

STATE OF TEXAS  
COUNTY OF BEXAR

Before me, the undersigned authority, on this day personally appeared Edward C. Neugebauer, and wife Helen Marie Neugebauer 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 consideration therein expressed. And the said Helen Marie Neugebauer wife of the said Edward C. Neugebauer having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Helen Marie Neugebauer acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it. Given under my hand and seal of office, this 3rd day of July, A. D., 1934.

C. W. R. Duvall  
Notary Public, in and for Bexar County, Texas

Seal  
Filed for record July 30, 1934, at 2-41 P. M.  
Recorded Aug. 7, 1934, at 11-25 A. M.  
Geo. W. Hantress Jr., Co. Clerk, Bexar Co., Texas  
By Dillard Coy, Deputy

No. 48856  
Edna O. Meyer et al ..... Request to Sell under D/T etc B. A. Greathouse et al

THE STATE OF TEXAS  
County of Bexar

WHEREAS, heretofore on to wit: May 15, 1928, George D. Bihl and Allie Bihl, husband and wife, residents of Bexar county, Texas, by their warranty deed with lien of that date, recorded in Vol. 1027, pp. 553 and 554, deed records of said Bexar county, made a part hereof, granted, sold and conveyed unto Charles Graebner, of the same county and state all and singular the following described lands and premises, namely: All those certain lots, tracts or parcels of land lying and being in the county of Bexar, state of Texas, within the corporate limits of the city of San Antonio, and being to wit: Lots Nos. seventeen (17) and eighteen (18), and the west one-half (W.  $\frac{1}{2}$ ) of lot No. nineteen (19), in block No. twenty-eight (28), city block No. One thousand, eight hundred and ten (1,810) on the south side of West Mulberry Avenue, in Beacon Hill Addition, an addition to said city of San Antonio. And WHEREAS, as a part of the consideration for said deed of conveyance, the said Charles Graebner, together with Emelie Graebner, his wife, on said May 15, 1928 duly executed and delivered unto the said George D. Bihl their certain promissory note in the principal sum of \$5,000.00 in U. S. gold coin of its then (May 15, 1928) standard weight and fineness, dated May 15, 1928, payable five years after its said date by said Charles Graebner and Emelie Graebner to the order of said George D. Bihl at San Antonio, Bexar county, Texas; said note bears interest at the rate of seven per centum per annum, payable semi-annually from the date of said promissory note until its maturity, and ten per centum interest per annum thereafter until paid; said note also provides that all past-due principal and past-due interest shall bear interest at the rate of ten per centum per annum; said promissory note also provides, amongst other things, that in the event default be made in the prompt payment of said note or declared due when due, and the same be placed in the hands of an attorney for collection, or suit be brought on said note, or if the same be collected through any judicial proceedings whatever, then the said makers Charles Graebner and Emelie Graebner agreed and promised to pay ten per centum additional on the amount of the principal and interest of said promissory note as attorneys fees, according to the tenor and effect of said promissory note and of the undertaking aforesaid on the part of said Charles Graebner and Emelie Graebner, And WHEREAS, to secure the payment of the promissory note aforesaid, a purchase-money lien was by the said George D. Bihl and Allie Bihl duly reserved and retained in said deed of conveyance, in favor of said George D. Bihl, upon and against the aforesaid lands and premises. And, WHEREAS, to additionally secure the prompt and faithful payment of said promissory note, the said Charles Graebner and Emelie Graebner on the same day, to wit: May 15, 1928, duly executed and delivered unto

