEAL]

[SEAL]

[SEAL]

[SEAL]

TY-1978

ACKNOWLEDGMENTS

State of Texas,

County of

Before me, [illegible] a Notary Public in and for said County, on this day personally appeared [illegible] known to me to be the person whose name [illegible] subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 1st day of April A. D. 1889.

W. L. McDonald
Notary Public, Dallas County, Texas.

State of Texas,

County of

Before me,

in and for said County, on this day personally appeared

and , his wife, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations 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 had willingly signed the same for the purposes and considerations therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this day of

A. D. 188

Recd

No.

ED OF TRUST.

W. Holden

TO

SAMUEL M. JARVIS,
TRUSTEE FOR
Conklin Mortgage Trust Company.

State of Texas,
vs.

the County Court of said County, do hereby ce the above instrument of writing, dated on the day of with its Certificate of Authentication, was record in my office this A. D. 188? o'clock M. and duly recorded the day of A. D. 188? o'clock M. in the of real estate of said County in Vol. Nos.

Witness my hand and the seal of the County Court of said County, at office in the day and year last above written.

Clerk County Court Co. Tex.

IS-CONKLIN MORTGAGE TRUST CO.
Kansas City, Mo.

No.1731.

Estate of James H.Holloway,
Deceased.

W.H.Johnson,Administrator with
the will annexed.

STATEMENT OF CLAIM.

Presented Nov 1st 1899
and ~~approved~~ approved Nov 6th
1899 ~~as a legal claim~~ to be paid in due
course of administration
~~allowance and not~~
~~as a Statute claim~~
~~allowance and attorney~~
~~fees~~

W. H. Johnson
Administrator

FILED
NOV 9 1899
L. L. HUGHES, County Clk.
By A. Jackson

DICKSON & TORONEY,
Attorneys for petitioners.

Examined & approved as a 3d class
claim & ordered paid in due course
of Administration June 2nd 1894
F. Fitzsh
Co Judge

SUBPŒNA Civil — Dallas Printing Co. Printers and Binders, Dallas — Form Class 1.

The State of Texas,

To the Sheriff or any Constable of Dallas County GREETING:

YOU ARE HEREBY COMMANDED to summon

Finis Holloway

to be and personally appear before the Honorable County Court of Dallas County, at the Court House in the City of Dallas, County aforesaid, ~~INSTANTER~~, on August 8 A. D. 189 6 at 9 o'clock a. m., at the instance of the Administrator W. H. Johnson, then and there to give evidence in ~~a certain cause wherein~~ matters pertaining to the Estate of J. H. Holloway Decd. ~~is plaintiff, and~~ ~~is defendant,~~ and remain from day to day and term to term, until discharged by the Court.

HEREIN FAIL NOT, but due service and return hereof make as the law requires.

WITNESS my hand, at office in Dallas, this 3 day of August A. D. 189 6

L. H. HUGHES,
Clerk County Court, Dallas County, Texas.

By A B Fawlus Deputy.

NOTICE OF APPLICATION TO PROBATE WILL.

THE STATE OF TEXAS.

To all Persons Interested in the Administration of the Estate of

Jas H Holloway **deceased.**

Margaret E Holloway has filed, in the County Court of Dallas County, an Application for the Probate of the last Will of Jas H Holloway deceased, and for Letters Testamentary, which will be heard at the next Term of said Court, commencing on the Fourth Monday in November A. D. 189 6, at the Court House in the City of Dallas at which time all persons interested in said Estate may appear and contest said Application if they see proper.

WITNESS *S. B. SCOTT, County Clerk of Dallas County, Texas. Given under my hand and the seal of said Court, at office in the City of Dallas, this 17 day of November A. D. 189 6*

S. B. SCOTT,
County Clerk Dallas County, Texas

By J. J. Lewis *Deputy.*

SHERIFF'S RETURN.

Came to hand on this the 6th day of August A. D. 1896 and executed on this the 6th day of August A. D. 1896, by reading the within subpœna to the hearing of Mrs. Mary Holloway

Returned on this the 7 day of Aug A. D. 1896

The within named witnesses Mrs Mary Holloway Contestee

Sheriff Dallas County, Texas

By Deputy

Fees 50
Mileage 150
Total $2.00

Ledbetter

No.

COUNTY COURT.

Est of J. N. Holloway

vs. SUBPŒNA.

Probate

Issued 5 day of Aug A. D. 189 6

L. H. HUGHES,
Clerk County Court, Dallas Co., Texas.

By A B Lyntus Deputy

citation 68

No. 1731

COUNTY COURT.

ESTATE OF

Just Holloway

Deceased.

Notice of Application for Probate of Will and Letters

Issued this 17 day of Nov 1892

S. B. SCOTT, County Clerk.

By J. Lewis Deputy.

SHERIFFS' RETURN.

Came to hand the 17 day of Nov 1892, and executed the 17 day of Nov 1892, 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.

N. H. Lewis
Sheriff, Dallas County.

By D. J. Carran Deputy

A. D. Aldridge & Co., Stationers and Printers, Dallas, Texas

Fees $3.00

Recorded Jan 4 1893.
Kirkley

ACCOUNT—ADMINISTRATOR.

E STATE OF TEXAS,

To all Persons Interested in the Estate of

s N. Holloway, Deceased.

Administrator with the will annexed of the

s N. Holloway, deceased, has filed, in the County Court

of Dallas County, his Final Account showing the condition of said Estate, and

asking that he be finally discharged

as such Administrator,

which account will be heard at the next term of said Court, commencing on the First

Monday in July A. D. 1895, 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, 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 20th day of

May A. D. 1895, Issued this

May 20 1895.

