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

Case Number 2651

Dallas Genealogical Society
Founded 1955
www.dallasgenealogy.org


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## $\square \Gamma$


Estate of Jere White, Deceased.
Know all Men by these Presents, That we R.R. Ellis as Principal, and of Burke and Pis eleycon
as Sureties, are held and firmly bound unto the County Judge of sud County of Dallas,
 conditioned that the above bound R.R. Ellis.
been appointed administrator of the estate of Jerre White, Deceased,
shall well and truly perform all the duties required of him under said appointment.
WITNESS our hands and seals, this th day of Morembel 1900 CABers [sкин] \& Eaton m [SEal]
[SEat] deceased, died without leaving any lawful will, so fores as I know or believe; and that I will well and truly perform all the duties of Administrator of the estate of said deceased.


3 Sworn to and subscribed before me this 10 dahl of Novenfer - 1900 $\therefore$,











The State of Texas,

To the Sheriff of Dallas County--Greeting:
YOU ARE HEREBY COMMANDED, That you take into custody, and commit to the Jail of your County, $\qquad$ who was on the $\qquad$ day of: 110... convicted in the County Court of Dallas County, of
$\qquad$ 8 $\qquad$ and his punishment fixed at DOLLARS fine and $\qquad$ days imprisonment, and judgment was entered therefor, together with all costs of said prosecution amounting to the further sum of $\qquad$ Dollars, and you will him safely keep until such fine and all costs heroin are paid and said term of imprisonment has expired, or until he is otherwise legally discharged.

GIVEN under my hand and the Seal of the County Court of Dallas County, Texas. this day of A. D. 190 A. S. JACKSON, (clerk county Court, Pallas County, Tonus By Deputy:

The State of Texas.
County of $\qquad$
 in and for County. Texas, on this day personally appeared $\qquad$ L. 7 Pasto known to me, who, being by me duly sworn, states on oath that the foregoing and annexed Account in favor of $\qquad$ G. 7 Caine Mod. against $\qquad$ for the sum of Dollars, is, within the knowledge of affiant, just and true ; that it is due and unpaid, and that all just and lawful offsets, payments and credits have been allowed.


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The State of Texas,

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, Texas, who, being by me duly sworn, states on oath that he is the owner of the annexed Account in favor of trace bepherd
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ard ter....

[LiS. $]$





Received payment,






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'The State of Texas, County of Della BeFORE ME H/~Cery
 of Texas, on this day personally appeared who Lee. being by me duly sworn, states on oath that he is the owner of the annexed Account in favor of A Clay he
$\qquad$ and that said accourre is, within the knowledge of affiant, just and true: that it is due, and that all just and lawful offsets, payments and credits have been allowed.
\& a Lacy

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Staple and Fancy Groceries, Etc.
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Bought of WHITE \& EL CIS, DEALERS IN....
$\qquad$ Glassware, amps, Jable and Pocket Cutlery. FURNITURE AND UNDERTAKERS' GOODS...... HOUSE FURNISHINGS, WINDOW SHADES, GLASS.



The State of Texas, County of aces A
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who, being by me duly
of Texas, on this day personally appeared
\&at Ell sworn, states on oath that he is the owner of the annexed Account in favor of pete eat ell
the amount of Torte Don er or against and that said account is/within the knowledge of affiant, just and true; that it is due, and that all just and lawful ${ }^{2}$ ffsets, payments and credits have been allowed.

