

**Lot Number One, Section Number Two Hundred,  
Thirty-Six**

By

Rogelio Paez Jr.

Spring 2010

Dr. Russell Skowronek

Lot Number One, Section Number Two Hundred  
Thirty-Six, Hidalgo County, Edinburg, Hoehn Drive  
Subdivision

Porcion & Oral History Project  
University of Texas Pan American  
Community Historical Archaeology Program for the  
Schools **(CHAPS)**

The property that was researched is currently owned by my father, Rogelio Paez Sr. who has lived on it for the last twenty-four years. We live in a humble, three bedroom, two bath home on the land that was purchased. The current legal description is known as Hoehn Drive Lot 57, the Address however is 57 W. Russet St, Edinburg, TX 78541. The land that was purchased in 1986 by my father, was from a man named Tom Wilkins on June 12, 1987; the address for the land that was purchased at the time was written as Rt. 3, Box 211-AA, Edinburg, TX 78541 [see Appendix 1-A]. Mr. Tom Wilkins was considered the Trustee on the Warranty Deed, who granted, sold, and conveyed the land unto my father, “save and except for the oil, gas, and other mineral rights [see Appendix 1-A].” He was however, subject to easements shown on the subdivision plat; a water service agreement with Sharyland Water Supply Corporation; rights, rules, regulations, and easements with the Hidalgo County Water Improvement District No.1, and the taxes that were legally assigned to the property [see Appendix 1-A].” The Deed of Trust states that the property was purchased for the amount of “\$28,500 in 240 equal monthly payments of \$275.00 which would include interest [see appendix 1-C].” The documents were filed and recorded for J. Edgar Ruiz, who at the time was the presiding Clerk for the county of Hidalgo, TX [see Appendix 1-F].

Mr. Tom Wilkins received the land from a pair of husband and wife couples on January 5, 1982; Mr. Leslie Roy Beckett along with wife Sandra Walker Beckett, and Mr. William Lloyd Davis along with wife Jean Walker Davis. The legal description at that time was known as “Lot One (1), Section Two Hundred Thirty-Six (236), of the Texas Mexican Railway Company’s Subdivision [see Appendix 2-A].” He was subject to everything that land afforded, to that which included, “oil, gas and mineral rights; easements for a Right of Way granted by Hidalgo County;

easements for a right of way granted to Central Power and Light Company [see Appendix 2-A];” and everything else that the county deemed within in their legal right to enforce. No records were found in the allotted time within the Hidalgo County Clerk’s Office Database that prove/disprove the price that was paid for the property. The Warranty Deed was filed and recorded for Hidalgo County Clerk, Santos Saldana.

The Beckets’ and Davis’ who sold the land to Mr. Wilkins purchased the property from a widower by the name of Lois Walker. Mrs. Walker sold and conveyed the land on the basis that “½ the interest, together with her life estate in the other undivided ½ interest, in and to Lot 1, Section 236, Texas Mexican Railway Company Subdivision [see Appendix 3-A].” The purchasers were subject to all that the land afforded which included “mineral reservations of record; oil, gas, and mineral leases of record; and easements of record [see Appendix 3-A].” They signed the document detailing the legality of the property on March 17, 1981. Each one of the four people that are detailed as being grantees to the property signed the document recorded as Appendix 3-A. No records were found in the allotted time within the Hidalgo County Clerk’s Office Database that prove/disprove the price that was paid for the property. Appendix 3-B, which is the Warranty Deed, is not easily legible and no information, other than that of the signature of the Grantor, Lois Walker, was gathered. The County Clerk at the time of filing and recording is unknown.

Mrs. Walker’s husband, Mr. Lee Walker purchased the land from a man named Albert F. Gahr on July 31, 1963. The land had the legal description in the Release of Lien as being that of “lot one (1) in section Two Hundred Thirty-Six of The Texas-Mexican Railway Company’s survey of lands in Hidalgo County, Texas [see Appendix 4-F].” Mr. Walker paid”\$1000.00 cash in hand, the receipt of which is hereby acknowledged and confessed, and the further sum of

\$8,000.00 represented by one certain promissory vendors lien note bearing even date herewith, executed by grantee, payable to the order of Albert F. Gahr in eight equal annual installments of \$1,000.00 each, bearing interest at the rate of 6% per annum, the interest payable annually, further secured by deed of trust containing power of sale by J.C. Looney, Trustee [see Appendix 4-D]. ” The amount was to be paid to Albert F. Gahr, who was a resident of Hamilton County, in the state of Ohio. The Release of Lien was sealed by a Notary Public in Hamilton County, Ohio by the name of Harry Minnich [see Appendix 4-G]. The documents were filed and recorded for Hidalgo County Clerk, Santos Saldana [see Appendix 4-G].