L. H. HUGHES,

County Clerk Dallas County, Texas.

By A S Jackson Deputy.

ACCOUNT—ADMINISTRATOR.

THE STATE OF TEXAS,

To all Persons Interested in the Estate of

James K. Holloway Deceased.

W. K. Johnson, Administrator with the will annexed of the Estate of said James K. Holloway, deceased, has filed, in the County Court of Dallas County, his Final Account showing the condition of said Estate, and asking that he be finally discharged as such Administrator, which account will be heard at the next term of said Court, commencing on the First Monday in July A. D. 1895, 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, 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 20th day of May A. D. 1895, Issued this May 20th 1895.

L. H. HUGHES,
County Clerk Dallas County, Texas.

By A S Jackson Deputy.

68

No. 1734.

COUNTY COURT.

ESTATE OF

James K. Holloway

Deceased.

Notice of Filing Final **Account.**

Issued this 20th day of May 1895

L. H. HUGHES,
COUNTY CLERK

By A. Jackson Deputy.

White & Yeargan, Printers and Blank Book Makers, Dallas.

Came to hand May the 20th 1895 and executed by causing sameto be published in th Lancaster Herald a weekly Newspaper published in the County of Dallas State of Texas on the following dates to wit May the 24th 30th and June the 7th 1895 being twenty dayprior to return day thereof . a copy of which is hereto attached and made a part of this Sheriff return on this writ

Ben E. Cabell Sheriff Dallas Co

By D. J. Carson Deputy.

Fees $1.10

The State of Texas } To the
County of Dallas } Sheriff or any
Constable of said County Greeting:
You are hereby commanded to give
notice to all persons interested in
the estate of James K. Holloway, deceased,
that the undersigned administrator of said
estate has filed his final account
and report and prayed that the same
may be published and that the notice
be published in some newspaper
printed in Dallas County,
Texas, and that the notice
shall be published in the
Dallas Herald, a
weekly newspaper printed and
published in Dallas County,
Texas, and that the notice
be published for two consecutive weeks
next before the day set for the
hearing of said account, which said
account and report is set for hearing
on the 4th day of
June A.D. 1895 at the court house
in said County, when and
where all persons interested may
appear and contest said account
if they see proper.
Given under my hand this
the 20th day of May A.D. 1895.

L. H. Hughes Clerk
By A. Jackson Deputy

No. 1

The Kansas City Trust Co.
for value received _____ promises to pay to the
JARVIS CONKLIN MORTGAGE TRUST CO.
or bearer at the office of said Company in Kansas City, Missouri
_____ Dollars
for interest due on a principal note of $ _____ This Coupon note bears
interest after date at the rate of _____ percent per annum after date. Dated at Kansas City, Mo. Jan. 1, 1889
James H. Holloway

ESTATE OF JAMES H. HOLLOWAY,
No. 1731 Deceased.
W. H. Johnson,
Administrator.

ADMINISTRATION PENDING IN THE COUNTY COURT OF DALLAS COUNTY, TEXAS.

Now come Samuel M. Jarvis and Roland R. Conklin, and respectfully show that they are the duly appointed and acting Receivers of the Jarvis-Conklin Mortgage Trust Company, a corporation. That said James H. Holloway, Deceased, was indebted, and his estate is now indebted, to the said Receivers in the sum of Thirty-six ($36) Dollars, with interest thereon at the rate of twelve per cent. per annum from January 1, 1893, until paid, as evidenced by a certain coupon note signed by said James H. Holloway, dated January 1, 1889, due January 1, 1893, payable to the Jarvis-Conklin Mortgage Trust Company, or bearer, for $36.00, with interest at the rate of 12 per cent. per annum after due; said coupon note being attached hereto and made a part hereof, marked Exhibit "A", the original coupon note of $600.00 having heretofore been paid. Your petitioners say that said claim is just, and that all legal off-sets, payments and credits known to your petitioners or to affiant have been allowed.

Dickson & Thomas
Bentley Ingram & Thomas

Attorneys for Petitioners.

I hereby swear that I am agent for petitioners, and that the facts set forth in said petition are true, and that I am cognizant of the facts contained in this affidavit.

Wm. J. Thomas

Subscribed and sworn to before me this 2nd day of October, 1894
My term expires December 5th 1896.
Arthur J. McFadden

Notary Public Jackson Co. Missouri

No. 1731

Estate of James N. Holloway,
Dec'd.

O. H. Johnson

Administrator.

CLAIM OF SAMUEL M. JARVIS &
ROLAND R. CONKLIN, Receivers.

Dickson & Morris
Attys.

This note was presented to
W. H. Johnson & he would not
approve or disapprove either —
R. H. Owens —
5/23-94

Principal 36.00
Int 2 yrs 4 mos 8.40
Total due note $43.55

FILMED BY THE DALLAS GENEALOGICAL SOCIETY-1978

$36.65 Lancaster, Tex. January 2 1892

Thirty days without grace after date I, We, or either of Us, promise to pay to the order of G. W. OWENS & CO., $ 36.65

Thirty six 65/100 DOLLARS,

at Lancaster, Texas, with interest at the rate of 10 per cent. per ~~month~~ annum after date, with ten per cent. additional for Attorney's fees in case of legal proceedings to force collection. Value Received. Mrs Margaret Holloway

Due

No [redacted]

The State of Texas }
County of Dallas } Before me L A Lindsey Notary Public in and for said County and State, on this day personally appeared Mrs Margaret England formally the widow of James H Holloway deceased who after being by me duly sworn upon her oath says that the note hereto attached was given for Lumber contracted for by the said James H Holloway befor his death and a part of said lumber had been received by said Holloway before his death and had been used in repairing fence on his lot in the Town of Lancaster, and the remainder of said Lumber contracted for by said Holloway during his lifetime was received after his death and used for the purpose of finishing the improvements began and contemplated to be made by him on the aforesaid Town property before his death. Said Lumber was to be paid for in Corn, and one payment in Corn on said Lumber was made before the death of said James H Holloway. After his death the payment of the ballance due on said contract for Lumber was deferred to be settled during the course of administration of said estate.