White rang

SUBSCRIBED AND SWORN TO BEFORE ME This


Brain Butte Dolled, Ganobly Ping
County, Texas





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STATE OP MICHIGAN. \{
COUNTY OF WAYNE.
Frank B. Leland, of the City of Detroit, Wayne County, Michigen, being duly sworn, deposes and says, that he is the secretary of The National Len and Investment Company, of Detroit, Michigan; that on the and day of November, in the year $13 \% 6$, Jerry L. White and Sintha L. White, both of Charlie, Clay County, Texas, being indebted to said company in the sum of $\$ 400$, evidenced by a certain bond, did give to Foment Chambers of Dallas Texas, es trustee for said company, a Deed of Trust for geld amount of $\$ 400$, which said deed of trust is of record in the County Clerk's Office for Wichita County, Sexes, in Vol. il of Deeds of Trust or Mortgages, Page 603, and covers land as follows:

Beginning Fifty ( 50 ) Ret Rest of the Northwest corner of Lot Ten (10), Block Number One Hundred and Ninety-five (195), Original Towns of Wichita Palls, Texas; thence east parallel with Tenth Street Fifty (50) Feet; thence South at right angles one Hundred (100) Feet; thence West et right angles Fifty ( 50 ) Feet; thence North parallel with Indiana
 fIve (195), in Wichita Falls, Texas. That said indebtedness xrxadxanse still remains unpaid, and that the statement hereto attached, showing \$437.44 still due, is a correct statement of the amount now due said company on December 3 st , 1901. And farther deponent seth not.


Subscribed and sworn to before me, this 2 le. $\frac{14}{1 /}$ dey of November, 1901.


IN ACCOUNT wITH
The Th rational SLoan and Investment! Company OF DETROIT, MICHIGAN.


Subscribed end sworn to before me, this $26 \frac{\pi}{4}$ dey of November, 1901.




STATE OF MICHIGAN. \{SS.
COUNTY OF WAYNE.
Prank B, Leland, being duly sworn, says, he is Secretary of The National Loan and Investment Company, of Detroit, Michigan; that Jerry L. White, deceased, late of Wichita Pals, WLoh1ta County, Texas, was at the time of his death indebted to said The National Loon and Investment Company, of Detroit, Michigan; that on or about the First day of November, 1896, said corporation loaned said White the sum of Four Hundred (400) Dollars, and that there now remians unpaid on said Indebtedness after crediting all payments that have been made by said Jerry L. Waite, the sum of Three Hundred Ninety-Six Dollars and Twentyone cents (\$396.21).

Deponent further says that the repayment of said loan is secured by deed of trust of real estate situated in Wichita county, Texas, and described as besiming Fifty (50) Poet Fest of the Northwest Corner of Lot Ten (10), Block One Hundred Ninety-five (195), orlatnal town of Wichita Palls, Texas; thence Best Parallel with said Street Fifty (50) Fest; thence South at rift angles One Hundred (100) feet, to place of beginning, being part of Lots Nine (9) and Ten (10), Block One Hundred Ninety-five (295), Wichita Falls, Texas.

Further deponent saith not.


Subscribed and sworn to before me this Rand day of January, 1901.

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Notate of Jerre White, deceused. No. 9843.
In county court, Dallas County, Nosember Term, 1900.
Sollee is hereby given that letters of admindatrion upon the
entate at Jerre White, deceased, estateat Jerre white, deceased,
weto fanaed to the by the Hon. County Coart of Dallus County Pexis.ion the 12th day of NovemFrex, 1000, und that all persons
haviag elaims againot saif estate are rofluiced to present the same to by fare.
My postufice address is lan caster, Thatiss County. Tucus. 3. R6 15Lits, atitaimatrater of the Estate
simerphithe, deceased.

TAYLOR \& COOMBES.
LAWYERS.
109-2 RINGS. $\qquad$ 179 MAIN STREET.

DALLAS, TEXAS, 1900.

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FRUIT \＆SMITH．
Attorneys anu Cotutselocs at Cato

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FORT WORTMITEXA

R．R．R111s，Req．，
Lancaster，Texas．
Dear Sir：－
Wa nama you herewith a claim in favor of the National Loan \＆ Investment Company of Detroit，Michigan against the Jerry L．White estate of whish fou ara administrator．The claim is $\$ 137.44$ and is secured by a 11 㘯 of dertaflt property in Wiohita Falls．Please indore upon it the fact of 1 ts presentation to you and allowance by you as administrator and ratyit fo to us as soon as possible．

Pleases write us whether or not there will be sufficient money to pay this olaim．

Yours truly，
Dint．D．A．S． Enol．

Pmik？Tint－


IV THIS MATTER
THE ESTATE OF
NO. 2843.
JeRKY WHITES, DECEASED.

