Five Arrested In Vice Raids
The Austin Statesman (1921-1973); Jul 12, 1949;
ProQuest Historical Newspapers: The Austin American Statesman
pg. 20

Five Arrested In Vice Raids

Three women and two men have been arrested following a series of vice raids in three local hotels.

A 18-year-old Latin American woman was picked up at one hotel, a 23-year-old white woman at another one and a 44-year-old white woman in a third hotel.

Detective Herbert Taylor also arrested Willie Walton, 42-year-old Negro of 1605 Lamar. He was charged with "procuring" in a complaint filed in County Court-at-Law by Detectives T. S. Weaver and Merle Wells.

A complaint of potency was filed against William Albert Bickey, 33, of 606 West 28th, in Justice Francis McBeath Court by Taylor and Officer Barney Priest.

The three women were being processed through the venereal disease clinic Tuesday.

In another case not related to these hotel raids, Quint Johnson, 21, was charged with aggravated assault in County Court-at-Law by Detective Joe Perry. The charge was in connection with a two-year-old girl who complained of a man playing with her.

Heart Attack Kills Dallas School Aide

DALLAS July 12.—(UPI)—Funeral rites for Gabe P. Allen, 55, retiring attorney for the Dallas Board of Education were held Tuesday morning at Dallas.

Allen died at his home Monday following a heart attack.

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Patient Braves Norther
The Austin Statesman (1921-1973); Sep 17, 1951;
ProQuest Historical Newspapers: The Austin American Statesman
pg. 8

Patient Braves Norther

Head-on Crash Proves Miracle

Texas Association Receives Merit Award

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Other 11 -- No Title
The Austin Statesman (1921-1973); Jan 11, 1952;
ProQuest Historical Newspapers: The Austin American Statesman
pg. 18

PUBLIC RECORDS

126th DISTRICT COURT

(Jack Roberts, Judge)

A. A. Kelso vs. Lee Owens Kelso, divorce, granted.

D. H. Dillard vs. W. B. Harrod Sr., divorce, granted.

L. A. Dillard vs. Herbert Dilcell, divorce, granted.

Joyce Vance vs. Ray Young, divorce granted.

Betty Jetsinger Hawkins vs. Otis Hawkins, divorce, granted.

Albert D. Mayfield vs. Helen V. Skylad, divorce granted.

Estelle E. Sikes vs. Vindrin Lee Sikes, divorce, granted.

Joelle Spencer vs. Clyde Spencer, divorce, granted.

Helen F. Kahrs vs. Willis Wallace Sr., divorce, granted.

Lucille Kalmbach vs. Parvin Kalmbach, divorce granted.

[illegible] vs. Hermon Shelby, divorce granted.

John Sorley vs. Hermon Shelby, divorce granted.

In the Case Also Filed, involved of Shelbers of [illegible], granted.

98th DISTRICT COURT

(Charles Betts, Judge)

In re: Annie Rosalie removal of disability of minority, filed.

The State of Texas vs. Universal Engineering Company, forfeiture of charter, filed.

The State of Texas vs. Angelina Institute, Inc. forfeiture of charter, filed.

The State of Texas vs. Thin Climbs Inc. forfeiture of charter filed.

53rd DISTRICT COURT

(Harry Hughes, Judge)

Francis Ann Henderson vs. Harold Gerald Henderson, divorce, granted.

COUNTY COURT

(Tom Johnson, Judge)

Estate of William F. Sherlitz, deceased, hearing for probate of a statement of title.

Estate of Dudley D. Smith, deceased, filed. Mrs. Nellie Smith applies for appointment as executrix.

Estate of Escondida Ruth Cooper, deceased, filed. Virgil C. Dorset applies for appointment as executrix.

COUNTY COURT-AT-LAW

(Alex Thrasher Jr., Judge)

Theodore Dwayne Medford, [illegible] vs. Willie Arthur Medford, [illegible]

Russell A. Anderson [illegible] vs. Hill Steel, [illegible] driving on appeal from Corporation Court.

Leroy Lee [illegible] vs. Hill Steel, [illegible] appeal from Corporation Court.

Lloyd W. Nancy Jr., 502 Riverside Avenue, [illegible] collision, on appeal from Corporation Court.

Edward H. McKnight, 633 East 46th Street, [illegible] collision on appeal from Corporation Court.

Annie Douglas 309 Chalmers [illegible] on appeal from Corporation Court.

Willie Lucinda 509 Chalmers, [illegible] on appeal from Corporation Court.

Kenneth C. Stevens, [illegible] filed.

Paul O'Connor, 906 San Antonio Street, [illegible] on appeal from Corporation Court.

MARRIAGE LICENSES ISSUED

(Earlie Kleinke, Clerk)

Werner Arnold Spence and Ada Mae Johnson.

Lonnie B. Roberts Sr. and Pauline Smallwood Roberts.

Billie Morel Hill and Carl Monte Dalton, Sam Jr. and Lydia Lucia.

Armando Galvan Jr. and Dorothy Torres.

Lupe Acuna Lazunza and Gloria Castillo.

NEW CARS REGISTERED

(Alex Hallington, Assessor-Collector)

L. B. Chev. Dodge.

Howard Kellman, Mercury.

Dairy A. Sullivan, Hyla.

R. L. Tice, Chevrolet.

Lewis Hill Chevrolet.

Mrs. Margaret J. Borchert, Chevrolet.

Norman E. Stan, Chevrolet.

John L. Ross, Chevrolet.

Anna M. and Edward L. Palmer, Chevrolet.

Esther Slaughter, Pontiac.

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Block-Austin-730-320-11134

THE STATE OF TEXAS No. 1418

Marriage License

COUNTY OF TRAVIS

To any Person Authorized by the Laws of the State of Texas to Celebrate the Rites of Matrimony in the State of Texas

GREETING:

YOU ARE HEREBY AUTHORIZED TO SOLEMNIZE THE

Rites of Matrimony

Between Mr. Virgil Sutherland, Jr.

and Miss Helen Alice Trimble

and make due return to the Clerk of the County Court of said County within sixty days thereafter, certifying your action under this License.

WITNESS *my official signature and seal of office at office in Austin, Texas.*

this the 1st *day of* September

A. D. 19 60 (SEAL)

EMILIE LIMBERG *Clerk, County Court.*

By M. Morris *Deputy.*

I, a Minister of the Gospel *, hereby certify that on the* 3rd *day of* Sept. *, A. D. 19* 60 *, I united in Marriage Mr.* Virgil Sutherland, Jr. *and Miss* Helen Alice Trimble *, the parties above named.*

WITNESS *my hand this* 3rd *day of* Sept. *, A. D. 19* 60.

Albert F. Jesse - St. Paul Lutheran Ch.

Returned and filed for record the 7 *day of* September *, 19* 60 *, and recorded the* 7 *day of* September *, 19* 60

By Frieda Wacker *Deputy.*

1905 Pasadena

EMILIE LIMBERG *County Clerk.*

THE STATE OF TEXAS No. 1433

Marriage License

COUNTY OF TRAVIS

To any Person Authorized by the Laws of the State of Texas to Celebrate the Rites of Matrimony in the State of Texas

GREETING:

YOU ARE HEREBY AUTHORIZED TO SOLEMNIZE THE

Rites of Matrimony

Between Mr. Clarence Eddie Bankston

and Miss Judy Elaine Carroll

and make due return to the Clerk of the County Court of said County within sixty days thereafter, certifying your action under this License.

WITNESS *my official signature and seal of office at office in Austin, Texas.*

this the 2nd *day of* September

A. D. 19 60 (SEAL)

EMILIE LIMBERG *Clerk, County Court.*

By M. Morris *Deputy.*

I, Leroy Russell *, hereby certify that on the* 2nd *day of* September *, A. D. 19* 60 *, I united in Marriage Mr.* Clarence Eddie Bankston *and Miss* Judy Elaine Carroll *, the parties above named.*

WITNESS *my hand this* 6th *day of* September *, A. D. 19* 60.

Leroy Russell, Pastor Asbury Methodist Church, Austin, Texas.

Returned and filed for record the 7 *day of* September *, 19* 60 *, and recorded the* 7 *day of* September *, 19* 60

By Frieda Wacker *Deputy.*

3403 North Shephard Apt 69 Houston, Texas.

EMILIE LIMBERG *County Clerk.*

Block-Austin-730-320-11134

THE STATE OF TEXAS No. 1449

Marriage License

COUNTY OF TRAVIS

To any Person Authorized by the Laws of the State of Texas to Celebrate the Rites of Matrimony in the State of Texas

GREETING:

YOU ARE HEREBY AUTHORIZED TO SOLEMNIZE THE

Rites of Matrimony

Between Mr. Willie Walton, Sr.

and Miss Goldie M. Henderson

and make due return to the Clerk of the County Court of said County within sixty days thereafter, certifying your action under this License.

WITNESS *my official signature and seal of office at office in Austin, Texas.*

this the 2nd *day of* September

A. D. 19 60. (SEAL)

EMILIE LIMBERG *Clerk, County Court.*

By M. Morris *Deputy.*

I, Rev. G. M. Relerford *, hereby certify that on the* 2nd *day of* September *, A. D. 19* 60 *, I united in Marriage Mr.* Willie Walton, Sr. *and Miss* Goldie M. Henderson *, the parties above named.*

WITNESS *my hand this* 2 *day of* Sept. *, A. D. 19* 60.