Mr. Albert F. Gahr purchased the land from a man by the name of William H. Gahr on April 21, 1939 [see Appendix 4-B]. The relationship between the two men is not recorded in any legal document and is not used for any specific purpose in this passage. The Legal description of the property at the time of purchase was is described as “Lot Number One (1), Section Number Two Hundred, Thirty-Six (236)[see Appendix 4-A].” The land that was conveyed to Mr. Albert F. Gahr was “within the boundaries of the Hidalgo County Water Control and Improvement District Number One, created, organized, existing, and operating under and by virtue of the laws of the state of Texas, for the purpose of supplying water to irrigate the lands within the boundaries of said District, and is subject to all rights, easements, privileges, rights of way, rents, charges, taxes and liens now or hereafter authorized bylaw in favor of said district and to such lawful rules and regulations governing the furnishing and delivery of water thereto as may be fixed and imposed by said district [see Appendix 4-A].” The documents were filed and recorded for Hidalgo County Clerk, O.D. Kirkland.

Mr. William H. Gahr purchased the land from Mr. B.F. Farris, joined by his wife, Irene C. Farris on May 15, 1929. The lands legal description of the property at the time of purchase

was “Lot Number One (1) Section Number Two Hundred, Thirty Six [see Appendix 5-A.]” Mr. Gahr paid a grand sum of money; “Twenty Five Thousand, Seventy Four and No/100 (\$25, 074.00) cash in hand paid, the receipt of which is hereby acknowledged and confessed; and the further sum of Eleven Thousand, Five Hundred, Forty Two and No/100 (\$11, 542.00) [see Appendix 5-A].” He was to pay the remaining balance per annum “at the rate of 6% per annum from date until maturity, interest payable semi-annually, and at the rate of ten (10) percent per annum from maturity until paid [see Appendix 5-A].” The dates that he was to begin paying were from May 15, 1930 to May 15, 1934 [see Appendix 5-A]. This land was under the Hidalgo County Water Control and Improvement District Number One. The land that was conveyed to Mr. Gahr was subject to “all rights, easements, privileges, rights of way, rents, charges, taxes [See Appendix 5-B].” Both Mr. and Mrs. Farris signed the legal documents. The County Clerk at the time of filing and recording is unknown.

Mr. and Mrs. B.F. Farris purchased the land from C.I. Haven, joined by his wife, Helen D. Haven on May 14, 1929. The legal description of the land was described as “The Westerly Nineteen and 9/10 Acres of lot No. One (1), Section No. Two Hundred Thirty Six (236) [see Appendix 6-A].” It was under the boundaries of Hidalgo County Water Control and Improvement District Number One. The land that was purchased by the Farris’ was “subject to all the rights, privileges, easements, rights of way, rents, charges, taxes, and liens now or hereafter authorized by law in favor of said District, and to such lawful rules and regulations governing the furnishing and delivery of water thereto as they may be fixed and imposed by said District [see Appendix 6-A].” The land was conveyed and sold to the Farris’ for the amount under the consideration of ten and no/100 (\$10.00) Dollars in cash, and other good, valuable, and

sufficient consideration [see Appendix 6-A].” The Hidalgo County Clerk at the time is unknown due to a lack of resources.

Mr. C.I. Haven purchased the land from James R. Page on May 14, 1929. The legal description of the land was described as “The Westerly Nineteen and 9/10 Acres of lot No. One (1), Section No. Two Hundred Thirty Six (236) [see Appendix 6-A].” It was under the boundaries of Hidalgo County Water Control and Improvement District Number One. The land that was purchased by the Farris’ was “subject to all the rights, privileges, easements, rights of way, rents, charges, taxes, and liens now or hereafter authorized by law in favor of said District, and to such lawful rules and regulations governing the furnishing and delivery of water thereto as they may be fixed and imposed by said District [see Appendix 7-B].” The land was conveyed and sold to the Havens for the amount under consideration of Ten and no/100 (\$10.00) Dollars in cash, and other good, valuable, and sufficient consideration [see Appendix 7-A].” The Hidalgo County Clerk at the time is unknown due to a lack of resources.