Wow, on this /4 day of May, A. D., 1904, came on to be examine the fricel report of the administrator of this estate filed herein on June 0,1903 ; and it appearing to the court that said report is correct, and there being no exceptions thereto; and it further appearIng to the court that said estate has been fully administered with the exception of the sum, of $\$ 85.00$ heretofore paid into, the treasury of this
 court $n$ emt that said sum ought to be applied on the claim of the National Loan and Investment Company heretofore duly allowed and approved as a third chase claim against this estate;

It is, therefore, ordered that the clerk of this court pay to the Istional Loan and Investment Company, said sum of $\$ 25.00$, and that qlagelarital this eatathobe gigged and the administrator be discharged from his truster-
 ait his bowisum ar s Rely nleureo and the estate deciored Cloned

No. 8843.
In the Estate of \} सि?
Jerry White, dec eased
Now on this the 30th antered on the minutes
do to appear to the oourt that the ordes not conform to the order
In this estate as of Varoh 17 th 1904 the the court that on sald date
eranted on sata day; and it appest adintrator the sum of $\$ 25$ undisposed
there was in the hands of the and that the elaidi of W.L.Anderson as
of by any onder made here1n, ader been allowed by the administrator shown by the olalim dooked by the ourt:
nor approved or olassit ordered that the sald order of Waroh 17 th It is therefore now estate held open until the dispositicn be sot aside, and that tho entatermined.


In the Estate of $\quad$ No. 2.843 In the Probate Court
Jerry White, Deceased
Dallas County, Texas.

Now ComesThe National Loan and Investment Company and shows to
the court that it is a oreditor of the above estate, and that its
claim has duly allowed and approved for the sum of \$437.44, and
classified as a $t$ herd class olein; that of said amount only the sum of $\$ 403.18$ has been paid, and that all other olains owing by the estate which have been presented to the administrator have been fully satisfied; that at the time the final account of the administrator was filed there was in his hands undisposed of the sum of \$25, which amount the administrator has paid into the registry of the court; that said sum of \$25 ought to be applied to the payment pro tanto of the balance owing to your petitioner.

Wherefore your petitioner prays that notice of this application be given, and that on the hearing hereof the olerk be directed and ordered to pay said sum of \$25 to your petitioner.
$\qquad$
Attorneys for The Rational Loan and Investment Company.

We hereby waive notice of the above motion.

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 County, Texas, for Sech_ days prior to such ala. And the proceeds arising from such sale shall be applied: first, to the necessary and proper expenses of such sate, then to the payment of ala
mote then remaining unpaid, the balance, if any, to be paid to or Te eerier. It shall not be nesessary to the validity of such sale, however, that said I Trustee shall have actual possession of said property, nor that the same shall be within view at such sate, out the purchaser or the purchasers thereof shall be entitled to take possession of the sume, nevertheless, whenever found.
I further represent that © Que ne owner of the above property, and have the right to mortgage 1809 Witnesses: salary \&f. $x$. White

然he State of a texas， County of

BEFORE ME，the undersigned authority，this day porsamally appeared known to me to be the person whose name subscribed to the foregoing instrument of writing，and acknowledged to me that he executed the same for the purposes and consideration therein stated．

GIVRN under my hand and seat of office，at office，in
this day of

The State on texas， ss．
County of
County Clerk of
County．Texas，do hereby dertify that a true copy of the forge instrument，and of its certificate of authentication（which copy was by me carefully compared with the original），was deposited with me and fled in my office on the 189 ，at o＇clock M．，and that I have entered a minute thereof in Book Page of the Records of Chattel Mortgages of Whines my hand and the Seal of said Court，at office，in． this． $\qquad$ day of？ 189
County Clerk
By County，Texas．
Deputy．
 Chattel Mortgage．