Rev. G. M. Relerford

Returned and filed for record the 7 *day of* September *, 19* 60 *, and recorded the* 7 *day of* September *, 19* 60

By Frieda Wacker *Deputy.*

1707 Walnut

EMILIE LIMBERG *County Clerk.*

THE STATE OF TEXAS No. 1179

Marriage License

COUNTY OF TRAVIS

To any Person Authorized by the Laws of the State of Texas to Celebrate the Rites of Matrimony in the State of Texas

GREETING:

YOU ARE HEREBY AUTHORIZED TO SOLEMNIZE THE

Rites of Matrimony

Between Mr. Eddie Harris

and Mrs. Velma Coulter

and make due return to the Clerk of the County Court of said County within sixty days thereafter, certifying your action under this License.

WITNESS *my official signature and seal of office at office in Austin, Texas.*

this the 27th *day of* July

A. D. 19 60. (SEAL)

EMILIE LIMBERG *Clerk, County Court.*

By Bertha Zuch *Deputy.*

I, Rev. J. H. McClain *, hereby certify that on the* 1st *day of* Sept. *, A. D. 19* 60. *I united in Marriage Mr.* Eddie Harris *and Mrs.* Velma Coulter *, the parties above named.*

WITNESS *my hand this* 1st *day of* Sept. *, A. D. 19* 60

Rev. J. H. McClain
1619 S. 2nd Austin, Texas.

Returned and filed for record the 7 *day of* September *, 19* 60 *, and recorded the* 7 *day of* September *, 19* 60.

By Frieda Wacker *Deputy.*

EMILIE LIMBERG *County Clerk.*

'Boots' Walton keeps busy playing old hymns on piano
CHRIS PETRISON American-Statesman Staff
The Austin American Statesman (1973-1980); Feb 7, 1980;
ProQuest Historical Newspapers: The Austin American Statesman
pg. J1

'Boots' Walton plays the piano

'Boots' Walton keeps busy playing old hymns on piano

By CHRIS PETRISON
American-Statesman Staff

Several times a day, "Boots" Walton walks over to the piano which dominates the small living room in his modest East Austin apartment and plays one or two of his favorite hymns.

The 76-year-old man's fingers run magically over the keyboard and his voice soars with wonderful ease.

And as he plays he remembers a past that is rendered around his music and the piano.

The instrument entered his life long when he was young and brought him peace when he was old. Walton says.

The piano tinkler's career spans seven decades, with the early part of it spent in Texas bars and roadhouses throughout Texas, where he played blues and boogie music and the later part in churches playing hymns.

Walton is credited with bringing the famous "Five Top Boogie Woogie" to America.

"I first learned it in Houston and started playing it here in Austin," recalls the old man, who cut the 1933 instrumental "Pine Top."

And even though Walton can whip up tunes on the piano that will make audiences dance and sing, he doesn't read a note of music.

"People are always bringing me

See "Boots," Page 4

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'Boots'

From Page 1

music in play. But I can't play it until I hear it come out right," he said.

Wallace is one of those gifted people who plays the piano "by ear."

It all started, he says, when his sister took piano lessons at West End Austin Band.

"I would watch her and then I'd sit down and play the song. I started playing with one finger when I was seven years old. Then I gradually worked up to using both hands," he said.

By the time he was 12 years old he joined a neighborhood jazz group called the Dixie Garden and played with the "Corky" boys — who are all dead now, according to Wallace.

A few years later he was traveling with minstrel and vaudeville shows playing clarinet and piano.

When the St. Williams Cardinal minstrel group, one of the shows Wallace traveled with during those early days, announced its plans to move the group to Louisiana, the piano man dropped out and began playing his "ragtime" music in Texas night spots.

And more than one club proved to be dangerous for the Aussie newcomer.

"Look here," says Wallace as he shows off his wrist, revealing a 10-inch gash on its back.

"That's where some girl cut me with a razor blade while I was playing the piano one night," he said.

Wallace noted that the girls always liked the piano players in night spots and often got jealous — fending some of them off was a dangerous thing.

In 1937 he quit show business and returned to Austin to settle down — all because of a woman.

"I fell in love with a preacher's daughter who got me to stop playing the blues and 'sin' playing gospel music," he said.

The preacher's daughter later became his wife.

Since then he's been playing gospel music Wednesday nights and Sunday mornings in area churches.

And according to Wallace, if he had it to do all over again he would have spent his life playing sermons, not the blues.

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Birth Notice 1 -- No Title
The Austin Statesman (1921-1973); Apr 12, 1960;
ProQuest Historical Newspapers: The Austin American Statesman
pg. 8

THE STATESMAN CONGRATULATES

SUTHS

MR. and MRS. PERL WALLER JR., 2010 Beechcrofter Area, a boy, Thursday.

MR. and MRS. CHARLES [illegible], 2701 Wallingford, a girl, Tuesday.

MR. and MRS. DONELO BROWN, 2412 Woodward, a girl, Thursday.

MR. and MRS. [illegible] CALWELL, 2711 Post Road, a boy, Thursday.

MR. and MRS. HERCOL SLEPPOW, 1500 Avenue G, a boy, Thursday.

MR. and MRS. PATRICK COLLADOS, 500 Shoreline, a girl, Friday.

MR. and MRS. [illegible] MANNING, 1101 Wilson Street, a girl, Friday.

MR. and MRS. STEVEN GILLIS, 106 Cameron Road, a girl, Friday.

MR. and MRS. CLIFF HILBIG, 1106 Robert, a boy, Saturday.

MR. and MRS. RICHLEY MATTHEWS, 2101 Hoover, a girl, Saturday.

MR. and MRS. [illegible] HAWTHORN, Route 1, Box 271-D, a girl, Saturday.

MR. and MRS. JEFFERSON DAVIS JR., 2312 Woodward, a girl, Sunday.

ST. DAVID'S

MR. and MRS. JOE LaVALLE, 1120 Shirley, a boy, Thursday.

MR. and MRS. DONALD GRISWOLD, 2103 Shirley Avenue, a boy, Thursday.

MR. and MRS. [illegible] W. COLLINS, 5407 Daniel Road, a boy, [illegible].

MR. and MRS. [illegible] YOUNGBLOOD, 1306 Woodward, a boy, [illegible].

MR. and MRS. [illegible] DAY, 1011 East 51st Street, a boy, [illegible].

MR. and MRS. CHARLES [illegible] HOLT, 1010 Rosewood Drive, a boy, Saturday.

MR. and MRS. C. L. STEVER, 1406 Dawson, a boy, Sunday.

MR. and MRS. WILLIAM C. LINDSEY, 1201 Holmes Drive, a boy, Saturday.

MUNICIPAL

MR. and MRS. [illegible] BABEL, 1116 Langham, a boy, Thursday.

MR. and MRS. [illegible] VELA, 2711 East 11th Street, a boy, Thursday.

MR. and MRS. WILLIE SOLA, [illegible], a girl, Thursday.

MR. and MRS. HAYMOND SEGUIN, 2101 Norton Avenue, a boy, Thursday.

MR. and MRS. JOE SOTO, 1117 Tempe, a boy, Friday.

MR. and MRS. [illegible] HILL, 1215 Rosewood Street, a girl, Friday.

MR. and MRS. WILLIE SCOTT, [illegible], a girl, Friday.

MR. and MRS. RUDOLPH TOVAR, 1011 East Avenue, a girl, Saturday.

MR. and MRS. ARMELINO GRANADO, 1011 Waller Street, a boy, Saturday.

MR. and MRS. [illegible] PEREZ, 1210 East 21st Street, a girl, Saturday.

MR. and MRS. LOUIS H. PETWILER, 1206 West 11th Street, a boy, Saturday.

MR. and MRS. [illegible] PARKER, [illegible] Dr., 2[illegible], a boy, Saturday.

MR. and MRS. W. [illegible] WALKER, 1506 Dawson, a boy, Sunday.

MR. and MRS. [illegible] CASTILLO, 501 Nelson, a girl, Sunday.

HOLY CROSS

MR. and MRS. ANDRES HERNANDEZ, 6411 Mimosa, a boy, Thursday.

MR. and MRS. SALVADOR [illegible], 1309 Navarro, a girl, Thursday.

MR. and MRS. JOHN HAMDE, 1104 Westerville Road, a boy, Friday.

MR. and MRS. [illegible] a girl, Friday.

MR. and MRS. [illegible] PEREZ, 2401 Avenue G, a boy, Friday.

MR. and MRS. CHARLES [illegible], 1306 Westerville Road, a boy, Friday.

MR. and MRS. [illegible] Street, a girl, Saturday.

MR. and MRS. RICHARD GONZALES, 1504 Denver, a girl, Sunday.

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Birth Notice 1 -- No Title
The Austin Statesman (1921-1973); Feb 28, 1962;
ProQuest Historical Newspapers: The Austin American Statesman
pg. 9

The Statesman Congratulates

[illegible]

Mr. and Mrs. BERNY COX, [illegible] Darnell, a girl, Thursday.