Mr. James R. Page bought the property from R.B. Creager on January 17, 1927. The land “was under the boundaries of Hidalgo County Water Control and Improvement District Number One [see Appendix 8-B].” It was also subject to “all the rights, privileges, easements, rights of way, rents, charges, taxes, and liens now or hereafter authorized by law in favor of said District, and to such lawful rules and regulations governing the furnishing and delivery of water thereto as they may be fixed and imposed by said District [see Appendix 8-B].” The amount that he paid for the land is noted as “in consideration for the of the partial satisfaction and payment to the extent of Two Thousand Nine Hundred Twenty Five and 30/100 (\$2925.30) dollars, of certain judgment a principal and secured interest if any, thereon as of date of said judgment totaling in excess of Two Hundred Thousand and no/100 (\$200000.00) dollars, which said judgments or

parts of judgments were duly and legally assigned to James R. Page [see Appendix 8-A].” The Hidalgo County Clerk at the time is unknown due to a lack of resources.

Some previous owners, who purchased that tract of land before Mr. Page, are unknown. What is known is that the land was “originally patented by the State of Texas, to W.S. Dougherty by patent dated August 19, 1905, recorded in Volume N Page 374 of the Deed Records of Hidalgo County, Texas [see Appendix 8-B].” The land was originally a section containing more than 39 acres, but many people seemed to have purchased or been given land throughout the decades. According to many professionals and Archivists that I spoke with, the land that my home was built on never actually belonged to a porcion. The land was uncharted territory and was run by the Texas Mexican Railway Company. There seemed to have been some records missing in the Hidalgo County Clerk’s office, as time may have taken its toll.

## References

1. See Appendices 1-A through 9-A.



TW:mjm

WARRANTY DEED WITH VENDOR'S LIEN VOL 2303 943  
169187

THE STATE OF TEXAS §  
COUNTY OF HIDALGO §  
KNOW ALL MEN BY THESE PRESENTS:

That TOM WILKINS, TRUSTEE, of the County of Hidalgo and State of Texas, for and in consideration of the sum of TEN AND NO/100THS (\$10.00) DOLLARS, and other valuable consideration, to the undersigned paid by the Grantee(s) herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee(s) of one certain promissory note of even date herewith in the principal sum of TWENTY-EIGHT THOUSAND FIVE HUNDRED AND NO/100THS----- (\$28,500.00) DOLLARS, payable to the order of TOM WILKINS, TRUSTEE at P. O. Box 3609, McAllen, Texas 78501, Hidalgo County, Texas, as therein provided and bearing interest at the rates therein specified and providing for acceleration of maturity in the event of default and for attorneys' fees, the payment of which note is secured by the Vendor's Lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to J. D. THOMPSON, TRUSTEE, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto ROGELIO PAEZ Rt. 3, Box 211-AA, Edinburg, Texas 78539, whose address is Hidalgo, State of Texas, all of the following described real property in Hidalgo County, Texas, to-wit:

Lot 57, Hoehn Drive Subdivision, Hidalgo County, Texas, according to the recorded plat thereof in Book 23, Page 59, Map Records, Hidalgo County, Texas;

**SAVE & EXCEPT:** All oil, gas and other minerals;

**SUBJECT TO:** All easements of record and those shown on the subdivision plat of Hoehn Drive Subdivision, Hidalgo County, Texas;

**SUBJECT TO:** The terms of Water Service Agreement with Sharyland Water Supply Corporation;

**SUBJECT TO:** Rights, rules, regulations and easements in favor of Hidalgo County Water Improvement District No. 1;

**SUBJECT TO:** Ad valorem property taxes for 1986 and following years.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Grantee(s), his heirs and assigns forever; and I do hereby bind myself, my heirs, executors and administrators to WARRANT and FOREVER DEFEND all and singular the said premises unto the said Grantee(s), his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.


But it is expressly agreed that the VENDOR'S LIEN, as well as the Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this deed shall become absolute.

EXECUTED on this the 12th day of June, 1986.

  
TOM WILKINS, TRUSTEE

THE STATE OF TEXAS §  
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 12th day of June, 1986, by TOM WILKINS, TRUSTEE.

  
NOTARY PUBLIC, STATE OF TEXAS  
Mary Jo Minchew  
Notary Public  
In and for the State of Texas  
My Commission Expires 2-11-89

100 100  
VOL 2303 944

AFTER RECORDING RETURN TO:  
WILKINS & SLUSHER  
Attorneys at Law  
P. O. Box 3609  
McAllen, Texas 78502

*MT*

FILED  
'86 JUN 18 AM 8 47  
J. EDGAR RUIZ  
COUNTY CLERK  
HIDALGO COUNTY, TEXAS

169187

TW:mjm

Prepared by the State Bar of Texas for use by lawyers only. Revised 1-1-76.  
Revised as to interest and to include grantee's address (art. 6626, RCS) 1-1-82.  
Revised as to sale on default (§ 51.002, Prop. Code) 10-83.