Arthur Witchell, also of said Bexar county, as trustee, their certain deed of trust, recorded in Book 1384, pp. 274 to 277, trust-deed records of said Bexar county, Texas, whereby the said Charles Graebner and Emelie Graebner granted, bargained, sold and conveyed the aforesaid lands and premises in trust unto said Arthur Witchell, trustee, for the use and benefit of said George D. Bihl, or other holder of said promissory note. And WHEREAS, it is provided in and by said deed of trust, inter alia, that should said mortgagors, Charles Graebner and Emelie Graebner, make default in the punctual payment of said indebtedness, or any part thereof, principal or interest, as the same shall become due and payable, or should said mortgagors fail to comply with any of the terms, conditions, provisions or stipulations contained in said deed of trust, then and in any such case the whole amount of said indebtedness remaining unpaid should, at the option of said George D. Bihl, or other holder of said promissory note, immediately mature and become payable, and it shall thereupon, or at any time thereafter, the said indebtedness or any part thereof remaining unpaid, be and become the duty of said trustee Witchell, and of his successor or substitute, as in said deed of trust provided, on the request of said George D. Bihl, or other holder of the indebtedness thereby secured, or any part thereof, to enforce said trust; and after advertising the time, place and terms of the sale of the aforesaid property to be sold for at least twenty-one days successively next before the day of sale, by posting up written or printed notices thereof at three public places in said Bexar County, one of which shall be at the courthouse door of such county, to sell the said lands and premises in accordance with such advertisement, at public auction, in front of the door of the courthouse of said Bexar county, Texas between the hours of ten o'clock a. m. and four o'clock p. m., on the first Tuesday in any month after default, to the highest bidder for cash--selling all the property so conveyed and above described as an entirety or in parcels, as the trustee acting may elect--and make due conveyance to the purchaser or purchasers of said property, with general warranty, binding the said mortgagors Charles Graebner and Emelie Graebner, and each of them, and their heirs, executors and administrators; and out of the moneys arising from such sale, the trustee acting was directed to pay, first, all the expenses of advertising, sale and conveyance, including a commission of five per cent to himself; and then to the said George D. Bihl, or any other holder of said promissory note and liens, the full amount of principal, interest and attorneys fees due and unpaid on said indebtedness as therein set forth, rendering the balance of the purchase money, if any, to the said mortgagors, their heirs or assigns. And WHEREAS, said deed of trust also contains, amongst others, the following clause, condition, covenant and stipulation, to wit: "In case of the absence, death, inability, refusal or failure of the Trustee herein named to act, a successor and substitute may be named, constituted and appointed by the said party of the third part herein (meaning said George D. Bihl,) or other holder of said indebtedness, or any part thereof, without other formality than an appointment and designation in writing; and this conveyance shall vest in him, as Trustee, the estate and title in all said premises, and he shall thereupon hold, possess and execute all the title, rights, powers, and duties herein conferred on said Trustee named, and his conveyance to the purchaser shall be equally valid and effective; and such right to appoint a successor or Substitute Trustee shall exist as often and whenever from any of said causes any Trustee, original or substitute, can not or will not act." And WHEREAS, said deed of trust contains many other clauses, conditions and stipulations, not deemed necessary to be herein set out. The said deed of trust, as duly recorded in said Vol. 1384, pp. 274 to 277, trust-deed records of said Bexar county, Texas, and the said record thereof, are each by reference made a part hereof. And WHEREAS, thereafter on to wit: said May 15, 1928, the said George D. Bihl, the vendor in said deed with lien, the payee in said promissory note and the beneficiary in said deed of trust, for the consideration of \$5,000.00