Mr. and Mrs. JOHN Williams, [illegible] Willow, a boy, Thursday.

Mr. and Mrs. HUBERT PEREZ, [illegible] Capital Court, a girl, Thursday.

Mr. and Mrs. [illegible] HUGHES, [illegible] Duval, a boy, Thursday.

Mr. and Mrs. [illegible], [illegible] Blackhawk Ave., a girl, Thursday.

Mr. and Mrs. ALBERT [illegible] TON, [illegible] Manor, a boy, Friday.

Mr. and Mrs. [illegible] MACTISTER, [illegible] Avenue, a girl, Friday.

Mr. and Mrs. [illegible] STUART, [illegible] Whitely, a girl, Friday.

Mr. and Mrs. [illegible] GUIMONEZ, [illegible] Riverside Drive, a girl, Friday.

Mr. and Mrs. [illegible] MACHADO, [illegible] Stokes, a boy, Saturday.

Mr. and Mrs. ISRAEL [illegible] DONO, [illegible] Manor, a girl, Saturday.

Mr. and Mrs. [illegible] CLUB, [illegible] East 11th Apt. D, a girl, Saturday.

Mr. and Mrs. [illegible] NAN, [illegible] Crawford, a girl, Saturday.

Mr. and Mrs. ERNEST LUNA, [illegible] East 8th, a boy, Saturday.

Mr. and Mrs. JIMMY WARE, [illegible] Leightfoot, a girl, Sunday.

Mr. and Mrs. [illegible] HAMBLE, [illegible] Whitely, a girl, Sunday.

Mr. and Mrs. EDWARD MEREDITH, [illegible] 1, Box 212, a girl, Sunday.

St. Ignatius

Mr. and Mrs. JOHN [illegible], [illegible] Hill, a boy, Thursday.

Mr. and Mrs. [illegible] RODRIGUEZ, [illegible] Salina, a boy, Thursday.

Mr. and Mrs. [illegible] JONES, [illegible] Center, a boy, Thursday.

Mr. and Mrs. [illegible] W. WALTER, [illegible] Berry, a boy, Thursday.

Mr. and Mrs. [illegible] SCHROEDER, Smithville, a boy, Thursday.

Mr. and Mrs. JULIEN P. ROBERT, P. O. Box [illegible], a girl, Friday.

Mr. and Mrs. [illegible] LEWIS, [illegible] Richmond, a girl, Friday.

Mr. and Mrs. [illegible] G. [illegible], [illegible] St. John's, a girl, Friday.

Mr. and Mrs. PORTACE LAMBERT, [illegible] Bonnell, a girl, Saturday.

Mr. and Mrs. [illegible] DAVIS, [illegible] Hill, a girl, Saturday.

Mr. and Mrs. CARY [illegible] NE, [illegible] Grandview, a girl, Saturday.

Mr. and Mrs. STEPHEN PITT, [illegible] West 12th, a boy, Sunday.

Mr. and Mrs. ALLEN MOORE, [illegible] Wellington, a girl, Sunday.

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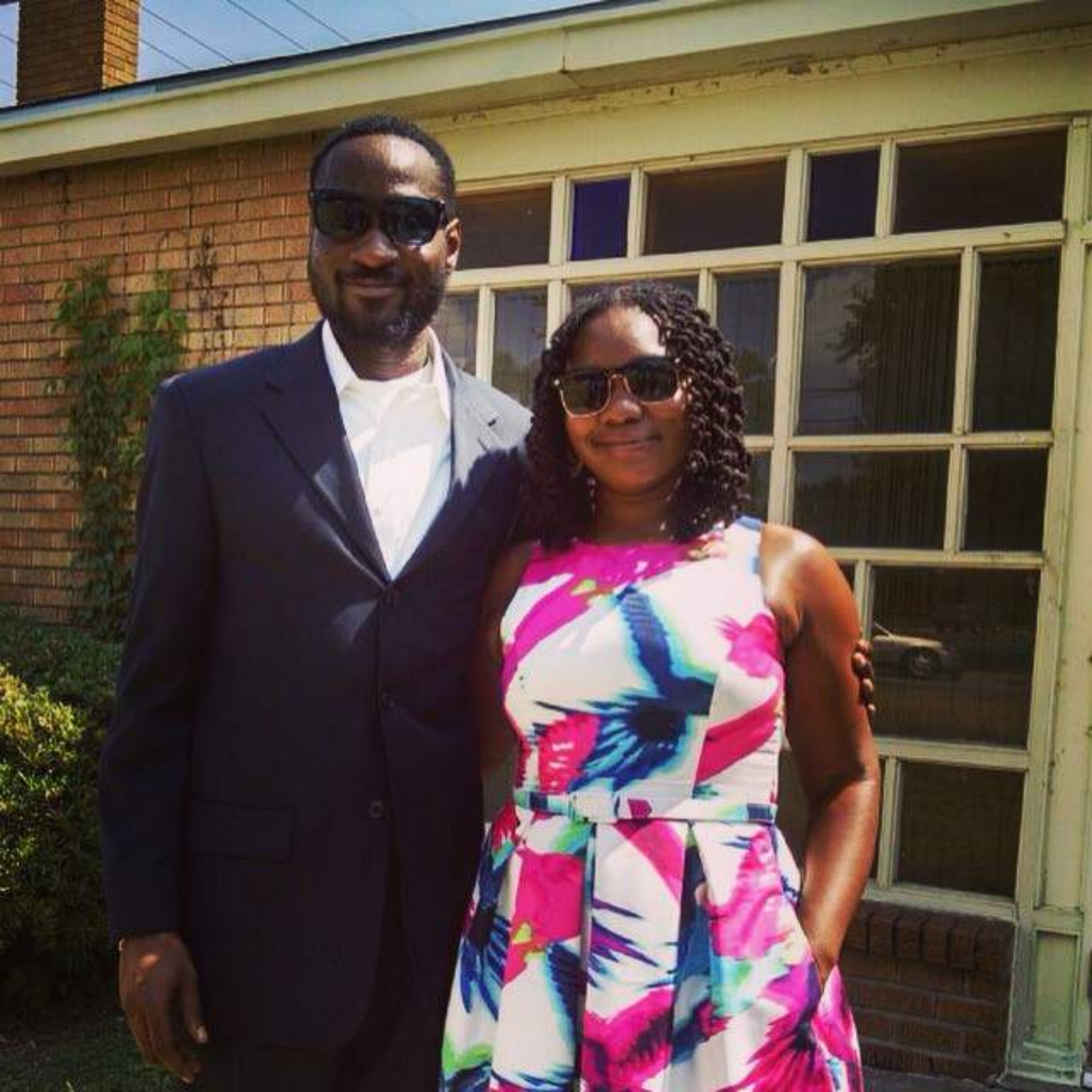
1605



DOC. NO
93081880

Builder's and Mechanic's Lien Contract
(with Power of Sale)
Between

Owner: HELEN E. DALTON and FILM CODE ("Owner", whether one or more)
Contractor: LYNN SUTTON DBA PRECISION BUILDERS ("Contractor")
Owner and Contractor agree as follows:

00004997403

1. **Property.**
Owner is the owner of the following described real estate: PART OF LOTS A, AB, B, IN BLK 48 IN SUTTON HILL 32 IN DIVISION 3 IN THE CITY OF AUSTIN, TRAVIS COUNTY, TEXAS MORE PARTICULARLY SHOWN ON THE MAP OR PLAT OF RECORD IN VOL 1 PAGE 32 OF THE TRAVIS COUNTY PLAT RECORDS

("Land"). Owner warrants that Owner owns the Land in fee simple, free of any liens or encumbrances other than the following: NO EXISTING LIENS

11.00 INDX
4195 PM 3028 1 1 07/20/93
5.00 RECM
4195 PM 3028 1 1 07/20/93

2. **Improvements.**
Contractor agrees to construct, complete and equip, on or before JULY 31, 1993 (the "Completion Date"), in good and workmanlike manner, including furnishing all labor and materials therefor, according to this Contract and the plans and specifications agreed upon by the parties hereto, the following improvements ("Improvements") on the Land.

INSTALL PITCHED ROOF ON FLAT PORTION OF HOUSE, REMOVE CARPET IN KITCHEN, REPAIR FLOOR AND INSTALL VINYL FLOOR, INSTALL CABINETS ON WALL 3X8, 3X5

930818.80-DOCS
753.28-CHKS

3. **Contract Price.**
On or before the date which is thirty-one (31) days after the Completion Date, Owner promises to pay to the order of Contractor the sum of $ 13,000.00, plus any additional sums which may be earned hereunder pursuant to Sections 5 and/or 14 hereof, or such lesser amount as may be earned hereunder ("Contract Price") for the construction of the Improvements.

Payment of the Contract Price shall be made as follows: $ 00 cash paid to Contractor upon execution of this contract; and

☐ (a) If this box is checked, $ 12,000.00 ("Indebtedness") shall be paid on or before the date which is thirty-one (31) days after the Completion Date, which Indebtedness is being transferred and assigned by Contractor to NationsBank of Texas, N.A. ("Lender"). In renewal, extension and rearrangement of the Indebtedness, but not in novation. Owner contemporaneously herewith is executing and delivering to Lender its promissory note of even date herewith payable to the order of Lender in the principal amount of $ 12,000.00 ("Note").