THE STATE OF TEXAN，
County，SS．
This instrument woos filed for record on This instrument was filed for record on
the day of $\quad 189$
at the hour of $\quad$ M．Page and duly
recorded in Book
of Chattel Mortgages of
Cotenty，Texas．


On or before order of
at their office in Lancaster，D．xas，the sum of
with interest at the rate bf Ten per cent per annam from ce Le，until paid，for Value Received．And it is hereby specially agreed that if this note is placed in the hands of an attorney f for collection，I，we，or either of us，promise to pay Ten per cent additional on full amount due as attor－ ney＇s fees．


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Inventory and Appraisement
OF THE PROPERY, REAL AND PERSONAL, BELONGING TO THE ESTATE OF Gen Hhice, deil

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rive strips of texas \} , ~ R Q E ~ G e e s ~ a l m i n u a t ~ t o r ~ 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. After.
$\qquad$
 THE STATE OF TEXAS, Before the Undersigned Authority, this day personally appeared mate - - taxmen Appraisers of the above named Fatate, 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. above and foregoing is a just and true Appraisement of the property pointed out to them as belonging to said estate.

THE STATE OF TEXAS.
To all Persons Interested in the Administration of the Estate of Jerre White Deceased.
R.R.F111s Administrator, has filed, in the C'ounty Court of Dallas County, an Applicution for the sale of certain lands belonging to said Estate, for the payment of the debts due, of the foltowing desoription, to-wit:

Lot of land situated in Wichita Palls Teasa, Begining at the J. F.corner of Lot 1to. 10 Block 195; Thence Weat 100 feet wivh II. Ilne of seld Iot; Thence S. 100 feet across Lot $10 \& 30$ feot of Lot 9 Block 195 ; Thence I . 100 feet to Alley; Thence $\pi T$. 100 feot with Alley to, begiminc, being $70 \times 100$ off the East and of Lot No. 20 and $30 \times 100$ feet out of the N.E. of Jo. 9 Block 195 , said City of Wichita Balls, Tevas.
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which will be heard at the next term of said Court, commencing on the First Monday in .July,1902. 1. D, 189 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.

Wiqness \& , B, MOATT, County Clerk of Dallas County, Texas, Given under my hand and seal of said Court, at office in the City of Dallas, this 3rd. day of June $\qquad$
A. D: 1 80 1902



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 19.4 day of suay 1903

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The stats of Jerry L. White, deceased, of ion R. R. Elis is administrator, is indebted to the National Loan \& Investment Company of Dedroit, Michigan, a corporation of the State of Michigan having a permit to do business in Texas, for the balance die upon a loan of $\$ 400.00$ prooured by the deceased from said Company on or about the and day of Moverper IBPE, which indebtedness is evidenced by said Whites bond to said Compaly which is attached hereto marked as Exhibit A., and is secured by a dead of trust hereto attached as Exhibit E.. bearing date of November and I896 executed by said Jerry L. White and his wife Sintha L. White to Emmett Chambers, trustee, for said Company, upon the following property situated in the City of Wichita Falls, County of Wichita and State of Texas, to wit: Beginning Fifty (50) Feet East of the Northwest Comer of Lot Ten (IO), Black Number one Hundred end Ninety -five (I95), Original Town of Wichita Rale, Texas; Whence Rest parallel with Tenth Street piety (50) Feet; Thence
 Fifty (50) Feet; Thence North parallel with Indiana Avenue One Hundred (IOO) Feet to the place of beginning, being parts of Lots Numbers Nine (9) and Ten (IO), Block Number One Hundred and Ninety-five (I95), in Wiohita Falls, Texas..