to him paid by Edna O. Meyer, the wife of Joseph Meyer, of Wheeling, West Virginia, sold, indorsed, assigned and delivered unto said Edna O. Meyer the promissory note aforesaid, together with the said several liens upon said real estate securing said note, including the superior title of said George D. Bihl in and to the lands and premises aforesaid, as will more fully appear by reference to said transfer and assignment from said George D. Bihl to said Edna O. Meyer, duly recorded in Book 1379, pp. 356 and 357, deed records of Bexar county, Texas, made a part thereof. And WHEREAS, thereafter on to wit: November 27, 1932, the said mortgagor Charles Graebner departed this life testate in Kendall county, Texas, where he was then residing, leaving a last will and testament duly executed by him on October 31, 1932, by the terms of which said will the said Charles Graebner devised and bequeathed unto his said wife Emilie Graebner his entire estate, real, personal and mixed property, and constituted said Emilie Graebner his independent executrix without bond and free from the control of any court, and which said will was thereafter on to wit: December 28, 1932, by the judgment of the County Court of said Kendall County, Texas, in cause No. 804, Estate of Charles Graebner, deceased, duly admitted to probate and said Emilie Graebner was confirmed as independent executrix of said Charles Graebner's will and estate, and she duly qualified as such executrix on December 28, 1932, and she is still acting in that capacity; the said Emilie Graebner also writing her name Emilie Graebner. And WHEREAS, the said Graebners paid all interest on said promissory note for five years and six months to November 15, 1933, but they failed and refused to pay to said Edna O. Meyer, although repeatedly thereunto requested, the said principal of said note, viz: \$5,000.00 in gold, which matured on May 15, 1933, as well as the interest accruing thereon since said November 15, 1933. And WHEREAS, there is now still due, matured, unpaid and owing unto said Edna O. Meyer by the said Graebners, jointly and severally, upon said promissory note the principal sum of five thousand dollars (\$5,000.00) in U. S. gold coin of the May 15, 1928 standard of weight and fineness, together with interest thereon at ten per cent per annum from said November 15, 1933 until paid. And WHEREAS, the said Edna O. Meyer now desires to have said trust enforced, and to have the said trustee, or the substitute trustee, sell on the first Tuesday of September, A. D. 1934, or so soon thereafter as may be done conveniently, the above described real estate in a body at public auction to the highest bidder for cash, as provided by the terms of said deed of trust. And WHEREAS, said original trustee Arthur Witchell, whose full name is Arthur S. Witchell being unable and refusing to execute the trust conferred upon him by said deed of trust, does now and hereby in writing declare his inability and refusal to execute said trust, and in order to evidence that fact joins said beneficiary Edna O. Meyer and Joseph Meyer, her husband, in this instrument, and requests them to name, constitute and appoint, his, the said trustee Witchell's, successor and substitute trustee in said deed of trust. NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: First: That I, the said Arthur S. Witchell, the original trustee in said deed of trust, being unable and unwilling to execute said trust, do hereby decline to execute the powers conferred upon me by said deed of trust, and I have accordingly resigned and do hereby resign as such trustee, and request said Edna O. Meyer and Joseph Meyer to name, constitute and appoint a suitable successor and substitute trustee to carry out the terms of said deed of trust. Second: That I, the said beneficiary Edna O. Meyer, joined by my said husband Joseph Meyer, have accepted and do hereby accept the resignation of said original trustee Arthur S. Witchell, and have named, constituted and appointed, and by these presents do name, constitute and appoint B. A. Greathouse, Esq., also of Bexar county, Texas, as successor to said original trustee Arthur S. Witchell, and as substitute trustee in said deed of trust; and we the said Edna O. Meyer and Joseph Meyer do hereby jointly and severally declare, covenant and agree with the said Greathouse that he, the said

B. A. Greathouse, as such substitute trustee, shall henceforth have and hold the estate and title in said lands and premises, and he shall hold, possess and execute all the title, rights, powers and duties conferred by said deed of trust upon said original trustee Witchell, and that the conveyance of said substitute trustee B. A. Greathouse to the purchaser or purchasers of said property shall be equally valid and effective; Third: And we, the said Edna O. Meyer and Joseph Meyer, do now and hereby jointly and severally call upon you, the said substitute trustee B. A. Greathouse, to forthwith foreclose said deed of trust and to execute the powers conferred by the same, and to duly sell said lands and premises in satisfaction of the indebtedness aforesaid, evidenced by said promissory note, said warranty deed with lien, said deed of trust, and said transfer of said note and liens, respectively; such sale to take place at the courthouse door of said Bexar County, Texas, on the first Tuesday of September, A. D. 1934, or so soon thereafter as practicable. Witness our hands this the 19th day of July, A. D. 1934.

Arthur S. Witchell  
Trustee

Edna O. Meyer  
Joseph Meyer

THE STATE OF TEXAS  
County of Bexar

Before me, M. Witmer, a notary public within and for the said county of Bexar, on this day personally appeared Arthur S. Witchell, Trustee, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the capacity therein set out. Given under my hand and seal of office at San Antonio, Texas, this the 19th day of July, A. D. 1934.

Seal No. 4,475

M. Witmer  
Notary Public, Bexar County, Texas.

THE STATE OF WEST VIRGINIA  
County of Ohio

SS Before me, M. M. Jun, a notary public within and for the said county of Ohio, in the state of West Virginia, on this day personally appeared Edna O. Meyer and Joseph Meyer, the husband of said Edna O. Meyer, known to me to be the persons whose names are subscribed to the foregoing instrument, and severally acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the said Edna O. Meyer, wife of the said Joseph Meyer, having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said Edna O. Meyer, acknowledged such instrument to me to be her act and deed, and declared to me that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it. Given under my hand and seal of office at Wheeling, West Virginia, this the 25th day of July, A. D. 1934.