☐ (b) If this box is checked, execution and delivery to Contractor of a Retail Installment Contract pursuant to Chapter 6 of the Texas Credit Code of even date herewith (the "Retail Installment Contract") for a time balance of $ payable in monthly installments of $ each, and a final installment of $

Notwithstanding anything to the contrary in this Contract, Owner may retain the amount required by Subchapter E of Chapter 53 of the Texas Property Code during progress of the construction of the Improvements and for thirty (30) days after the "completion" of the Improvements as defined in that Subchapter.

4. **Plans and Specifications.**
Owner has agreed to and has approved the plans and specifications presented by Contractor.

5. **Commencement.**
This contract is executed, acknowledged and delivered, and the liens are created hereunder before any labor has been performed and before any material has been furnished for the construction of the Improvements.

6. **Lien.**
The term "Beneficiary" as used in this Contract means Contractor, unless Contractor has assigned and transferred the Obligation (defined below) to Lender, in which case the term "Beneficiary" means Lender or the subsequent holder of the Obligation at the time in question. To secure the prompt payment and performance of Owner's Obligation hereunder, Owner hereby grants a Builder's, Mechanic's, Materialman's and Laborer's Lien and security interest for the benefit of Beneficiary on the Land, and all Improvements, additions, materials, fixtures and appurtenances now thereon and hereafter placed thereon (collectively, the "Collateral"), and Owner, for the auxiliary and cumulative enforcement of the liens created hereunder, and for the further consideration, uses, purposes and trusts hereof, has **granted, sold** and **conveyed**, and by these presents does **grant, sell** and **convey** unto Michael F. Hore, Trustee, of Dallas County, Texas, and his substitutes or successors, the Collateral, and all rights, hereditaments and appurtenances in anywise appertaining or belonging to the Collateral.

7. **Obligation.**
The liens granted hereunder and this conveyance in trust are granted and made to secure and enforce payment and performance of Owner's obligations hereunder (including but not limited to the Note, if applicable under paragraph 3(a) above), and all extensions, renewals, increases and rearrangements thereof, and all additional amounts which may be advanced by Beneficiary for additional work and material necessary for the completion of the Improvements, and all additional sums paid out by Beneficiary which are chargeable to Owner hereunder (all of the foregoing being herein sometimes collectively called the "Obligation").

If any portion of the Obligation cannot be lawfully secured by the lien and security interest herein given and created upon the Collateral, it is agreed that the first payments made on said Obligation shall be applied to the discharge of that portion of the Obligation.

8. **Alterations and Extras.**
No alterations shall be made in the work shown or described by the plans and specifications, nor shall any extra work or materials be charged or paid for, unless a separate estimate for such extra work is submitted in writing by Contractor to Owner and agreed to in writing by them before the extra work is started. The additional amount to be paid for all extra work and materials so agreed to and furnished shall be a part of the Contract Price secured by the lien created by this Contract. Beneficiary, at its option and subject to the execution of such additional loan documents as it might require, may advance all or part of such additional amount, including also any cost increases or overruns agreed in writing between Owner and Contractor, and in such event the additional amount or amounts will be a part of the Obligation secured hereby. If Beneficiary elects not to advance such additional amount, Owner shall pay Contractor in cash upon completion of the extra work. All extra work done or material furnished without such agreement shall be considered as performed under the original Contract and no extra cost shall be demanded or allowed.

9. **Completion.**
If the Improvements fail for any reason to be completed according to this Contract, any construction contract or the plans and specifications, or if all of the labor and material used in erection thereof fails to be provided by Contractor, then Beneficiary shall have a valid and subsisting lien for the Contract Price less such amount as would be reasonably necessary to complete the Improvements according to this Contract, any construction contract and the plans and specifications. Without limitation of the preceding sentence, if Contractor has assigned the Obligation to Lender, then Lender or the subsequent holder of the Obligation at the time in question may complete the construction but shall have no obligation to do so.

10. **Insurance.**
Owner will at all times until the Obligation is paid in full, keep all insurable Collateral insured against the risks covered by policies of fire and extended coverage insurance and such other risks as Beneficiary may require, such insurance to be written in amounts and form acceptable to

Beneficiary, and by companies authorized to transact business in Texas, with loss made payable to the Beneficiary by standard mortgage clauses (without contribution), providing written notice to Beneficiary at least ten (10) days prior to cancellation or change in coverage thereof, and will deliver the policies of insurance to Beneficiary promptly as issued. In the absence of written instructions to the contrary from Beneficiary, such insurance shall be not less than (i) the full insurable value of the Collateral, or (ii) the amount of the Obligation plus the outstanding principal and interest balance of any debt secured by a prior lien against the Collateral or any part thereof. If any part of the Collateral is located within an area that has been, or should at any time be, designated as a special flood hazard area by any federal or state official authorized to make such designation pursuant to the National Flood Insurance Act of 1968, as amended, or pursuant to any national or state flood insurance program, Owner will carry flood insurance covering the Collateral in an amount not less than the lesser of (a) the maximum limit of insurance coverage then available with respect to the Collateral pursuant to any and all national and state flood insurance programs then in effect or (b) the amount of the Obligation, plus the outstanding principal and interest balance of any debt secured by a prior lien against the Collateral or any part thereof. If Owner fails to procure any insurance required by this paragraph, Beneficiary, at its option, may procure such insurance at Owner's sole expense. All renewal and substitute policies of insurance shall be delivered at the office of Beneficiary, premiums paid, at least ten (10) days before termination of policies theretofore delivered to Beneficiary. Beneficiary, at its option, shall be entitled to receive and retain the proceeds of the insurance policies, whether paid by reason of loss, return of premiums or otherwise, applying the same upon the Obligation in such order or manner as Beneficiary shall elect. If any loss shall occur at any time when Owner shall be in default hereunder, Beneficiary shall be entitled to the benefit of all insurance held by or for any Owner, to the same extent as if it had been made payable to Beneficiary.

11. Taxes.
Owner will pay all taxes and assessments against or affecting the Collateral as the same shall become due and payable; provided, however, Owner may in good faith, in lieu of paying such taxes and assessments as they become due and payable, by appropriate proceedings contest the validity thereof; and provided that Owner shall pay such tax, assessment, penalties, interest and costs before any judgment therefor becomes final or any writ or order is or may be issued under which any of the Collateral may be sold. If Owner fails to make any such payment of taxes, assessments, penalties, interest or, in the event Owner contests the validity thereof, costs of judgment, Beneficiary may pay them at Owner's expense.

12. Maintenance.
Owner will keep the Collateral in good condition, making promptly all repairs, renewals and replacements necessary to such end, and doing promptly all else necessary to such end; but Owner will discharge all claims for labor performed and material furnished thereto, and will not suffer any lien of mechanics or materialmen to attach to any part of the Land; and will not do or suffer to be done any act whereby the value of any part of the Land or the Improvements may be lessened.

13. Awards Assigned.
All judgments, decrees and awards for injury or damage to the Land or Improvements, and all awards pursuant to proceedings for condemnation thereof, are hereby assigned in their entirety to Beneficiary, who may apply the same to the Obligation in such manner as it may elect; and Lender is hereby authorized, in the name of Owner, to execute and deliver valid acquittances for, and to appeal from, any such award, judgment or decree.

14. Disbursements by Beneficiary.
If Beneficiary shall pay out any money chargeable to Owner hereunder, Owner shall pay the same to Beneficiary on demand at the place where the Obligation is payable. The amount of each such payment shall be added to the Obligation and thereafter shall form a part of the same; and shall be secured hereunder, and by subrogation to all the rights of the person receiving such payment, including subrogation to all valid lien rights in the Collateral or any part thereof.

15. Construction to Improvements.
The Improvements will be constructed within building lines, will not encroach upon or overhang any easement or right-of-way on the land of others, and will not violate any applicable ordinances or regulations. All work shall be performed in a good and workmanlike manner, with due diligence and continuity until completion. No cessation of work shall be permitted for a period in excess of ten (10) days without the prior written consent of Owners. When completed, the Improvements will be of good quality, free from faults and defects and in conformance with this Contract and the plans and specifications.

16. Title to Materials, etc.
The title to all materials, appliances and equipment covered by this Contract will pass to Owner by incorporation into the Improvements free and clear of all liens, claims, security interests or encumbrances except the lien and security interest created hereunder.

17. No Liens.
Contractor warrants that it will suffer no mechanic's, materialmen's, laborer's, supplier's or artisan's lien to be placed on the Collateral; and if any lien claim is filed, Contractor shall promptly cause any such lien or claim to be removed from the Collateral by payment thereof or by furnishing a bond or bonds satisfactory to the Owner to indemnify against any such lien. If requested by Beneficiary or Owner, Contractor shall pay all costs of construction, including labor, materials, and subcontractors, and shall furnish Beneficiary and Owner proper receipts and releases from any and all materialmen from whom any material is obtained by Contractor for use in the Improvements, and from all subcontractors as well as from each and all workmen who have worked thereon, to the end that no liens may be fixed upon the Collateral, save and except the express liens herein created. If Owner might become liable for a lien or claim for labor or materials furnished to Contractor and primarily chargeable to Contractor, Owner may retain from payments to Contractor an amount sufficient to completely indemnify Owner against the lien or claim.