I signed the foregoing note with the understanding that it was to be paid out of the ~~estate~~ of the estate of James H Holloway deceased

her
Margrett X E. England
mark
Late Widow of James H. Holloway Dec'd

Subscribed and sworn to before me
this 15th day of May 1894.

L A Lindsey Notary Public
Dallas County Texas

1978

The State of Texas,
County of Dallas

Before me, A. S. Taylor a [redacted] Notary Public, in and for the County of Dallas personally appeared B. W. Owens, member of the firm of B W Owens & Co. who, being by me duly sworn upon his oath says, that the ~~account~~ note hereto attached is, within his knowledge, just and true, that it is due, and that all just and lawful offsets, payments and credits have been allowed.

IN TESTIMONY WHEREOF, I hereunto set my hand and seal, this [redacted] day of May 1894

B W Owens
of the Firm of
B W Owens & Co

A S Taylor
~~A. Public in and for~~ Notary Public Dallas County.

Filed May 26-1894
A. H. Haughton
Clerk
By [illegible]

John C. Holloway & wife

To:-----:Deed

James H. Holloway:-------:The State of Texas, Dallas County.

Know all men by these presents that we John C. Holloway and Ella T. Holloway his wife of Dallas County, Texas, for and in consideration of the sum of one thousand five hundred dollars paid and to be paid to us by James H. Holloway as follows to wit: One thousand dollars cash in hand the receipt whereof is hereby acknowledged, and the assumption by the said James H. Holloway of a certain note or bond for the sum of five hundred dollars, executed on April 1st, 1884 by John C. Holloway to John Sharp, secured by a trust deed to J. B. Watkins, Trustee, recorded in trust deed book 5 at pages 37, 38, 39, 4o of Dallas County Deed records. Have granted sold and conveyed and do by these presents granted sell and convey unto the said James H. Holloway of Dallas County, Texas, all that certain tract or parcel of land lying in Dallas County, Texas, described as follows to wit: (5o) fifty acres of land out of the Thomas A. Phillips 64o acre survey patent number 381 volume number 12. Beginning at south east corner of said survey. Thence north 96 rods to S. E. corner of John Adams tract. Thence west with south line of Adams tract 87 1/7 rods. Thence south 96 rods to south line of Phillips survey. Thence east 87 1/7 rods to the place of beginning. To have and to hold the above described premises together with all and singular the rights and appurtenances theunto in any wise belonging unto him the said James H, Holloway his heirs and assigns forever. And we do hereby bind ourselves our heirs and legal representatives to forever warrant and defend the title and possession of the above described premises to the said James H. Holloway his heirs and assigns against the lawful claim of every person whomsoever

claiming or to claim the same or any part thereof. In witness whereof we hereunto subscribe our names on this the 30" day of March, A. D. 1889. But it is agreed and understood that the vendor's lien is hereby expressly retained upon said premises to secure the payment of the aforesaid note or bond to John Sharp for the sum of five hundred dollars upon payment of which this deed shall become absolute.

John C. Holloway

E. T. Holloway

The State of Texas,

Dallas County:-----:Before me W. L. McDonald a Notary Public in and for Dallas County, Texas, on this day came and personally appeared John C. Holloway and his wife Ella T. Holloway each and both known to me to be the persons whose names are subscribed to the foregoing instrument of writing and severally acknowledged to me that they had executed the same for the considerations and purposes therein expressed. And the said Ella T. Holloway wife of the said John C. Holloway having been examined by me privily and apart from her husband and having said instrument fully explained to her, she the said Ella T. Holloway acknowledged such instrument to be her act and deed and declared she willingly signed the same for the purposes and considerations therein expressed and that she did not wish to retract it.

Given under my hand and the seal of my office on this the first day of April A. D. 1889.

W. L. McDonald, Notary Public in & for

(L S)

Dallas County, Texas.

Filed for record April 1st 1889 at 2:15 o'clock P. M.

S. B. Scott, Clerk,

By T. B. Salmons deputy.

Recorded April 27" 1889. S. B. Scott, Clerk.

By James T. Stacey deputy.

The State of Texas,

County of Dallas:-----:I, L. H. Hughes, County Clerk in and for the County of Dallas in the State of Texas do hereby certify that the above and foregoing is a true and correct copy of a certain deed from John C. Holloway and wife to James H. Holloway as the same appears of record in the records of deeds &c of Dallas County, Texas, in book 108 on page 31.

Given under my hand and seal of office this the 17th day of September A. D. 1895.

L. H. Hughes, County Clerk in and for
Dallas County, Texas.

By...J. D. Cochran.....
Deputy.

Est. of
James H. Mallory
Decd

FILED
SEP 17 1895
L. H. Hughes, County Clerk.
By M. Jackson Deputy

Estate of James H. Holloway Dec'd. } In County Court, Dallas County, Texas

Now comes W. H. Johnson Administrator with the Will annexed of James H. Holloway Dec'd. and presents in and to the County Court of Dallas County Texas his final report of the condition of said Estate.

That after Estate that came into his hands as Admr with the Will annexed of James H. Holloway Dec'd.

The House and lot mentioned in the inventory of said estate has been turned over to the widow of said testator as her homestead and this Adm is entitled to credit thereby. He therefore charges himself as follows.