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169188  
DEED OF TRUST

THE STATE OF TEXAS  
COUNTY OF HIDALGO

KNOW ALL MEN BY THESE PRESENTS:

That I, ROGELIO PAEZ

Edinburg, Hidalgo County, Texas 78539

of Rt. 3, Box 211-AA/ ~~CESARY, C. J.~~ hereinafter called Grantors (whether one or more) for the purpose of securing the indebtedness hereinafter described, and in consideration of the sum of TEN DOLLARS (\$10.00) to us in hand paid by the Trustee hereinafter named, the receipt of which is hereby acknowledged, and for the further consideration of the uses, purposes and trusts hereinafter set forth, have granted, sold and conveyed, and by these presents do grant, sell and convey unto J. D. THOMPSON Trustee, of Hidalgo County, Texas, and his substitutes or successors, all of the following described property situated in Hidalgo County, Texas, to-wit:

Lot 57, Hoehn Drive Subdivision, Hidalgo County, Texas according to the recorded plat thereof in Book 23, Page 59, Map Records, Hidalgo County, Texas;  
SAVE AND EXCEPT: all oil, gas and other minerals;  
SUBJECT TO: all easements of record and those shown on the subdivision plat of Hoehn Drive Subdivision, Hidalgo County, Texas;  
SUBJECT TO: the terms of Water Service Agreement with Sharyland Water Supply Corp.;  
SUBJECT TO: rights, rules, regulations and easements in favor of Hidalgo County Water Improvement District No. 1.

TO HAVE AND TO HOLD the above described property, together with the rights, privileges and appurtenances thereto belonging unto the said Trustee, and to his substitutes or successors forever. And Grantors do hereby bind themselves, their heirs, executors, administrators and assigns to warrant and forever defend the said premises unto the said Trustee, his substitutes or successors and assigns forever, against the claim, or claims, of all persons claiming or to claim the same or any part thereof.

This conveyance, however, is made in TRUST to secure payment of ONE promissory note of even date herewith in the principal sum of TWENTY-EIGHT THOUSAND FIVE HUNDRED AND NO/100THS Dollars (\$ 28,500.00) executed by Grantors, payable to the order of TOM WILKINS, TRUSTEE, at P. O. Box 3609

in the City of McAllen Hidalgo County, Texas, as follow, to-wit:

In two hundred forty (240) equal monthly installments of TWO HUNDRED SEVENTY-FIVE AND 03/100THS DOLLARS (\$275.03) which include interest.

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bearing interest as therein stipulated, providing for acceleration of maturity and for Attorney's fees;

Should Grantors do and perform all of the covenants and agreements herein contained, and make prompt payment of said indebtedness as the same shall become due and payable, then this conveyance shall become null and void and of no further force and effect, and shall be released at the expense of Grantors, by the holder thereof, hereinafter called Beneficiary (whether one or more).

Grantors covenant and agree as follows:

That they are lawfully seized of said property, and have the right to convey the same; that said property is free from all liens and encumbrances, except as herein provided.

To protect the title and possession of said property and to pay when due all taxes and assessments now existing or hereafter levied or assessed upon said property, or the interest therein created by this Deed of Trust, and to preserve and maintain the lien hereby created as a first and prior lien on said property including any improvements hereafter made a part of the realty.

To keep the improvements on said property in good repair and condition, and not to permit or commit any waste thereof; to keep said buildings occupied so as not to impair the insurance carried thereon.

To insure and keep insured all improvements now or hereafter created upon said property against loss or damage by fire and wind-storm, and any other hazard or hazards as may be reasonably required from time to time by Beneficiary during the term of the indebtedness hereby secured, to the extent of the original amount of the indebtedness hereby secured, or to the extent of the full insurable value of said improvements, whichever is the lesser, in such form and with such Insurance Company or Companies as may be approved by Beneficiary, and to deliver to Beneficiary the policies of such insurance having attached to said policies such mortgage indemnity clause as Beneficiary shall direct; to deliver renewals of such policies to Beneficiary at least ten (10) days before any such insurance policies shall expire; any proceeds which Beneficiary may receive under any such policy, or policies, may be applied by Beneficiary, at his option, to reduce the indebtedness hereby secured, whether then matured or to mature in the future, and in such manner as Beneficiary may elect, or Beneficiary may permit Grantors to use said proceeds to repair or replace all improvements damaged or destroyed and covered by said policy.