18. Remedies.
If Owner defaults in payment of any of the Obligation when due or declared due, or in the timely performance of any covenant herein or in the Note or Retail Installment Contract, or if a default shall occur as provided elsewhere in this Contract or, if Beneficiary is Lender or a subsequent holder of the Obligation, a default shall occur under any loan agreement or other document (each a "Loan Document") executed by Owner in favor of Beneficiary, the Trustee, at the request of Beneficiary, may sell all or any portion of the Collateral at public auction, to the highest bidder for cash at the County Courthouse in the County in Texas in which the above described tract(s) of Land or any part thereof is situated, as herein described, between the hours of 10:00 o'clock A.M. and 4:00 o'clock P.M. on the first Tuesday of any month, in compliance with the requirements of Section 51.002, Texas Property Code, as then amended, after giving notice of said sale, in compliance with said Section, as then amended.

Owner hereby jointly and severally authorizes and empowers the Trustee to sell all or any portion of the Collateral together or in lots or parcels, as the Trustee may deem expedient, and to execute and deliver to the purchaser or purchasers of such Collateral good and sufficient deeds of conveyance of fee simple title or of lesser estates, and bills of sale and assignments, with covenant of general warranty made on behalf of the Owner. In no event shall the Trustee be required to exhibit, present or display at any such sale any of the personalty comprising any of the Collateral to be sold at such sale. The Trustee making such sale shall receive the proceeds thereof and shall apply the same first to the reasonable expense of such sale, second, to the remaining unpaid balance of the Obligation, in such order or manner as the Beneficiary shall elect, and the residue, if any, shall be paid to the person or persons legally entitled thereto. Payment of the purchase price to the Trustee shall satisfy the liability of the purchaser of such sale therefor, and such person shall not be bound to look after the application thereof.

If sale is made because of default in the payment of any installment, or a part of an installment, such sale may, at Beneficiary's election, be made subject to the unmatured part of the Obligation, and it is agreed that such sale, if so made, shall not in any manner affect the unmatured part of the Obligation, but as to such unmatured part, this Contract shall remain in full force and effect as though no sale had been made under the provisions of this paragraph.

Several sales may be made hereunder without exhausting the right of sale for any unmatured part of the Obligation and without impairing the right and powers of sale provided elsewhere in this agreement. Beneficiary may bid and become the purchaser of all or any part of the Collateral at any trustee's or foreclosure sale hereunder being the highest bidder, and Beneficiary shall have the right to credit upon the amount of Beneficiary's successful bid, to the extent necessary to satisfy such bid, all or any part of the Obligation in such manner and order as Beneficiary may elect.

With respect to any portion of the Collateral which constitutes personal property or fixtures, including, without limitation, any consumer goods, governed by the Uniform Commercial Code of the State of Texas (the "Code"), this Contract shall constitute a security agreement between Owner as Debtor and Beneficiary as Secured Party, and Owner hereby grants to Beneficiary a security interest in such portion of the Collateral. Cumulative of all other rights of Beneficiary hereunder, Beneficiary shall have all of the rights conferred upon secured parties by the Code. Owner will execute and deliver to Beneficiary all financing statements that may from time to time be required by Beneficiary to establish and maintain the validity and priority of the security interest of Beneficiary, or any modification thereof, and all costs and expenses of any searches reasonably required by Beneficiary. Beneficiary may exercise any or all of the remedies of a secured party available to it under the Code with respect to such property, and it is expressly agreed that, if upon default Beneficiary should proceed to dispose of such property in accordance with the provisions of the Code, ten (10) days' notice by Beneficiary to Owner shall be deemed to be reasonable notice under any provision of the Code requiring such notice; provided, however, that Beneficiary may at its option dispose of such property in accordance with Beneficiary's rights and remedies with respect to the real property pursuant to the provisions of this Contract in lieu of proceeding under the Code.

Notwithstanding any seemingly contrary provision of this Contract or any other Loan Document, if any person executing this Contract is a "consumer" as defined in Regulation AA of the Board of Governors of the Federal Reserve System, no lien or security interest created or evidenced by this Contract (other than a purchase money security interest) shall extend to, cover or affect "household goods" of such person as also defined therein.

Some of the items of Collateral described herein are goods that are or are to become fixtures related to the real estate described herein, and it is intended that as to those goods this Contract shall be effective as a financing statement filed as a fixture filing from the date of its filing for record in the real estate records of the county in which the Land is situated. Information concerning the security interest created by this instrument may be obtained from Beneficiary, as Secured Party, at the address of Beneficiary stated above. The mailing address of Owner, as Debtor, is as stated above and in any assignment of the Obligation.

All rights and remedies provided for herein and in any other Loan Document are cumulative of each other and of any and all other rights and remedies existing at law or in equity, and Trustee and Beneficiary shall, in addition to the rights and remedies provided herein or in any other Loan Document, be entitled to avail themselves of all such other rights and remedies as may now or hereafter exist at law or in equity for the collection of the Obligation and the enforcement of the covenants herein and the foreclosure of the liens and security interests evidenced hereby, and the resort to any right or remedy provided for hereunder or under any such other Loan Documents or provided for by law or in equity shall not prevent the concurrent or subsequent employment of any other appropriate right or rights or remedy or remedies. Beneficiary may resort to any security given by this Contract or to any other security now existing or hereafter given to secure the payment of the Obligation, in whole or in part, and in such portions and in such order as may seem best to Beneficiary in its sole discretion. No such action nor the taking of any additional security, nor any renewal, extension, indulgence, release, subordination or substitution granted by Beneficiary with respect to the Obligation, any guarantor or surety thereof or the Collateral, shall in anywise be

REAL PROPERTY RECORDS
Travis County, Texas

considered as a waiver, release or impairment of any of the rights, benefits, liens or security interests evidenced by this Contract. Owner waives and shall not have or assert any right under any statute or rule of law pertaining to the marshaling of assets, sale in inverse order of alienation, the administration of estates of decedents, or other matters whatsoever to defeat, reduce or affect the right of Beneficiary under the terms of this Contract to a sale of the Collateral for the collection of the Obligation without any prior or different resort for collection, or the right of Beneficiary under the terms of this Contract to the payment of the Obligation out of the proceeds of sale of the Collateral in preference to every other claimant whatsoever.

In the event there is a foreclosure sale hereunder and at the time of such sale, Owner or Owner's heirs, devisees, representatives, successors or assigns are occupying or using the Collateral, or any part thereof, each and all shall immediately become the tenant of the purchaser at such sale, which tenancy shall be terminable at the will of either landlord or tenant, at a reasonable rental per day based upon the value of the property occupied, such rental to be due daily to the purchaser, and to the extent permitted by applicable law, the purchaser at such sale shall, notwithstanding any language herein apparently to the contrary, have the sole option to demand immediate possession following the sale or to permit the occupants to remain as tenants at will. In the event the tenant fails to surrender possession of said property upon demand, the purchaser shall be entitled to institute and maintain a summary action for possession of the property (such as an action for forcible detainer) in any court having jurisdiction.

19. **Trustee.**
If the Trustee shall die or become disqualified from acting in the execution of this trust, or shall fail or refuse to execute the same when requested by Beneficiary to do so or if, for any reason, Beneficiary shall prefer to appoint a substitute Trustee to act instead of the Trustee named herein, Beneficiary shall have full power to appoint, by written instrument, a substitute Trustee and, at Beneficiary's election, several substitute Trustees in succession who shall succeed to all of the estate, rights, powers and duties of the original Trustee named herein. Such appointment may be executed by any authorized agent of Beneficiary, and if Beneficiary is a corporation or association and such appointment is executed on its behalf by any officer of such corporation or association, such appointment shall be conclusively presumed to be executed with authority and shall be valid and sufficient without proof of any action by the board of directors or any superior officer of the corporation or association. All references in this Contract to "Trustee" shall be deemed to refer to the Trustee (including any substitute appointed as herein provided) from time to time acting hereunder.

The Trustee shall not be liable for any error, judgement or act done by Trustee in good faith, or be otherwise responsible or accountable under any circumstances whatsoever (including Trustee's negligence), except for Trustee's gross negligence or willful misconduct. The Trustee shall have the right to rely on any instrument, document or signature authorizing or supporting any act on taken or proposed to be taken by him hereunder, believed by him in good faith to be genuine. All moneys received by Trustee shall, until used or applied as herein provided, be held in trust for the purposes for which they were received, but need not be segregated in any manner from any other moneys (except to the extent required by law), and Trustee shall be under no liability for interest on any moneys received by him hereunder. Owner hereby ratifies and confirms any and all acts which the herein named Trustee or his successor or successors, substitute or substitutes, in this trust, shall do lawfully by virtue hereof. Owner will reimburse Trustee for, and save him harmless against, any and all liability and expenses which may be incurred by him in the performance of his duties. The foregoing indemnity shall not terminate upon discharge of the Obligation or foreclosure, or release or other termination, of this Contract.