To	1 House and lot, as per inventory	$500.00
"	Amt from sale of real estate as per order made May 7th 1844 and approved June 2nd 1844	3492,50
"	Amt from sale of personal property	10.00
"	Amt personal property on hand	182,00
"	Bal on hand last report	415,51
	Total	$ 4575,01

Credit

By	House and lot to widow		$500.00
"	Amt paid Jarvis Cunkin Assn.		750,31
" "	" A. S. Clark	Voucher (13)	330,50
" "	" C. S. & A. B. Johnson	" (14)	2112,50
" "	" H. H. England Sadr	" (15)	60,00
" "	" L. H. Hughes (Costs)	" (16)	12,75
" "	" Taxes 1844		12,00
" "	Com on $3492.50 collected since last report		174,12½
" "	" " $1105.56 paid out		55,27½
	Total.		4067.46

Said Administrator further shows that as to the item of debit shown above as personal property on hand, that he is entitled to credit herein by the entire value

of said property [illegible] that said item is made up as follows.

2 Horses	40,00
1 Hive bees	2,00
Farming implements	20,00
1 corn Mill	60,00
2 old wagons	15,00
Old bee House	40,00
	177,00

That of said 2 Horses one often is dead and the other delivered to the widow as exempt property. Said Hive of bees are all dead. The farming implements and corn mill are also worn out and worthless. Of the 2. wagons one was delivered to the widow as exempt property and the other is worthless. The old bee House was useless and worthless and was torn down and used by Palmer in repairs and improvements necessary on the lands belonging to said estate.

Wherefore said Palmer asks a further credit on his said account by said sum of $177,00

Which added to amount credit above stated 4067,46

Makes a total credit of 4244,46

Recapitulation

Total Debits	$4575,01
" Credits	4244,46
Balance estate	$330,55

That there are no outstanding debts against said estate except the costs accrued since his report filed herein on March 26th 1894

That there is outstanding and due said estate a judgment in cause No 8210 W.P. White vs W.C. Murphy et al which was paid by this Exor on June 14th 1894 to R.S. Clark as shown by

voucher No 13 filed herewith but this vouchor
delivers and charges that W.E. Murphy is
wholly and totally insolvent.
That the persons interested in said Estate are
C.S. Johnson and N.B. Johnson as assignees of
Margaret E Holloway. Mary H. Murphy. J.C. Holloway
George L. Holloway Margaret Ann Rafferty
James H. Holloway and L.L. Evans.
and Elmer Holloway a minor without a guardian
of his estate within the knowledge of this Administrator. and Willie C Holloway a minor and
whose Guardian is one H.H. Engleman
That the said minor Elmer Holloway is entitled to
the sum of $50.00 under the will of James H Holloway
deceased. That of the remainder the said C.S.
and N.B. Johnson are entitled to 46/49 and now
the minor Willie C. Holloway is entitled to the
3/49
That said administrator has made an advancement to said minor Willie C. Holloway in the sum
of $60.00 as will appear from voucher No 15 as
filed herewith.
That said Estate is now ready to be settled in full and
distributed to the above named parties as persons
in interest in said estate. Wherefore this administrator with the will annexed prays that he
be permitted to make final settlement of said
estate and that on his filing vouchers showing
the payment of the claims against said
estate and the receipts in full of the persons
entitled to receive a distributive share of said
estate who are adults or are represented in this
Court by duly appointed and qualified Guardians, and that he be permitted to pay over
to the Clerk of this Court the said sum of fifty
dollars to said minor Elmer Holloway and to

file the receipt of said Clerk as a voucher herein and that he be finally discharged as the administrator with the Will annexed of said estate. And he will ever pray &c.

F. D. Cosby Atty for W. H. Johnson Admr with Will annexed of James H. Holloway Decd.

The State of Texas }
County of Dallas } Before me the undersigned authority on this day personally appeared W. H. Johnson Admr with the Will annexed of the Estate of James H. Holloway decd who after being by me duly sworn deposes and says the above account is a full true and complete statement and account of the matters to which the same relates.

W. H. Johnson

Sworn to and subscribed before me this 4th day of May 1895

W. H. England J. P. & Ex officio Notary Public

No. 1731
Ex. 63
Estate of
James H. Holloway Decd
Final report of Admr
Filed May 20-1895
F. D. Coby Clerk
By A. McMillan Dep
Jan 31st 1896
The within exp
July 27th 1903
Examined and approved
S-135 E. M. Kimbrough
Co. Judge
RECORDED
See Jno.

file the receipt of said clerk as a voucher herein and that he be finally discharged as the administrator with the Will annexed of said estate. And he will ever pray &c.

F. D. Casby Atty for W. H. Johnson
Admr with Will annexed of James
H. Holloway Decd

The State of Texas }
County of Dallas } Before me the undersigned authority on this day personally appeared W. H. Johnson Admr with the Will annexed of the Estate of James H. Holloway decd who after being by me duly sworn deposes and says the above account is a full true and complete statement and account of the matters to which the same relates.

W. H. Johnson

Sworn to and subscribed before me this 4th day of May 1895

W. H. England J. P. G
Capacio Natera Dallas

No. 1731
Fd 63

Estate of
James H. Holloway Decd
Final report of Admr

Filed May 20-1895
L. H. Haley Clerk
By A. T. McCallum Dep

Jan 31st 1896
The within report

July 27th 1903
Examined and approved
S-135- E. S. Kennedy
Co Judge

RECORDED Vol. 42

Sec 5/90

Estate of } In County Court
} Dallas County
Jas H Holloway dec'd } Tex

Now comes W.H. Johnson administrator with the Will annexed of the estate of Jas H. Holloway dec'd and shows to the Court that heretofore to wit on 24th day of May 1894 in pursuance of the order of this Honorable Court made under 17th day of May 1894 he sold at private sale the following described real property belonging to the estate of said deceased Jas H. Holloway to wit.