That in the event Grantors shall fail to keep the improvements on the property hereby conveyed in good repair and condition, or to pay promptly when due all taxes and assessments, as aforesaid, or to preserve the prior lien of this Deed of Trust on said property, or to keep the buildings and improvements insured, as aforesaid, or to deliver the policy, or policies, of insurance or the renewal thereof to Beneficiary, as aforesaid, then Beneficiary may, at his option, but without being required to do so, make such repairs, pay such taxes and assessments, purchase any tax title thereon, remove any prior liens, and prosecute or defend any suits in relation to the preservation of the prior lien of this Deed of Trust on said property, or insure and keep insured the improvements thereon in an amount not to exceed that above stipulated; that any sums which may be so paid out by Beneficiary and all sums paid for insurance premiums, as aforesaid, including the costs, expenses and Attorney's fees paid in any suit affecting said property when necessary to protect the lien hereof shall bear interest from the dates of such payments at the rate stated in said note and shall be paid by Grantors to Beneficiary upon demand, at the same place at which said note is payable, and shall be deemed a part of the debt hereby secured and recoverable as such in all respects.

That in the event of default in the payment of any installment, principal or interest, of the note hereby secured, in accordance with the terms thereof, or of a breach of any of the covenants herein contained to be performed by Grantors, then and in any of such events Beneficiary may elect, Grantors hereby expressly waiving presentment and demand for payment, to declare the entire principal indebtedness hereby secured with all interest accrued thereon and all other sums hereby secured immediately due and payable, and in the event of default in the payment of said indebtedness when due or declared due, it shall thereupon, or at any time thereafter, be the duty of the Trustee, or his successor or substitute as hereinafter provided, at the request of Beneficiary (which request is hereby conclusively presumed), to enforce this trust; and after advertising the time, place and terms of the sale of the above described and conveyed property, then subject to the lien hereof, and mailing and filing notices as required by section 51.002, Texas Property Code, as then amended (successor to article 3810, Texas Revised Civil Statutes), and otherwise complying with that statute, the Trustee shall sell the above described property, then subject to the lien hereof, at public auction in accordance with such notices on the first Tuesday in any month between the hours of ten o'clock A.M. and four o'clock P.M., to the highest bidder for cash, selling all of the property as an entirety or in such parcels as the Trustee acting may elect, and make due conveyance to the Purchaser or Purchasers, with general warranty binding Grantors, their heirs and assigns; and out of the money arising from such sale, the Trustee acting shall pay first, all the expenses of advertising the sale and making the conveyance, including a commission of five percent (5%) to himself, which commission shall be due and owing in addition to the Attorney's fees provided for in said note, and then to Beneficiary the full amount of principal, interest, Attorney's fees and other charges due and unpaid on said note and all other indebtedness secured hereby, tendering the balance of the sales price, if any, to Grantors, their heirs or assigns; and the recitals in the conveyance to the Purchaser or Purchasers shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against Grantors, their heirs and assigns.

It is agreed that in the event a foreclosure hereunder should be commenced by the Trustee, or his substitute or successor, Beneficiary may at any time before the sale of said property direct the said Trustee to abandon the sale, and may then institute suit for the collection of said note, and for the foreclosure of this Deed of Trust lien; it is further agreed that if Beneficiary should institute a suit for the collection thereof, and for a foreclosure of this Deed of Trust lien, that he may at any time before the entry of a final judgment in said suit dismiss the same, and require the Trustee, his substitute or successor to sell the property in accordance with the provisions of this Deed of Trust.

Beneficiary, if he is the highest bidder, shall have the right to purchase at any sale of the property, and to have the amount for which such property is sold credited on the debt then owing.

Beneficiary in any event is hereby authorized to appoint a substitute trustee, or a successor trustee, to act instead of the Trustee named herein without other formality than the designation in writing of a substitute or successor trustee; and the authority hereby conferred shall extend to the appointment of other successor and substitute trustees successively until the indebtedness hereby secured has been paid in full, or until said property is sold hereunder, and each substitute and successor trustee shall succeed to all of the rights and powers of the original trustee named herein.

In the event any sale is made of the above described property, or any portion thereof, under the terms of this Deed of Trust, Grantors, their heirs and assigns, shall forthwith upon the making of such sale surrender and deliver possession of the property so sold to the Purchaser at such sale, and in the event of their failure to do so they shall thereupon from and after the making of such sale be and continue as tenants at will of such Purchaser, and in the event of their failure to surrender possession of said property upon demand, the Purchaser, his heirs or assigns, shall be entitled to institute and maintain an action for forcible detainer of said property in the Justice of the Peace Court in the Justice Precinct in which such property, or any part thereof, is situated.