20. **Prior Liens.**
Owner expressly covenants and agrees to pay timely and prior to delinquency all installments of principal and interest on debt secured by any and all prior liens and encumbrances against the Collateral, or any part thereof and to perform and observe all covenants contained in any deed of trust or other instrument creating such lien or encumbrance. It is agreed that any default under the terms and provisions of such deed of trust or other lien instrument shall constitute a default hereunder which shall entitle the Beneficiary, at its election but without obligation to do so, and without prior notice, to exercise any right or remedy provided herein or in the Note, including but not limited to the rights to declare the unpaid balance of principal of, and accrued interest on, the Obligation or any part thereof to be immediately due and payable (and upon such declaration the same shall be immediately due and payable) and to request the Trustee to sell the Collateral as provided in Paragraph 13 hereof. In addition, the Beneficiary may, at its election, but without any obligation to do so, pay off and discharge any debt or part thereof secured by any prior lien, and upon payment thereof shall be subrogated to the liens and rights of the holder of such prior lien to the extent of the amount so paid. All amounts so paid shall become a part of the Obligation and shall be secured by the lien of this Contract, which shall be cumulative of all liens and rights to which Beneficiary shall become subrogated.

21. **Assignment of Rents.**
As additional security for the payment of the Obligation, Owner hereby assigns to Beneficiary all rents received by or due to Owner deriving from the Collateral, including all royalties and other consideration payable by any lessee under any lease or other agreement, now or hereafter existing by which any person other than Owner has or acquires any right to occupy or use the Collateral, or any part thereof or interest therein. Until the occurrence of a default, Owner is granted the privilege to collect and retain the rents, but upon receipt from Beneficiary or notice that a default exists hereunder, each lessee is hereby directed to pay to Beneficiary rents thereafter accruing. Receipt by Beneficiary shall be a release of each lessee to the extent of amounts so paid. Beneficiary shall not be liable for its failure to collect or exercise diligence in the collection of rents, but shall be accountable only for rents actually received. Rents so received shall be applied by Beneficiary first to the remaining unpaid balance of the Obligation, in such order or manner as Beneficiary shall elect, and the residue, if any, shall be paid to the person or persons legally entitled thereto.

22. **Transfer of the Land.**
If all or any part of the Land or any interest in it is sold or transferred without Beneficiary's prior written consent, Beneficiary may, at its option, declare the unpaid balance of principal of, and accrued interest on, the Obligation or any part thereof to be immediately due and payable (and upon such declaration the same shall be immediately due and payable). However, this option shall not be exercised by Beneficiary if exercise is prohibited by federal law as of the date of this Contract.

23. **Compliance with Usury Laws.**
It is the intent of Owner and Beneficiary and all other parties to the Loan Documents to conform to and contract in strict compliance with applicable usury law from time to time in effect. All agreements between Beneficiary and Owner (or any other party liable with respect to any indebtedness under the Loan Documents) are hereby limited by the provisions of this Section which shall override and control all such agreements, whether now existing or hereafter arising. In no way, nor in any event or contingency (including but not limited to prepayment, default, demand for payment, or acceleration of the maturity of any obligation), shall the interest taken, reserved, contracted for, charged, chargeable, or received under this Contract, the Note or any other Loan Document or otherwise, exceed the maximum non-usurious amount permitted by applicable law (the "Maximum Amount"). If, from any possible construction of any document, interest would otherwise be payable in excess of the Maximum Amount, any such construction shall be subject to the provisions of this Section and such document shall ipso facto be automatically reformed and the interest payable shall be automatically reduced to the Maximum Amount, without the necessity of execution of any amendment or new document. If Beneficiary shall ever receive anything of value which is characterized as interest under applicable law and which would apart from this provision be in excess of the Maximum Amount, an amount equal to the amount which would have been excessive interest shall, without penalty, be applied to the reduction of the principal amount owing on the Obligation in the inverse order of its maturity and not to the payment of interest, or refunded to Owner or the other payor thereof if and to the extent such amount which would have been excessive exceeds such unpaid principal. The right to accelerate maturity of the Obligation or any part thereof does not include the right to accelerate any interest which has not otherwise accrued on the date of such acceleration, and Beneficiary does not intend to charge or receive any unearned interest in the event of acceleration. All interest paid or agreed to be paid to Beneficiary shall, to the extent permitted by applicable law, be amortized, prorated, allocated and spread throughout the full stated term (including any renewal or extension) of such indebtedness so that the amount of interest on account of such indebtedness does not exceed the Maximum Amount. As used in this Section, the term "applicable law" shall mean the laws of the State of Texas or the federal laws of the United States applicable to this transaction, which everlaw allows the greater interest, as such laws now exist or may be changed or amended or come into effect in the future.

24. **Miscellaneous.**
If more than one person executes this Contract as Owner, the Obligations of such persons hereunder shall be joint and several. All of the covenants and agreements hereunder taken to be performed by and the rights conferred upon the respective parties shall be binding upon and inure to the benefit of said parties and their respective heirs, executors and administrators, successors and assigns.

This Contract constitutes a "construction mortgage" as defined in Section 9.313 of the Texas Business and Commerce Code to the extent that it secures an obligation incurred for the construction of the improvements, including the acquisition cost of the Land.

The Owner acknowledges receipt of a copy of this Contract with all blanks completed.

Executed and dated as of July 13, 19 93.

IMPORTANT NOTICE: You and your contractor are responsible for meeting the terms and conditions of this contract. If you sign this contract and you fail to meet the terms and conditions of this contract, you may lose your legal ownership rights in your home. KNOW YOUR RIGHTS AND DUTIES UNDER THE LAW.

Owner: Helen E. Walton

Owner:

Contractor: Precision Builders

By: Lynn Sutton

Name:

Title: Marketing Director
(If Contractor is a corporation, type in name of corporation in first line and execute by authorized signer on second line)

(Notice: If this Contract is being assigned to Lender, Contractor must complete the Assignment of Lien and appropriate acknowledgement below.)

Contractor's Address:

1607 Somerset Drive

Round Rock, Tx. 78681

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11981 0693

Assignment of Obligation, Rights, Liens and Security Interests

The undersigned Contractor, for and in consideration of the sum of Ten ($10.00) Dollars cash and other good and valuable consideration, paid by NationsBank of Texas, N.A. ("Lender"), whose address is 901 Main Street, Dallas, Texas 75202, has sold, conveyed and assigned and does by these presents sell, convey and assign to Lender all of the Obligation described in the foregoing Builder's and Mechanic's Lien Contract with Power of Sale ("Contract") and all instruments, if any, evidencing the Obligation, together with all the rights, powers, liens, assignments and security interests securing the same, but Lender does not assume any obligation imposed upon Contractor by virtue of this Contract and Lender shall not be held liable for the performance or breach thereof by Contractor. All Mechanic's Liens or Lien rights, whether contractual, statutory or constitutional, on the Collateral which have arisen or may arise for the benefit of Contractor because of work performed or materials furnished, are hereby agreed to be, and shall at all times continue to be, subject and subordinate in each and every respect to all of the rights, powers, liens and security interests held by or for the benefit of Lender (and any subsequent holder of the Obligation) under this Contract, or at law or in equity or otherwise, and to any and all increases, renewals, modifications, extensions and rearrangements thereof from time to time.

Contractor: Precision Building

By: Lynn Sutton

Name:

Title: Marketing Director

(Contractor's Individual Acknowledgement)

The State of Texas §
§
County of Travis §

This instrument was acknowledged before me on this the 17 day of July, 19 93
by Lynn Sutton

KATHY E. ALLEN
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 12-2-95

Kathy E. Allen
Notary Public, State of Texas

(Corporate Acknowledgement)

The State of _____ §
§
County of _____ §

This instrument was acknowledged before me on this the _____ day of _____, 19____
by _____,
_____ of
_____, a _____ corporation,
on behalf of said corporation.

(SEAL)

Notary Public, State of Texas

(Individual Acknowledgement)

The State of Texas §
§
County of Travis §

This instrument was acknowledged before me on this the 17 day of July, 19 93
by Kathy E. Allen

KATHY E. ALLEN
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Exp. 12-2-95

Kathy E. Allen
Notary Public in and for the State of Texas

(Individual Acknowledgement)

The State of Texas §
§
County of _____ §

This instrument was acknowledged before me on this the _____ day of _____, 19____
by _____

(SEAL)

Notary Public in and for the State of Texas

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11981 0694

11981 0694

UNOFFICIAL DOCUMENT

Unofficial Document

STATE OF TEXAS COUNTY OF TRAVIS

I hereby certify that this instrument was filed on the date and at the time stamped hereon by me; and was duly RECORDED, in the volume and page of the named RECORDS of Travis County, Texas, as

JUL 20 1993

COUNTY CLERK
TRAVIS COUNTY, TEXAS

FILED

93 JUL 20 PM 1:04

DANA DEBEAUVOIR
COUNTY CLERK
TRAVIS COUNTY, TEXAS

RECORDER'S MEMORANDUM - At the time of recordation this instrument was found to be inadequate for the best photographic reproduction, because of illegibility, carbon or photo copy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded.