After allowing credit for all sums paid on said loan whether as stook dues, interest, premium, or otherwise, there is now due thereon the sum of \$437.44, for which amount claim is hereby made against said estate.

$$
\text { This } 25^{\text {th }} \text { day of January } 1902 \text {. }
$$



State of Michigan
County of Wayne
I do solemnly $s$ wear that the above and foregoing claim of
$\$ 437.44$ in favor of the National Loan \& Investment Company of netroit, Michigan sejinst Jerry L. White, deceased, is just, and that all legal offsets, payments and credits know to affiant have ban allowed.. I further spear that said Company is omer of said claim, and holder of the bond and deed of trust evidencing and souring the safe and hereto attached, and that I as agent for said Company and am fully cognizant of the facts conrained in this affidavit, and know the same ${ }^{\circ} \mathrm{y}$ true..

Coleman

Signed and som to by $\qquad$ Coleussous.th1s $25^{-19}$ day of January, A, D. $190_{2}$.

The foregoing clan un presented to the is the National Loan itulitmat Comping of dectoih, mich, on the Les do y y Derby 1902 ami sherely allow the same for the fuel awing the of . this lathery of Help 190 2
alban.


enow all THen by these ilyesents, That
Jerry L. White, of Charlie, Clay County, Texas, is
held and firmly bound unto The National Loan and Investment Company, of Detroit, Michigan, a corporation duly organized and doing business under the Laws of the State of Michigan, and to its successors and assigns, in the penal sum of

Bight Hundred ( 800 )
DOLLARS,
to be paid to the said The National Loan and Investment Company, of Detroit, Michigan, its suecessors or assignor, at the General Office of said Company in the City of Detroit, State of Michigan, to which payment well and truly to be made, the said $\qquad$ Jerry L. White, binds himself, his $\qquad$ heirs, executors and administrators, firmly by these presents.

Signed, sealed and delivered the Sec and $\qquad$ day of November A. D. 1896. The condition of this obligation is such that whereas the said $\qquad$ Jerry L. White is $\qquad$ the owner $\qquad$ of $\qquad$ Four (4) Shares of the Stock of The National Loan and Investment Company of Detroit, Michigan, and has borrowed of said Company the sum of Four Hundred (400) DOLLARS, the receipt of which is hereby acknor.iedged.

Now if the said Jer:\% I. White
does all things required of him to be done, by the By-Laws of said Company, as a shareholder and as a borrower, and pays to said Company, its successors or assigns, at the General Offices of said Company in the City of Detroit, State of Michigan, the sum of One Dollar and. $\qquad$ Fifty -six Cents (\$2.56) per share per month on his stock and loan, and also pays all the fines that may be legally assessed against him under said By-Laws, and continues such payments until the said stock so owned by him shall have matured or reached the par value of One Hundred Dollars (\$100) per share, or until said obligor has made ninety - two monthly payments, then this obligation shall be void : otherwise of full force and virtue.

All payments hereunder to be made by said obligor to said obligee, at its office in the City of Detroit, in the State of Michigan.

Deed of Trust


together with all mpiwements, machinery and appurtenances, tenements, rights and hereditaments now upon or which may hervaly $\boldsymbol{r}$ be put upon said premises.

To have and to ho, $\mathbb{\text { Taid }}$ premises, with the improvements, machinery, appurtenances, tenement rights and hereditaments thereunto belonging to said party of the second part, and to his successors and to the assigns of him and his successors forever; and the said paries of the first part do... hereby bind...... themsel ves, the3. F........heirs, executors, administrators and assigns to Warrant and Forever Defend all and singular the said premises unto the said trustee, his successor,, in trust and to his and their assigns, against the claim or claims of all persons whomsoever.

