

1910

## RE 1231A John Helm

John H. Shary

John Helm

The International Land And Investment Co.

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Sale No.

271

File No.

1231a

# THE INTERNATIONAL LAND AND INVESTMENT CO.

INCORPORATED

TO

John Helms

Rockdale

Texas

Real Estate:

W 1/2 of SE 1/4 of Sec. 64  
and E 1/2 of SW 1/4 of Sec. 64

Welder Ranch.

Agents and Commissions:

**CANCELLED**  
11/5 1912

DEED

Ordered

Received

Delivered

Booked

8-30-10

Commission  
Credited

Closed



# EARNEST MONEY CONTRACT OF SALE.

Omaha, Nebraska, .. August 13 ..... 19 10.

Received from ..... John Helm, .....  
of ..... Rockdale, Texas. .....  
Cash by ..... Check ..... \$.. 150.00 } *cen*  
Note due January 1st, 1911 .. \$.. 2010.00 }  
Note due ..... \$..... } Total Amount  
..... } \$.. 2160.00 ..

as Earnest money and in part payment for the purchase price of the following described property, situated in the State of Texas, to-wit The west half (W $\frac{1}{2}$ ) of the southeast quarter of section Sixty-four (64) and the east half (E $\frac{1}{2}$ ) of the southwest quarter of section Sixty-four (64) of the Geo. H. Paul Subdivision of the J. J. Welder Ranch in San Patricio County, Texas,

containing .. 160 ..... acres, more or less, according to survey, which we have this day sold and agree to convey or cause to be conveyed to said ..... John Helm .....

..... for the sum of  
... Fifty-four Hundred ..... DOLLARS  
(\$.. 5400.00.) being \$.. 33.75 ..... per acre as follows, viz:

... Twenty-one Hundred Sixty & 0/100 ..... DOLLARS  
(\$.. 2160.00) in hand, paid as above to apply as first payment on said land, and for the balance of purchase price, the purchaser hereby agrees, on presentation, to sign, execute and deliver vendor's lien notes, said notes to be in accordance with the laws of Texas and payable as follows:

~~One fourth on or before one year, one fourth on or before two years, and balance on or before five years from date.~~

... Five equal annual payments beginning one year from date .....

and to draw six per cent interest from date of this contract, payable annually, from date .....  
..... and to provide for attorney's fees for collection, and upon the payment of the above earnest money and execution and delivery of the vendor's lien notes as above stipulated, first party agrees to convey or cause to be conveyed to second party, by warranty deed, the above described land together with a copy of abstract of title to same.

It is further agreed that if said **JOHN H. SHARY** fails to furnish deed and abstract as specified, this agreement shall become void and the above Earnest Money refunded, relieving said **JOHN H. SHARY** from any liability whatsoever.

It is further agreed that party of the second part shall pay all taxes levied against said property from and after the year 1910 ....., taxes for which year shall be paid by first party.

It is further agreed that said, **JOHN H. SHARY** shall have use and control of said property until buyer shall have enclosed same with a good and lawful fence.

It is further agreed that if the party of the second part shall fail to pay any of said Earnest Money when due, or refuse to sign, execute and deliver vendor's lien notes as above stipulated, then at the option of first party, this contract shall become null and void and all payments made hereon shall be forfeited to the party of the first part as liquidated damages.

The total purchase price herein is computed upon the actual number of acres and at a given price per acre, and should the Survey show a greater or less number of acres than herein stated, the purchase price shall be held to conform therewith and be secured thereby without formal alteration of this contract.

Signed in triplicate the date above written.

By ..... John H. Shary  
Walter P. Sonderup .....  
First Party.

..... I ..... hereby agree to purchase said property for the price and upon the terms above mentioned.

..... John Helm .....  
Second Party.



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**EARNEST MONEY CONTRACT**

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**JOHN H. SHARY**

TO

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**STATE OF TEXAS.**

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**JOHN H. SHARY**

**OMAHA, NEBRASKA**

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*Richard D. White*  
*John H. Shary*