It is agreed that the lien hereby created shall take precedence over and be a prior lien to any other lien of any character whether vendor's, materialmen's or mechanic's lien hereafter created on the above described property, and in the event the proceeds of the indebtedness secured hereby as set forth herein are used to pay off and satisfy any liens heretofore existing on said property, then Beneficiary is, and shall be, subrogated to all of the rights, liens and remedies of the holders of the indebtedness so paid.

It is further agreed that if Grantors, their heirs or assigns, while the owner of the hereinabove described property, should commit an act of bankruptcy, or authorize the filing of a voluntary petition in bankruptcy, or should an act of bankruptcy be committed and involuntary proceedings instituted or threatened, or should the property hereinabove described be taken over by a Receiver for Grantors, their heirs or assigns, the note hereinabove described shall, at the option of Beneficiary, immediately become due and payable, and the acting Trustee may then proceed to sell the same under the provisions of this Deed of Trust.

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As further security for the payment of the hereinabove described indebtedness, Grantors hereby transfer, assign, and convey unto Beneficiary all rents issuing or to hereafter issue from said real property, and in the event of any default in the payment of said note or hereunder, Beneficiary, his agent or representative, is hereby authorized, at his option, to collect said rents, or if such property is vacant to rent the same and collect the rents, and apply the same, less the reasonable costs and expenses of collection thereof, to the payment of said indebtedness, whether then matured or to mature in the future, and in such manner as Beneficiary may elect. The collection of said rents by Beneficiary shall not constitute a waiver of his right to accelerate the maturity of said indebtedness nor of his right to proceed with the enforcement of this Deed of Trust.

It is agreed that an extension, or extensions, may be made of the time of payment of all, or any part, of the indebtedness secured hereby, and that any part of the above described real property may be released from this lien without altering or affecting the priority of the lien created by this Deed of Trust in favor of any junior encumbrancer, mortgagee or purchaser, or any person acquiring an interest in the property hereby conveyed, or any part thereof; it being the intention of the parties hereto to preserve this lien on the property herein described and all improvements thereon, and that may be hereafter constructed thereon, first and superior to any liens that may be placed thereon, or that may be fixed, given or imposed by law thereon after the execution of this instrument notwithstanding any such extension of the time of payment, or the release of a portion of said property from this lien.

In the event any portion of the indebtedness hereinabove described cannot be lawfully secured by this Deed of Trust lien on said real property, it is agreed that the first payments made on said indebtedness shall be applied to the discharge of that portion of said indebtedness.

Beneficiary shall be entitled to receive any and all sums which may become payable to Grantors for the condemnation of the hereinabove described real property, or any part thereof, for public or quasi-public use, or by virtue of private sale in lieu thereof, and any sums which may be awarded or become payable to Grantors for damages caused by public works or construction on or near the said property. All such sums are hereby assigned to Beneficiary, who may, after deducting therefrom all expenses actually incurred, including attorney's fees, release same to Grantors or apply the same to the reduction of the indebtedness hereby secured, whether then matured or to mature in the future, or on any money obligation hereunder, as and in such manner as Beneficiary may elect. Beneficiary shall not be, in any event or circumstances, liable or responsible for failure to collect, or exercise diligence in the collection of, any such sums.

Nothing herein or in said note contained shall ever entitle Beneficiary, upon the arising of any contingency whatsoever, to receive or collect interest in excess of the highest rate allowed by the laws of the State of Texas on the principal indebtedness hereby secured or on any money obligation hereunder and in no event shall Grantors be obligated to pay interest thereon in excess of such rate.

If this Deed of Trust is executed by only one person or by a corporation the plural reference to Grantors shall be held to include the singular, and all of the covenants and agreements herein undertaken to be performed by and the rights conferred upon the respective Grantors named herein, shall be binding upon and inure to the benefit of not only said parties respectively but also their respective heirs, executors, administrators, grantees, successors and assigns.

Grantors expressly represent that this Deed of Trust and the Note hereby secured are given for the following purpose, to-wit:

The indebtedness, the payment of which is hereby secured, is in part payment of the purchase price of the real property herein described, and is also secured by a Vendor's Lien thereon retained in deed of even date herewith to the undersigned, and this Deed of Trust is given as additional security for the payment of said indebtedness.