AFTER FILING, PLEASE RETURN TO:

NATIONSBANK OF TEXAS, N. A.
P.O. BOX 831400
DALLAS, TEXAS 75283-1400
ATTN: COLLATERAL DEPARTMENT

REAL PROPERTY RECORDS
TRAVIS COUNTY, TEXAS

11981 0695

Quality Foundation Repair
512-363-7769

(512) 363-7769
Austin, Texas
78758
United States

Prepared For	Estimate Date	Estimate Number
Helen Shoulds 1605 Leona St Austin, Texas 78702 United States	09/20/2012	120920

Description	Rate	Qty	Line Total
Skirting Around the perimeter of the home remove any existing skirting and replace with mortar skirting up to the existing siding and 6" below grade. #3 re-bar, metal lath and a masons cement / sand mix will be used. Venting will be installed where possible and not to close to the ground along with a hinged access door at a location of your choosing. Qty in sq feet.	$1,200.00	1	$1,200.00
Trash removal All building debris created during the scope of this work will be removed from crawl space and job site on completion.	$0.00	1	$0.00

Subtotal	1,200.00
Tax	0.00
Estimate Total (USD)	$1,200.00

Terms

Owner Agrees to pay half upon start of job and half upon completion.

The workmanship and materials installed by Quality Foundation Repair have a six-year warranty. Movement in the soil through change in moisture levels can affect the foundation. Quality Foundation Repair does not provide a warranty on any previous work performed on the foundation. Damages to the property as a result of the foundation movement are not covered, during and after works completion.

Concealed or undisclosed conditions at job-site can result in additional charges. Any additional charges must be approved by Homeowner.

Subject: Re: 1605 Leona Addendum to Windows Contract with Austin Siding & Windows
From: wareshoulds@msn.com
Date: Sun, 30 Sep 2012 22:16:21 -0400
To: todd.downey@hotmail.com

Hi Ron,
I did mot see the cost for having the flooring installed, also i just had the plumbing under the house re-done can you check to see if the cost of the plumbing is really 3250.00. I will be ready to sign the contract once the two concerns listed above are address. Thanks. Helen.
Sent from my iPad

On Sep 28, 2012, at 1:24 PM, todd downey <todd.downey@hotmail.com> wrote:

Austin Siding & Windows

Your Central Texas Remodeling Professionals

Addendum to Windows Contract between Helen W Shoulds and Austin Siding & Windows.

Living area "A" which includes current living space adjacent to kitchen area requires removal of wall dividing Living Room and front bedroom to create a larger Living/Dining space. Also paneling will be removed from remaining living room walls and then new 1/2" drywall sheet rock will be installed, complete with tape/float and texture and painted. The ceiling in the living area will have repairs made on as needed basis which will be known upon completion of the pier and beam repairs currently being made on the home.

Bedroom "1" will be converted upon demolition of the wall dividing it from the living area. As part of this makeover the existing closet will be removed. The paneling will be removed with dryall replacement complete with tape/float and texture. This room will also be painted your color of choice and the ceiling will be repaired as needed upon inspection.

Bathroom "1" will have the current sink/counter space removed with the sink relocated to a location closer to the door along the same wall and the toilet will be relocated along this wall as well to streamline this bath space and making access to the bath/shower area more convenient as well as making the space more aesthetically pleasing. The current bath tile will be removed to allow for a longer sliding window to increase ventilation and more efficient water evaporation to help control mildew issues. Demolition of shower and installation of a "green wall" to repel moisture and ensure proper installation of shower tile.

Bedroom "2" will have removal of paneling and ceiling and installation of new drywall complete with tape/float as well as texture. The conduit to the ceiling fan/light fixture will be elevated approximately 6" and be removed from view by the new ceiling drywall. This room will also be painted the color of your choice.

Bedroom "3" will have paneling removed and new drywall installed complete with tape/float and texture. The ceiling will be inspected for replacement, and the entire room including the ceiling will be painted.

The air conditioning unit will be relocated and its current location will be made into a connecting doorway to the back room of the home, formerly the salon. Adjacent to its current location in the former salon a new station complete with stand and walls will be constructed to house the a/c unit.

The salon, Bedroom "4," will be remodeled with paneling removed and drywall including all tape/float and texture installed. The load supporting 4 x 4 will be replaced with a supporting ceiling beam to open the space into a bedroom. The bath area will be expanded to become adjacent to the new a/c room. A shower will be added, as well as a new toilet and sink to this expanded bathroom area.

The price for the renovations listed above is $18,450.00. Paid on the following schedule: 1/3 down, 1/3 upon half completion, final 1/3 upon completion.

Items not included in above estimate are:

Interior door(and/or door hardware) and trim replacement,

Baseboard and crown moulding replacement,

Plumbing:

In accordance with the bathroom remodels, bathroom 1 will require relocation of shower, toilet and sink drains-- both above and below the flooring. Bathroom 2 will require relocation of these plumbing drains as well, both above and below the flooring. Price for plumbing is $3250.00 includes labor and some materials. 1/2 Down with 1/2 upon completion.

With fixtures(shower, toilet, sink etc) and visible hardware (like faucets) to be purchased by homeowner.

Shower Tile Install: Price provided upon review of desired design and style of materials selected by homeowner.

A/C -- Electrical improvements:

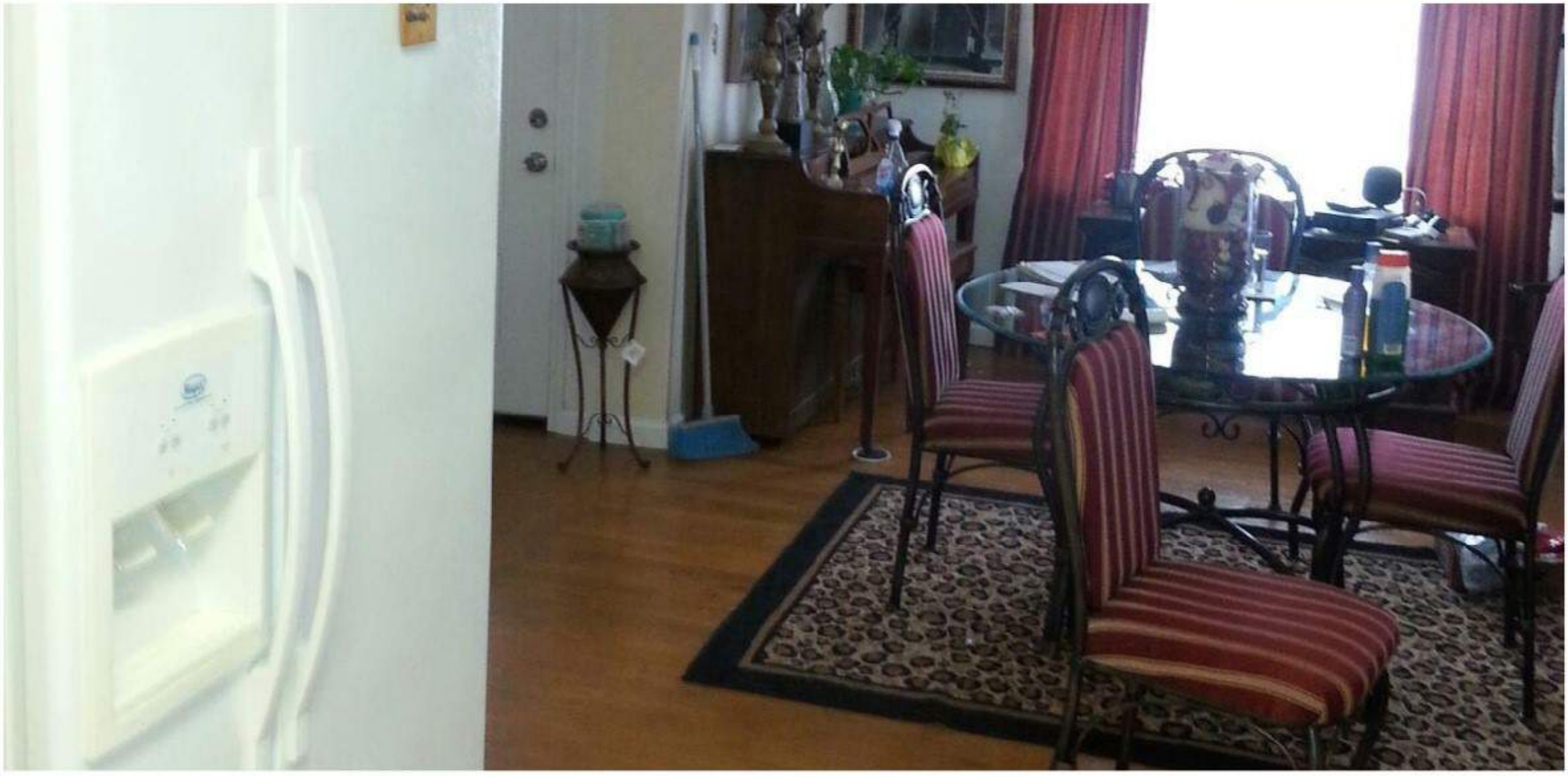
To relocate the furnace/ ac unit, run new vent pipes, and rebuild plantar box (above unit) and all necessary electrical work to complete transformation (work performed by licensed A/C professional) - $2150.00
Total of this phase is due upon completion.