IN TRUST, however, for the following purposes: To secure unto the said party of the third part, its successors and assigns, the prompt and full payment of the sum of..
Four. Hun.arad. ( 400 ) . ......... Dollars, according to the conditions of a certain bond bearing even date herewith executed by the said. .........Jerry. L. . Whit te ........................................ ........................ to the said party of the third part, its successors and assigns, for a loan of Poux. Hundrea . . ( 4,00 ). ................ . Dollars; and further to secure prompt and full repayment of any and all sums which said party of the third part, its successors and assigns, may pay for taxes, insurance, or for maintaining the property in proper repair, according to the covenants hereinalter set forth, and to secure the strict performance of these and all other covenants and stipulations of this deed, and of all obligatiors inch mbent on said.......................... ............................. Jerry. I. . Rad.te. ......................................... a shareholder in and as a borrower from said party of the third part, unds er, by-laws, rules and regulations now existing, or which may hereaiter lawfully be made, altered o.

And for the better securing of said bond and the debt herein described, the said parth, esof the first part for ...... therssalves. $\qquad$ and $\qquad$ thei. r. assigns do... hereby covenant with said trustee and the said party of the third part, its successors and assigns, with regaru to the property berein conveyed as follows:
(1). That . ....th.ey . . . . . . . . . . have a good and perfect title in fee simple to said lands and properties and have the right to execute tiese presents.
 brances thereon.
(3). That the herein described property or any part thereof is not............................ homestead, nor claimed, used, or enjoyed by... $\qquad$ as such, and that.. $\qquad$ have other property which........................ occupy and claim as such homestead.
$\qquad$
कUtheveas, The said part, e8 of the first part, for . themsetves , and....assigns, agree... to and with the said party of the third part, its successors and assigns, that...they. ..............will pay and discharge, or cause to be paid within a time prescribed by law, all such taxes and assessments, of whatever nature, as shall by any lawful authority, while tire money secured by these presents remains unpaid, be levied or imposed upon said premises above described, and to also insure and keep insured the buildings erected and to be erected on the premises above described, in some good and responsible fire insurance company, to be approved by the party of the thàd part, its successors or assigns, against loss and damage by fire in the sum of at least. ........ Four .Handred. .(400). . . ............................... dollars, for the benefit of the party of the third part, its successors and assigns, and assign the policy or policies and certificates thereof to the party of the third part, its successors and assigns. It is also agreed, that should any default be made in the above covenant to insure and keep insured the said butdings, then, and in such case, it shali be lawful for the said party of the third part, its successors and assigns, without prejudice to any rights which it might otherwise have by virtue of these presents, to effect such insurance, and the premium or premiums paid therefor shall be a lien on premises above described, added to the amount secured by these presents, and shall be payable on demand, with interest at eight per cent ( $8 \%$ ) per anutum.