1st tract. Being part of the D. J. Phillips survey and beginning at the S.E. corner of a tract of land purchased by W. B. Carroll and W. H. Orr of J. J. State. Thence S. to the original S.E. corner of the James Ibson tract of land. Thence W. to the S.E. corner of W. B. Moffett. Thence N with said Moffett E. line to the S.W. corner of the tract of land purchased by said Carroll and Orr of J. J. State as aforesaid. Thence E to the beginning, containing twenty six acres more or less.

2nd tract. Beginning at the S.E. corner of J. H. Scott's survey of 640 acres. Thence S 60 W 287½ vrs to a stake from which a Post Oak 8 in brs N 60 W 1 vr and another Post Oak 6 in brs N 60 E 1 vr. Thence N 30 W 475 vrs to a stake from which a Spanish Oak 18 in brs N 50 W 5 vrs and a Post Oak 6 in brs S 41 E 2½ vrs. Thence N 60 E 287½ vrs to a stake from which a Post Oak 6 in brs N 76 W 4½ vrs a Post Oak 8 in brs N 18 E 4 vrs. Thence S 30 E 475 vrs to the beginning containing 20 acres of land.

That said property was so sold at the town of Lancaster Dallas County Texas

That said property was sold to C. B. Johnson and N. B. Johnson

That said sale was made for cash in hand.
That the price paid for said property is as follows to wit: for the first above described tract of land the sum of Thirty five & 39/100 ($35.39) dollars per acre. for the second above described tract of land the sum of Ten ($5.00) dollars per acre
Wherefore said administrator prays that this his report of sale be in all things confirmed.

T. D. Cosby
Atty. for Dowr.

The State of Texas }
County of Dallas } Personally appeared before the undersigned authority W. H. Johnson Administrator with the will annexed of J. H. Holloway dec'd who on oath says the statements of the foregoing report of sale are true.

W. H. Johnson

Sworn to and subscribed before me this 28th day of May 1894

T. Cosby Notary Public in and for Dallas County Texas

1781

Estate
of
J. H. Holloway dec'd

Report of sale of
Land

FILED
MAY 25 1894
L. [illegible], County Clk.
By [illegible]
Deputy

(Recorded)

Estate of James H Holloway Dec'd

In County Court
Dallas County
Texas

Now comes W. H. Johnson Administrator with the Will annexed of James H. Holloway dec'd and respectfully amends his report of sale filed herein on the 25th day of May 1894 and shows that C. L. Johnson has declined to make good his bid herein and that because thereof the said sale is made to N. B. Johnson, on the terms mentioned in said original report of sale.

All of which is respectfully reported

W. H. Johnson Adm'r with the Will Annexed by
F. D. Cosby Atty

Recorded

Estate

of

James H Holloway Decd

Supplemental Report

of Sale

K-6
71

FILED June 2 1894
[illegible], Clerk County Court.
By A S Jackson Deputy

June 2nd 1894 - this
supplemental Report
is this day examined
& after hearing testimony
the Court being of opinion
the sale was made at
a fair price the same
is confirmed & Admr
ordered to make conveyance
in compliance with terms
of sale by the purchaser
J S Hurt Co Judge

Lancaster, Tex. July 3 1895

Collecting for Jno. H. Hallum & Co'd

THE LANCASTER HERALD

IN ACCOUNT WITH

Commercial Job Printing made a Specialty.

Subscription, $1.00 a Year, In Advance, WHEN NOT PAID.

Advertising Rates Reasonable and Made Known on Application.

To Publication of Final Account in Settling J. H. Hallum, dec'd
M. T. Johnson, Ad. Pay 24, 31, $2.50
and June 7, 1895

N. B. JOHNSON.

General Merchandise.

Lancaster, Texas, Oct 29 1898

W H Johnson Esq
Lancaster

Dear Sir

By reference to your a/c I find you charged on my books. - Sept 25th 1896. To Cash $50.00
Yours truly

N B Johnson
By Perry

Estate of James H. Holloway Dec'd

In County Court
Dallas County
Texas

On this day personally appeared C. G. Johnson and J. H. Whaley in open Court and after being duly sworn depose and say they were acquainted with James H. Holloway in his life time. That said Holloway is dead that he died on or about the 9th day of January 1892 in Dallas County Texas leaving his estate consisting of both real and personal property situated in Dallas County Texas. That said James H. Holloway deceased left a will wholly written by him self. that the written instrument filed in this cause and marked Exhibit A. is the last will and testament of said James H. Holloway dec'd. That said Holloway was at the date of the making of said will more than 21 years of age and was of sound mind.

That affiants are both acquainted with the hand writing of said decedent James H. Holloway that the written instrument filed herein as the will of said decedent was wholly written by said decedent and is his last will and testament

C. G. Johnson
J. H. Whaley

Sworn to and subscribed before me in open Court this 28th day of November 1892

I. H. Hughes County Clerk
By A. S. Jackson Deputy

Let this Found well
in will Record

Estate
of
James H. Holloway Decd

Proof on Probate of will
Affidavit of C. G. Johnson
& J. D. Mahaley

FILED November 28th 1892
L. B. HUGHES, Clerk County Court.
By O. S. Jackson DEPUTY

Recorded Jan. 6. 1893.
Kirksey

Estate of } In County Court
} Dallas County
James H. Holloway dec'd. } Texas

Before me in open Court on this day came Mrs M. E. Holloway who after being duly sworn upon oath says she is the surviving widow of James H. Holloway dec'd. That the written instrument filed herein as exhibit A is the last will and testament of said James H. Holloway and that the same has not been revoked by said testator

James H. Holloway

Mrs M. E. her x mark Holloway

Attest:
A. S. Jackson

Sworn to and subscribed before me in open court this 28th day of November 1892.
L. H. Hughes County Clerk
By A. S. Jackson Deputy

ADMINISTRATOR'S BOND

The State of Texas, } **Estate of** James H. Holloway dec'd.
COUNTY OF DALLAS.