Seal  
My com, expires Dec. 13, 1942

M. M. Jun  
Notary Public for Ohio County, West Virginia.

THE STATE OF TEXAS  
County of Bexar

I, the undersigned B. A. Greathouse, the substitute Trustee, as above set out, have accepted and do hereby accept the aforesaid appointment as such substitute trustee, and I covenant and agree with said Edna O. Meyer and Joseph Meyer to execute the powers conferred by said deed of trust and my appointment aforesaid, and to duly sell the above described lands and premises at public auction and vendue on said first Tuesday of September, A. D. 1934, at the courthouse door of said Bexar County, Texas, in satisfaction of the indebtedness hereinabove described, and to execute and deliver to the purchaser or purchasers of said property a good and sufficient deed of conveyance therefor, as authorized by the terms of said deed of trust and my appointment, as aforesaid. Dated at San Antonio, Texas, this July 30, 1934.

B. A. Greathouse  
Substitute Trustee

THE STATE OF TEXAS  
County of Bexar

Before me, M. Witmer, a notary public within and for the said county of

Bexar, on this day personally appeared B. A. Greathouse, substitute trustee, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, and in the aforesaid capacity of substitute trustee. Given under my hand and seal of office at San Antonio Texas, this the 30th day of July, A. D. 1934.

Seal No. 4,481 M. Witmer  
Notary Public, Bexar County, Texas.

Filed for record July 30, 1934, at 2-44 P. M.  
Recorded Aug. 7, 1934, at 1-50 P. M.  
Geo. W. Huntress Jr., Co. Clerk, Bexar Co., Texas  
By Dillard Coy, Deputy

.....E.S.D.S.  
No. 48955  
Security Building & Loan Ass'n. Transfer D/T Home Owners' Loan Corporation

STATE OF TEXAS  
COUNTY OF BEXAR KNOW ALL MEN BY THESE PRESENTS: That Security Building & Loan Association, a corporation, acting herein by and through its President, Ike S. Kampmann, hereunto duly authorized, for a valuable consideration, the receipt whereof is hereby acknowledged, have Bargained, Sold, Transferred, Assigned and Delivered, and by these presents do hereby Bargain, Sell, Transfer, Assign and Deliver unto Home Owners' Loan Corporation, That one certain promissory note for the original principal sum of \$1,700.00, executed by Mathew Kaykendall and wife, Ellen Kaykendall, in favor of Security Building & Loan Association, on February 18th, 1929 bearing interest at eight per cent ( 8 %) per annum from date thereof, interest payable monthly, and secured by a Deed of Trust, on Lot numbered Twenty-two (22), Block Five (5), New City Block Sixty-one hundred sixty (6160), in Harvard Place Addition, situated within the corporate limits of the city of San Antonio, Bexar County, Texas; according to the map or plat thereof recorded in Vol. 368, page 258, of the Deed and Plat Records of Bexar County, Texas; Above Deed of Trust, dated February 18th, 1929, and recorded in Vol. 1098, page 313, of the Deed of Trust Records of Bexar County, Texas; together with the liens on and the superior title to said real property as security for said indebtedness. TO HAVE AND TO HOLD the above described note, together with all and singular the rights, equities, liens, claim, superior title and interest in and to the above described property, existing by virtue of the Grantor herein being the lawful owner and holder of said note and the lien securing same, giving unto the said Home Owners' Loan Corporation, its successors or assigns, the sole and exclusive right to hereinafter Sell, Transfer or Release the same. This transfer is made, however, without recourse on the undersigned. EXECUTED at San Antonio, Texas, this the 23rd day of July, A. D. 1934.

Seal  
Attest: SECURITY BUILDING & LOAN ASSOCIATION  
H. J. Hayes, Secy. By Ike S. Kampmann, President

STATE OF TEXAS  
COUNTY OF BEXAR BEFORE ME, the undersigned authority, on this day personally appeared Ike S. Kampmann, President of the Security Building & Loan Association, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed as the act and deed of said corporation, in the capacity therein stated. GIVEN UNDER MY HAND and seal of office, on the 25th day of July A. D. 1934.

Seal Augusta Grobe  
Notary Public in and for Bexar County, Texas  
Filed for record July 31, 1934, at 3-54 P. M.  
Recorded Aug. 7, 1934, at 2-10 P. M.  
Geo. W. Huntress Jr., Co. Clerk, Bexar Co., Texas  
By Dillard Coy, Deputy

.....E.S.D.S.  
No. 48957  
John Hancock Mutual Life Ins. Co. Release D/T Albert C. Deutsch et ux  
Release of Vendor's or Mortgage Lien, Texas Form

COMMONWEALTH OF MASSACHUSETTS  
COUNTY OF SUFFOLK KNOW ALL MEN BY THESE PRESENTS, That in consideration of the payment