EXECUTED this 12th day of June A. D. 19 86

*Rogelio Paez*  
 \_\_\_\_\_  
 ROGELIO PAEZ

NO 2303 012

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Mailing address of trustee:

Name: J. D. Thompson  
Address: P. O. Box 3609  
McAllen, Texas 78502

Mailing address of each beneficiary:

Name: Tom Wilkins  
Address: P. O. Box 3609  
McAllen, Texas 78502

Name:  
Address:

(Acknowledgment)

STATE OF TEXAS  
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 12th day of June, 1986,  
by ROCELIO PAEZ

*[Signature]*  
Notary Public, State of Texas  
Notary's name (printed): J. J. Flores  
Notary's commission expires: \_\_\_\_\_  
Notary Public  
My Commission Expires: 8-19-89

(Acknowledgment)

STATE OF TEXAS  
COUNTY OF

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
by \_\_\_\_\_

Notary Public, State of Texas  
Notary's name (printed):  
Notary's commission expires:

(Corporate Acknowledgment)

STATE OF TEXAS  
COUNTY OF

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
by \_\_\_\_\_  
a \_\_\_\_\_ corporation, on behalf of said corporation.

Notary Public, State of Texas  
Notary's name (printed):  
Notary's commission expires:

169188

AFTER RECORDING RETURN TO:

WILKINS & SLUSHER  
Attorneys at Law  
P. O. Box 3609  
McAllen, Texas 78502

PREPARED IN THE LAW OFFICE OF:

HIDALGO COUNTY CLERK  
J. EDGAR RUIZ

86 JUN 18 AM 8 47

FILED FOR

169188



THE STATE OF TEXAS, SINGLE ACKNOWLEDGMENT VOL 1761 PAGE 105

COUNTY OF BEAR BEFORE ME, the undersigned authority, on this day personally appeared SANDRA WALKER BECKETT and husband, LESLIE ROY BECKETT,

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. GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5th day of January, A.D. 1982.

(L.S.) My Commission Expires: 01-03-84 Joanna S. Ford Notary Public in and for the State of Texas (Joanna S. Ford)

THE STATE OF TEXAS, SINGLE ACKNOWLEDGMENT COUNTY OF HIDALGO BEFORE ME, the undersigned authority, on this day personally appeared JEAN WALKER DAVIS and husband, WILLIAM LLOYD DAVIS,

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. GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 5th day of January, A.D. 1982.

(L.S.) My Commission Expires: MARY IDA, Notary Public IN AND FOR THE STATE OF TEXAS MY COMMISSION EXPIRES OCT. 10, 1983 Notary Public in and for the State of Texas (Mary Ida)

THE STATE OF TEXAS, SINGLE ACKNOWLEDGMENT COUNTY OF BEFORE ME, the undersigned authority, on this day personally appeared

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. GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the day of A.D. 19

(L.S.) My Commission Expires: Notary Public in and for the State of Texas

THE STATE OF TEXAS, COUNTY OF I HEREBY CERTIFY that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office on the day of A. D. 19 at o'clock M.,

and was duly recorded by me on the day of A. D. 19 in Vol. page of the Records of said County.

WITNESS MY HAND and the Seal of the County Court of said County, at my office in the day and year last above written.

(L.S.) County Clerk County, Texas By Deputy.

642

Warranty Deed

FROM SANDRA WALKER BECKETT, ET AL. TO TOM WILKINS, TRUSTEE

FILED FOR RECORD This day of A.D. 19

FILED FOR RECORD THIS DATE At o'clock of County Clerk

By JAN 7 1982 Deputy

SANDRA WALKER BECKETT County Clerk, Hidalgo County, Texas

By County Records In Book on Page

County Clerk Deputy

Recording Fee \$

This instrument should be filed immediately with the County Clerk for Record.

Wilkins, Trustee, Roy, Kelly + Miller P.O. Box 3609, The Allen, TX. The Otter Company, Publishers, Dallas



120TH WARRANT DEED

175712

1719-370

The State of Texas,  
County of HIDALGO

Know All Men by These Presents:

That I, LOIS WALKER, a widow,

of the County of Hidalgo State of Texas for and in consideration

of the sum of TEN AND NO/100- - - - -

----- (\$10.00)----- DOLLARS,

and other good and valuable consideration, the receipt of which is hereby acknowledged, to me in hand paid by SANDRA WALKER BECKETT, and husband, LESLIE ROY BECKETT, and JEAN WALKER DAVIS, and husband, WILLIAM LLOYD DAVIS,

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said SANDRA WALKER BECKETT and husband, LESLIE ROY BECKETT, and JEAN WALKER DAVIS, and husband, WILLIAM LLOYD DAVIS,

of the County of Hidalgo State of Texas an undivided 1/2 interest, together with my life estate in the other undivided 1/2 interest, in and to Lot 1, Section 236, Texas-Mexican Railway Company Subdivision, Hidalgo County, Texas, as per map or plat thereof on file and of record in the office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

SUBJECT TO mineral reservations of record;  
SUBJECT TO Oil, Gas and Mineral Leases of record;  
SUBJECT TO easements of record.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said SANDRA WALKER BECKETT and husband, LESLIE ROY BECKETT, and JEAN WALKER DAVIS and husband, WILLIAM LLOYD DAVIS, their heirs and assigns forever and I do hereby bind myself, my heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said SANDRA WALKER BECKETT and husband, LESLIE ROY BECKETT and JEAN WALKER DAVIS and husband, WILLIAM LLOYD DAVIS, their heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, of any part thereof.