KNOW ALL MEN BY THESE PRESENTS, That we, W. H. Johnson and ..... as Principal, and ..... 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 Eight thousand four hundred and fourteen Dollars; conditioned that the above bound W. H. Johnson, who has been appointed Administrator with the will annexed of James H. Holloway deceased shall well and truly perform all the duties required of him under said appointment,

WITNESS our hands and seals, this 10th day of December 1892

J. H. Taylor W. H. Johnson (SEAL)
W. D. Witt M. C. Johnson (SEAL)
W. J. Hurst (SEAL)

I DO SOLEMNLY SWEAR that James H. Holloway deceased, died ~~without~~ leaving a ~~any lawful~~ will, ~~so far as I know or believe~~; and that I will well and truly perform all the duties of Administrator of the Estate of said deceased.

W. H. Johnson

Sworn to and subscribed before me this 13 day of December 1892

L. H. Hughes
County Clerk, Dallas County, Texas.

By ..... Deputy.

Let this follow will in will Record

Estate

of

James H Holloway dec

Proof in Probate of Will

FILED Nov. 28 1892

L. H. HUGHES, Clerk County Court.

By A. S. Jackson DEPUTY

Recorded Jany. 6. 1893.
Kirksey

Recorded

No. 1731

COUNTY COURT,

DALLAS COUNTY.

Administrator's Bond.

ESTATE OF

James H. Holloway dec'd.

Filed Jany 5 1893

L. H. Hughes ~~S. B. SCOTT~~, Clerk,

By A. S. Jackson Deputy.

Approved this 5th day of

Jany 1893

T. F. Nash

County Judge, Dallas County.

A. B. Aldridge & Co., Stationers, Printers and Binders, Dallas.

Lamar [illegible] July the 8th 1890

Hon. Judge. Nick Dallas Tex

Dear Judge

Having been appointed by your Honor as your Ward Guardian for Willie J. C. Holloway a minor heir of the Estate of the Late Deceased James N. Holloway as such gardian I feel bound to look after his interest in that Estate, and as the administrator in Summing up his account for final Settlement I seem to ignor the Will of the Late Deceased in stipulating that my Ward is only entitled to obtain from that Estate as he turns it a half heir With the other heirs of the estate I will hear make a Statement to your Honor In regard to the way the Estate Stands as to the real estate first the home place or rather the Homestead of the Late Decease Contained One hundred acres More or less But Sometime about 1880 he and his first Wife Sold fifty acres off the One hundred acres being the East fifty or East half of Said hundred acres of Land to John C. Holloway then in 1858 the 4th of July Mrs Holloway the first Wife of James N. Holloway Died there in 1859 James N. Holloway bought of John C. Holloway that Same fifty acres of Land on Which Their was a Martgage Lien of Six hundred Dollars at the Death of the Said James N. Holloway Which was Settled by the Administrator W. H. Johnson Which amounted to Seven hundred and Same all Dollars interest and all in the Braking up of hous keeping after the death of the first Wife of James N. Holloway he Sold and devided among his Children all of his personal property except One bed after he maried his Second Wife he gathered to gether all the personal property that Was Sold by the Administrator be Sides a bank account that fel into the hands of the administrator and Toge The a Crop of Wheat Corn and Cotton that Was raised by his Last Wife and her former Children all Was turn over to the Administrator and Sold by him

I alege that the fifty acres Bought from John C. Holloway after the Death of first Wife and all of his personal property was Community property of the Said Holloway and his last Wife and that the west fifty acres that was Never Sold by Said Holloway and first Wife Together With the Twenty acres of timbered land Was Community property between the Said Holloway and first wife: There fore I allege that Willie C. Holloway is entitaled to at least a full heir in the Said Estate taking every thing in Consideration Bleiveing as I do that the intention of Deceas was that Willie C. Should heir equal With the other Children I Con not See how I Can do other Wise than Contend that the Will of deceas be Complied with to the Leter. I therefor as gardian of Willie C. Holloway Intrust Entre Demer against the Stipulation Set forth in the Administrators final Settlement So far as to that part Cuting Down my Ward Willie C Holloway to half Shear in Said Estate

M. M. England Gardian for W. C. H.

In re Estate of
Jas H Holloway
Deceased

Opposition to
Final report of
the Administrator

FILED
JUL 12 1895
L. H. HUGHES, County Clerk,
By W S Jackson DEPUTY

In the Justice's Court } In the County Court
County of Dallas } Dallas County Texas

M. P. White } E. Monday, the 5th of January
vs. } 1891.
M. E. Murphy et al. }

This day this cause being called came the Plaintiff, M. P. White and the Defendant W. E. Johnson, Administrator and announced ready for trial, and no jury having been demanded by either party, the matters in controversy as well of fact as of law were submitted to the Court. And it appearing to the Court that heretofore at a former term of this Court interlocutory judgment by default was rendered herein against the defendant M. E. Murphy, and that said defendant Murphy is still in default and now still fails to appear, and the Court having heard the evidence and the argument of Counsel is of the opinion that Plaintiff is entitled to recover of said defendants the amount of his note here sued upon with interest and attorney's fees - now amounting to the sum of Three Hundred and Thirteen & 88/100 Dollars.