And it is atso agueca, that should any default be rade in such payment of taxes and assessments as above provided, or any part thersof, then and in shich case it shall be lawful for the party of the third part, its successors and assigns, without prejudice to any rights which it might otherwise have by virtue of these presents, to pay and discharge said taxes or assessments, and the money thus paid shall be a lien on said premises, added to the amount secured by these presents, and shall be payable on demand, with interest at eight per cent ( $8 \%$ ) per annum.
And it is also fuethee rypeessly ageect, that the said paries of the first part, shall at all times keep the buildings erected and to be erected on the premises described in this deed in periect repair, of which said third party, its stuccessors or assigns, shall be sole judge, and the first pardegagree... that whenever said thind party, its sticcessors or assigns, shall deem any repairs necessary to prevent said buid. inge from deteribrating in value, thay ...... will make such repairs, and that if, thery.....fail to do so after thirty days' notice, said third party, its successors or assigns, may proceed to make such repairs, and the amount paid therefor shall be a lien on the premises above described, added to the anount secured by these presents, and shall be payable on demand with interest at eight per cent ( $8 \%$ ) per annum.
And it is also fuether agreed, that whereas the said. .
Jerry. I. . Whita.................................... is..........the owner of. Reur. (4) ....... shares of stock of THE NATIONAL LOAN AND INVESTMENT COMPANY, of Detroit, Michigan, said third party, and has borrowed of the said company, pursuant to its by-laws, the money secured by this deed.
gow threefore, nif ... Jempy I. Whita, one of $\qquad$
..first parti esagred to do all things required of.... him
to be done by the by-laws of said company, as a sharcholder and as a borrower, and to pay to saik compary the sum of one dollar and... Fifty.-gix ....cents (\$10 5.6.............) per share per month on hie............................. stock and loan, and also to pay all fines that may be legally assessed against, ...... him . . under and hy virtue of said by-laws or amy smendments that may be made thereto. Such payments to be made until the stock owned by saic ..................................... Jerry. Le Whita, ons, of
fiont partes shall have matured under said by-laws, and when said stock shall have matured or reached the value of one hundred doltans ( $\$ \mathbf{r o 0}$ ) per share, the same shall be surrendered and cancelled, and thereupon thene presents shall be woid and the property hereinbefore granted shall be released at the cost of said part as of the linst part.
It is expresstg agveed, however, that said .............Jerry. Le. White.................... shall not $\$ \mathrm{f}$ requircd to pay more than. ........ninety mbwo ...monthly installments upon stock, and a like number of montlily pay vents of interest and premium, and shall thereupon be entitled to a discharge af bonil and release of this ftust dech, and the cancellation of collateral stock. Said sum of $\$$. $8.6 \ldots \ldots$. party elects to avaihiaselif. . of the privilege of repayingis ......... loan sefore said. . 92.
monthly payments have been made or not shall the interest and nemmenmenihim itimen. 92
per month per share includes stock, interest and premium payments, and in no event, whether said first party elects to avaihimsol, f...of the privilege of repayinghis . . . . . . . . loan before said, . $92 \ldots .$. . . monthly payments have been made or not, shall the interest and premium paid by him exceed ten per cent per annum upon monthly balances.
It is distinctly undeestood and ageeed that all the payments herein mentioned, due from first pari os to third party, shatl be made at the office of said third party, in the City of Detroit, in the State of Michigan, that being the place where the contract herein set forth, and set forth in the bond herein referred to, is and was made.