WITNESS my hand at Hidalgo County, Texas,  
this 17th day of March, 1981.

Witnesses at Request of Grantor:

.....  
LOIS WALKER

1716-150  
THE STATE OF TEXAS,  
COUNTY OF HIDALGO

SINGLE ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared  
**LOIS WALKER**

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,  
this the 7th day of March, A. D. 1981.

(L. S.)

Notary Public in and for **Hidalgo** County, Texas

THE STATE OF TEXAS,  
COUNTY OF

SINGLE ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,  
this the day of A. D. 19

(L. S.)

Notary Public in and for County, Texas

THE STATE OF TEXAS,  
COUNTY OF

SINGLE ACKNOWLEDGMENT

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

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.

GIVEN UNDER MY HAND AND SEAL OF OFFICE,  
this the day of A. D. 19

(L. S.)

Notary Public in and for County, Texas

THE STATE OF TEXAS,  
COUNTY OF

I HEREBY CERTIFY that the foregoing instrument, executed with my certificate of authentication, was filed for record in my office on the day of A. D. 19 at o'clock M., and was duly recorded by me on the day of A. D. 19 in Vol. page of the Records of said County.

WITNESS MY HAND and the Seal of the County Court of said County, at my office in the day and year last above written.

(L. S.)

County Clerk County, Texas

By Deputy

12572

1716-150  
Meritally Appd  
FROM  
TO  
FILED FOR RECORD

This day of A.D. 19  
at  
By  
In  
In Book  
County Clerk  
Deputy

Recording Fee \$  
This instrument should be filed immediately with the County Clerk for Record.

ATLAS, HALL, SCHWARZ  
MILLS, GURWITZ & BLAND  
P.O. Drawer 3725  
McAllen, Texas 78501

25651

## WARRANTY DEED

WILLIAM H. GAHR  
A WIDOWER

TO

ALBERT F. GAHR.

## KNOW ALL MEN BY THESE PRESENTS:

That I, WILLIAM H. GAHR, a widower, of Cincinnati, Hamilton County, Ohio, hereinafter styled "GRANTOR", for and in consideration of the sum of One (\$1.00) Dollar and other good and valuable considerations to me paid by ALBERT F. GAHR, hereinafter styled "GRANTEE", of Cincinnati, Hamilton County, Ohio, has Granted, Sold and Conveyed, and by these presents does Grant, Sell and Convey unto the said ALBERT F. GAHR, of the County of Hamilton, State of Ohio, all that certain tract, piece or parcel of land, situated in Hidalgo County, Texas, described as follows, to-wit:

All of Lot Number One (1), Section Number Two Hundred, Thirty-six (236) (including the parts thereof underlying and embraced in roadways and canal rights of way, easements for which are hereby specifically reserved); said Section No. 236 having been originally patented by the State of Texas to W. S. Dougherty by patent dated August 19th, 1905, recorded in Volume "N", at page 374 of the Deed Records of Hidalgo County, Texas, said Lot No. 1 containing 39.80 acres, more or less.

The foregoing description is according to a map or plat showing the subdivision of said Section No. 236 made by D. N. Collins, civil engineer, recorded in Volume 1, page 12 of the Map Records of Hidalgo County, Texas.

The land hereby conveyed is within the boundaries of Hidalgo County Water Control and Improvement District Number One, created, organized, existing and operating under and by virtue of the laws of the State of Texas, for the purpose of supplying water to irrigate the lands within the boundaries of said District, and is subject to all rights, easements, privileges, rights of way, rents, charges, taxes and liens now or hereafter authorized by law in favor of said District and to such lawful rules and regulations governing the furnishing and delivery of water thereto as may be fixed and imposed by said District. As a part of the consideration hereof, the "Grantee" herein assumes and agrees to pay when due all State, County, Drainage and all other taxes whatsoever for the year 1939 and thereafter and all charges whatsoever which may accrue or <sup>become due to</sup> owing upon said land and premises hereby conveyed from date hereof.