It is therefore ordered adjudged and decreed by the Court that said Plaintiff M. P. White do have and recover of and from said defendants, M. E. Murphy and W. E. Johnson, Administrator with the will annexed of the estate of James H. Holloway, deceased, the said sum of Three Hundred and Thirteen & 88/100 Dollars, ($313.88) with interest thereon from date hereof at the rate of One per cent. per month, together with

all costs in this behalf incurred and expended, for all of which said Plaintiff may have his execution as against said defendant W. E. Murphy.

It is further ordered that a certified copy of this judgment as against said W. H. Johnson Administrator, be filed within 30 days from date of this judgment with the Clerk of the County Court of Dallas County, Texas, to be there entered upon the Probate Claim Docket of said County Court, and paid in due course of Administration of the estate of said James H. Holloway deceased.

And it further appearing to the Court that the said James H. Holloway deceased, at the time he executed the note herein sued upon, he executed the same as surety for his co-defendant W. E. Murphy it is further considered, adjudged and adjudged by the Court that the defendant W. H. Johnson Administrator, with the will annexed, of the estate of James H. Holloway deceased, do have and recover of his co-defendant W. E. Murphy, said sum of Three Hundred and Thirteen & 88/100 Dollars, or so much thereof as he may be compelled to pay by reason of the judgment aforesaid, for which he may have his execution against said defendant Murphy.

THE STATE OF TEXAS, County of Dallas. } I, L. H. HUGHES, Clerk of the County Court of Dallas County, Texas, do hereby certify that the foregoing is a true and correct copy of the Judgment in Book M. Civil & Criminal Minutes page 486, in the above styled and numbered cause as the same now appears of record in my office. Witness my hand and official seal this 31st day of January 1894.

L. H. Hughes County Clerk
By ____ Deputy.

Cert. Copy.

M. P. Dade

-vs-

W. E. Murphy et al.

Judgment of the Court

Entered as of January 5th 1894

Filed January 31st 1894

D. H. Murphy County Clk

By A. Rapuano Deputy

Estate of Jas H.
Hollaway Decd

Now comes H. H. England guardian of the estate of Willie C. Hollaway Minor: and excepts and enters his protest to the final report of the administrator, H. H. Johnson, filed in this cause on the 20th day of May 1895 for the following reasons to wit:

1st That on the 1st day of april 1889 and long after the death of the first wife of decd, Jas H. Hollaway; decd bought from J. C. Hollaway and wife Fifty acres of land lying and being situated in Dallas County Texas and more fully described as follows: Fifty acres of land out of the Thomas A Phillips 640 acre survey Pat No 381. Vol No 12: Beginning at south east corner of said survey; Thence North 96 rods to South East corner of Jno Adams tract, Thence West with South line of Adams tract 83⅓ rods; Thence South 96 rods to south line of Phillips survey; Thence East 83⅓ rods to the place of beginning. At the time decd bought the above described land, which was long after the death of decd's first wife, he paid a part out of his separate property and means, which he accumulated after the death of his first wife: and the balance paid on said land was paid out of the community property of the decd and and the mother of this minor, Willie C. Hollaway.

And his administrator by his final report seeks to defraud this minor out of his just right and interest in and to the above described land

7th The will of the dec'd Jas. H. Holloway declares and provides that this minor, Willie C. Holloway shall share and share alike and be an equal heir with the other heirs of dec'd; and the administrator has treated and seeks to treat this minor as a half blood instead.

Thomas & Turney
& R. M. Stephens Jr
Attys for H. D. England

No. 1754

Estate of
Jas A Holloway
dec'd.

Protest to Final
report of administrator
By H. H. England

FILED

JUL 12 1895

L. H. HUCKER, County Clerk.
By W. Jackson
DEPUTY.

Estate of James H. Holloway Decd. } In County Court Dallas County Texas.

Now comes W. H. Johnson Administrator with the Will annexed of the Estate of James H. Holloway decd and shows that he has received the following property belonging to the estate of said deceased to wit:

100 acres of land	as per Inventory	$3000.00
20 " " "	" " "	40.00
1 Homestead	" " "	500.00
House hold & kitchen furniture	" " "	30.00
Cash on Hand	" " "	357.95
2 Horses	" " "	40.00
3 Head of Cattle	" " "	35.00
270 Bushels of Corn	" " "	54.00
1 Hive of Bees	" " "	2.00
Farming implements & Corn sheller	" " "	20.00
1 Corn Mill	" " "	60.00
2 Old Wagons	" " "	15.00
Remnant of Cotton in seed	" " "	15.00
Old bin House	" " "	40.00
Cash from Corn sold under order of Court		40.00
" " 2 Cows " " " " "		20.00
" " James P. Hoops (Note)		8.50
" " Rent 1894		260.81
" " " "		76.00
Total Debit		$4614.26

As against said debit said administrator is entitled to the following credits to wit.