And it is alo further understood and mutually agned by the respective parties hereto, that the bond herein mentioned and this instrument given for the purpose of securing the payments mentioned in said bond are made and executed, and shall in all cases be construed as under and in accordance with the laws of the State of Michigan, and the articles of incorporation and by-laws of said assoclation, anything in the laws of any other State 40 the gontrary notwithstanding, and any provision whatsoever in the laws of any other State at variance with the lawf of ths Stat of Michigan, either on the subject of interest, premiam, or any other matter, is hereby express); waived. It being mutually intended by the parties hereto, to make this

in this Deed, on the day when the same are made payable by this Deed, and by the by-laws of said party of the third part, and should such default continue, and any of said items, either in whole or in part, remain unpaid and in arrears for a space of six montlis, then and from thenceforth, that is to say, after a lapse of said six months, the aforesaid principal sum of.

Four. Hun dred. (.40.0).
. .dollars, with all arrearages thereon, shall, at the option of the party of the party of the third part, its successors or assigns, become and be due and payable immediately thereafter, without notice, although the period herefu, and by said by-kws provided for the payment thereof shall not then have expired, anything hereinbefore contained to the contrary thereof in anywise notwithstanding, and the said party of the first part hereby fully empowers the said trustec, original or successor hereunder, and it is fereby made his special duty at the request of said party of the third part, its successors or assigns, made at any time after default as aforesaid, to enter into and retain possession of, or sell the above described property or any part thereof, as a whole or in parcels, at public auction to the highest bidder, either for cash or on eredit, at the option of said trustee or his successor, at the court house door of the County of . . . . . . . . .Wi. ch \$.ta . . . . . . . . . . . . . . . . . . . . . . . . State of Texas, between the hours of 10 o'dock A. M. and 4 oclock P. M., bn the first Tuesday in any month, after default as aforesaid, and after giving notice of the time, terms and place of sale by written or printed notice posted in three public places in snid county, one of which shall be at the court house door of said county, for at least twenty consecutive days next prior to the day of sale, and to exerate and deliver to the purchaser or purchasers thereof, in....thai . ......name, a deed or deeds conveying in fec simple and bindingthemsel ves
 the proceede, the same to be applied in the following order: Jirst, to the payment of all proper expenses of alvertising, selling and conveying, and a commission to the trustee of nive per centum ( $5 \cdot \%$ ) uput che entire amount due and unpaid; Second, to the payment of the whole amount then due to raid party of the third part, according to the terms of this deed, and the bond herein mentioned, and.+ by-lnws and regulations to said third party; and lastly, to hold the remainder of the moneys, if any there be, subject to the order of the said party of the first part, or .....th. ©f r . . . . assigns, and such sale shall forever be a perpetual bar against said partiegof the first part, thei. $\mathrm{r} . \ldots . .$. . heiry and assigns, and all persons claiming under, ....them ..... and should Emmett Chambers, the said Trustee, fail or refuse or be unable or disqualified from acting hereunder, the party of the third part, its successors or aspigns, shall have power to appoint is trustec, a substitute or sticcessor, such appointment being evidenced by an instrument signed and acknowledged by said third party, its successors of askigns, apt recorded in the county where the above described premises are located, and thereupon saidedescribed property shall become vested in said successor in trust, with all the powegs, duties, and obligatons herein conierred.
It is expeessty agrecd, that in case said trustee should sell said premises as provided in this Deed, by reason of the default of said partip, of $^{\text {of }}$ the first part, in computing the amount due said party of the third part, its snccessors or assigos, snid pard es of the first part shall be considered and treated the same as a r borrowing member of the said The National Loan and Investment Company, who repays his loan in full before the maturity of his stock; that is to say, the amount due shall be computed, and the value of the borrower's stock ascertained under the by-laws of the said The Natigual Loan and Iavestment Company, and all the profits on the borrower's stock allowed him as set forth in article 6, section 6, of the said by-laws.

If is further expressty ageeed, that all covenants and agreements herein contained shall run with the land, and all vendees and assigns of the land, and all persons claiming under said first paries shall be bound thereby the same as ii they were originally parties of the first part to this writing.

And in consideration aforesai the pardes of the first part hereby expressly waive\%... and renounce... the benefit of all laws that now exist or may hereafter be enacted, providing for any 2ppraisement of property before sale, or any laws tha may be enacted in any way extending the time for the enforcement or collection of the Icbt afornsaid, or creating a pefiod of redemption from any sole made in the collection of said debt.

IN WITNESS WHEREOF, .... They on the day and year as above written.
have hercunto set. their $r$...
handa.


County of Wichita
Before me, $\qquad$
$\qquad$ in and for said County and State, on this day personally appeared.
$\square$ Jerry. L... White.
known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that Ye y executed the same for the purpose and consideration ${ }^{3}$ therein expressed, and Tangy. In White


Given under my hand and seal of office this. 2.1 .2 ...... day of heormbern... eighteen hundred and ninety-six.......
$\square$ \#tohiais: DLichitos County.

The State of *oxus Sehwerse County of White. $\qquad$
a Notary public Before ${ }^{2}$ golnu
Q. Stewart Tennessee
Sintha L. White
Jerry L White
known to me to be the
person whose name is subscribed to the foregoing instrument, and having been samined by me, privily and apart from her husband, and having the same fully captained to her, she the said Sintha L, White acknowledged such it slrument to be hor act and deed. and declared that she had willingly signed the same for the purposes and consideration therein expressed. and that she did mot wish to petritet it.

Given undo my hard and seal of officethis $/ 6 \frac{\pi}{4}$ day or nenemher $\quad 1 . D^{+80 B}$. Gobies k, scinvart. NOtary Public, White County, Tennessee.


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