100 acres of land	as per Inventory	$3000.00
20 " " "	" " "	40.00
1 Homestead	" " "	500.00
Household & kitchen furniture	" " "	30.00
Carried forward		$3570.00

2 Horses	as per Inventory	150,00
3 Head of Cattle	" " "	35,00
1 Pair of Bees	" " "	2,00
~~Farming~~ Implements & Corn Shelter	" " "	20,00
1 Corn Mill	" " "	60,00
2 Old Wagons	" " "	15,00
Remnant of Cotton in Seed	" " "	15,00
Old Gin House	" " "	40,00
270 Bushels of Corn	" " "	54,00
Amt paid J. J. Lowery (T. B. fees)		1,50
" " R. P. Rawlins (Appraiser's fee)		2,00
" " J. H. Raytor " "		2,00
" " F. B. Cosby Voucher No 1		100,00
" " Taxes 1892 " No 2		14,20
" " Funeral Expenses " No 3		37,50
" " Dr W. Fisk " No 4		15,00
" " N. B. Johnson " No 5		28,75
" " Strain Bros " No 6		6,75
" " W. P. Johnson " No 7		8,00
" " Dr Parks " No 8		4,00
" " W. H. Pulley " No 9		10,00
" " Taxes 1893 " No 10		12,00
~~J. H. Halloway~~ J. H. Halloway " No 11		30,70
" " Fees Clk & Sheriff " No 12		22,25
" " 5 ops com on $763.26 Recd		38,16
" " " " " " $294.85 paid out		14,74
		4198,75

Recapitulation

Amt of Debit	$4614,26
" " Credit	4198,75
Balance due estate	$415,51

~~Said~~ administrator further shows that there are due and outstanding claims against the said estate as follows to wit

Due fee to James Poulton Co	$600.00
Int	82.10
Atys fees	68.21
" Judgment in County Court in case W.D. Wheeler vs W.E. Murphy et al	913.88
Int from Jany 5th 1874 at 12 cts	106.20

Administrator moved further shows that said estate is in good condition and repair. That there are not funds sufficient in hand to pay the outstanding indebtedness of said estate.

That under the Will of deceased James H. Ladeway said administrator is directed to sell the real estate of said deceased to pay off the first above mentioned claim which is secured by deed of trust on a part of said real estate. Said Real Estate is described as follows to wit 1st Tract. Being a part of the D. J. Phillips survey and beginning at the S.E. corner of a tract of land purchased by W. G. Carroll and W. A. Orr of J. J. Steele Thence S to the original S.E. corner of the James Isom tract of land. Thence W to the S.E. corner of W.R. Moffett. Thence N with said Moffett E line to the S.W. Corner of the tract of land purchased by said Carroll & Orr. of J. J. Steele as aforesaid Thence E to the place of beginning containing Ninety Six acres more or less.

2nd Tract. Beginning at the S.E. corner of J.H. Scott's survey of 640 acres. Thence S 60 W 267½ vrs to a stake from which a Post Oak 8 in brs N 60 W 1 vrs and another Post Oak 6 in brs N 60 E 1 vrs. Thence N 80 W 475 vrs to a stake from which a Spanish Oak 18 in brs N 50 W 5 vrs and a Post Oak 6 in brs S 41 E 2½ vrs. Thence N 40

[illegible] Lot 8 & 9 [illegible] beginning and containing [illegible] acres of land.

That there remains on hand the following described personal property belonging to the said estate.

House hold and kitchen furniture

1 Horse.

1 Hive of Bees

Farming Implements & Corn Sheller

1 Corn Mill

2 Wagons

Old Gin House

That it is necessary to sell such property real and personal to pay the outstanding claims against said Estate and because of the deviation of said testator.

Wherefore he prays that he be directed to sell such property both real and personal upon such terms as the Court may direct and at public or private sale as to the Court may seem best.

The account herein contained is a full true and complete statement of the matters to which the same relate, and of the condition of the Estate of James H. Hadaway dec'd.

W. H. Johnson

Sworn to and subscribed before me this 26th day of March 1894

A. Cosby, Notary Public in & for Dallas Co Texas

Estate
of
James H. Hardwood, Dec'd.

Application for
Sale of Real estate

Recorded

FILED
March 26 1894
L. H. Wright, County Clerk
By A. C. Geis Jr.
Deputy

The within application is granted & the Administrator is hereby ordered to sell the real Estate described within at public or private sale, according the terms of the Will, unless in the judgment of the Administrator such terms are contrary to the interest of the Estate, in which case the administrator shall sell for cash in hand, or partly for cash and partly on time as the interest of the Estate may require.
May 7th 1894 T. T. Nash Co. Judge

N-5-631.

The within application is granted & the Administrator is hereby ordered to sell the real Estate described within at public or private sale, according the terms of the Will, unless in the judgment of the Administrator such terms are contrary to the interest of the Estate, in which case the administrator shall sell for cash in hand, or partly for cash and partly on time as the interest of the Estate may require.
May 7th 1894 T. T. Nash Co. Judge

The State of Texas } In County Court
County of Dallas } Dallas County
Texas

To the Hon. C. G. Brown Judge of the Dallas County Court.

Now comes Margaret E. Holloway and shows to the Court that James H. Holloway departed this life in Dallas County Texas on or about the 9th day of January 1892 in Dallas County Texas.

That said James H. Holloway died seized and possessed of an estate consisting of real and personal property and money situated in Dallas County Texas and of the probable value of Three Thousand dollars.

That said James H. Holloway deceased left a will wholly written by himself. That at the time of the execution of said will said deceased was of sound mind and more than 21 years of age. said was first married to Orbie (?)

That Margaret E. Holloway is the surviving widow of said James H. Holloway deceased and as such has the prior right to administer on the estate of said deceased.

That said Margaret E. Holloway does not desire to administer said estate and hereby waives her right to administer on said estate in favor of W. H. Johnson who resides in Dallas County Texas and who is not disqualified by law from accepting letters of administration on said estate.

Wherefore she prays that the written instrument filed herewith be admitted to probate as the last will and testament of said James H. Holloway deceased and that said W. H. Johnson be appointed administrator with the will annexed of the estate of said James H. Holloway deceased.

And she will ever pray &c

Margaret E. Holloway by
F. R. Castleberry Atty

petition Scanned

Estate
of
James H. Hodoway deceased

Application to Probate
Will

Filed Nov. 1[illegible]
N B Scott Co Clerk
By T. T. Lewis D.

Recorded Jan. 5 1893.
Kirkney