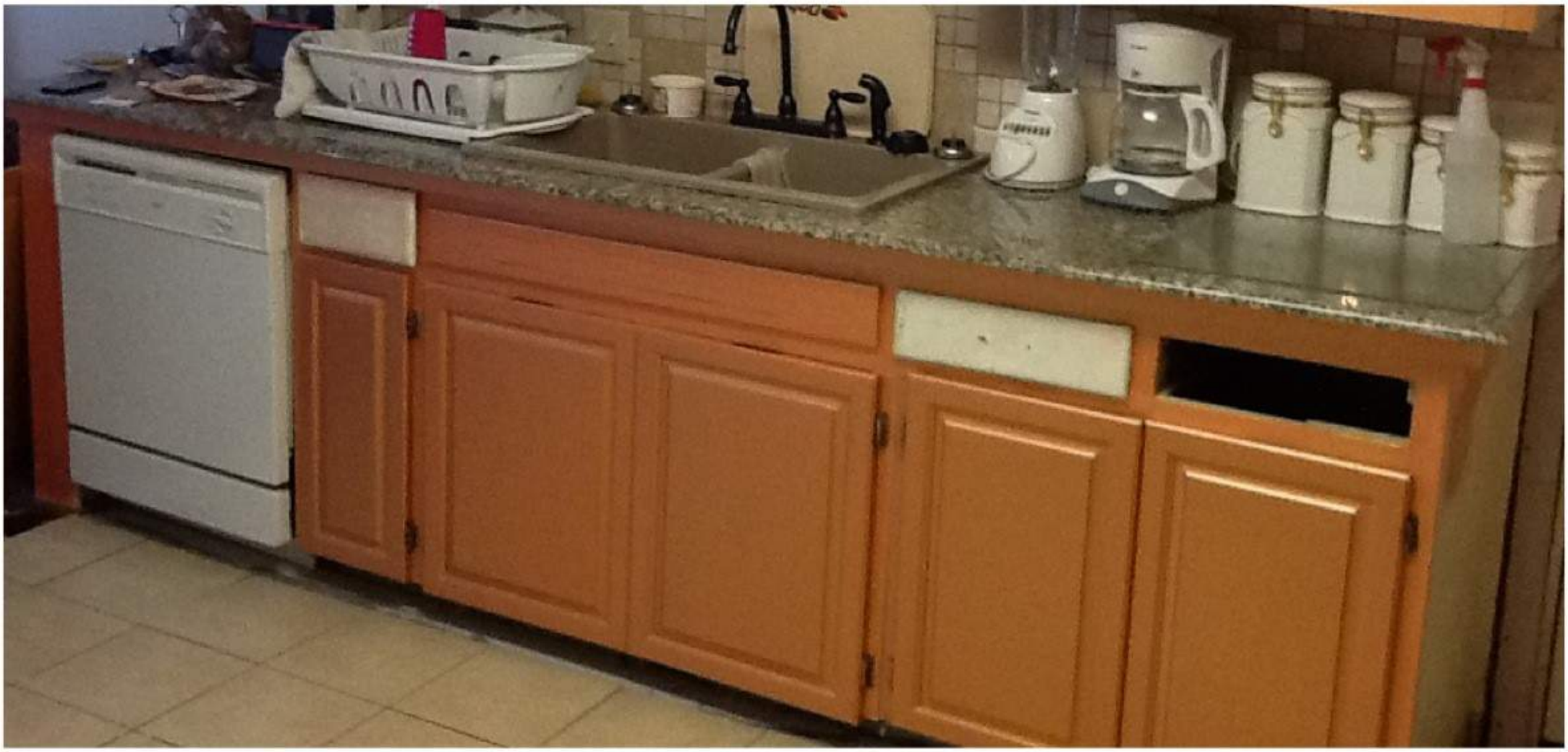
Parties in agreement:

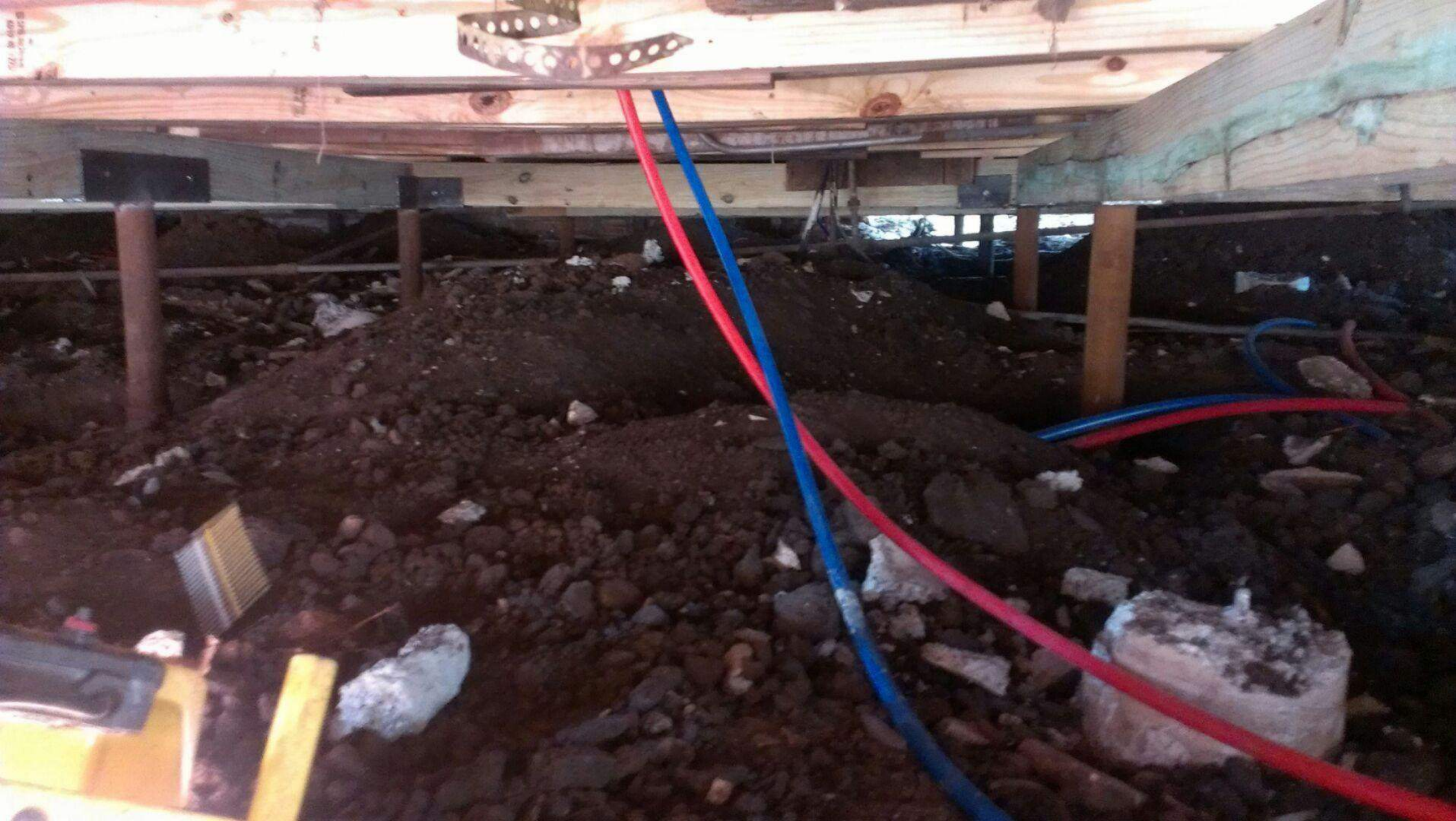
_____

Homeowner

_____







THE
BOSS

Heritage Construction Co.

Address:
19621 F.M. 1431, Bldg 200, Jonestown, TX 78645

Phone: (800) 974-0787

Company Representative:

Name: Supplements Department

Phone: (800) 974-0787

Email: supplements@heritagecctx.com

Customer Info

Job: 1605 Leona Street, Austin, TX 78702

Claim #: 045532227

Shoulds, Helen

1605 Leona Street, Austin, TX, 78702

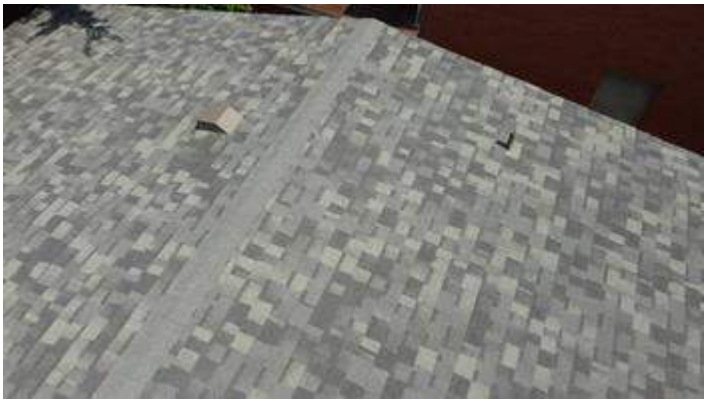
None

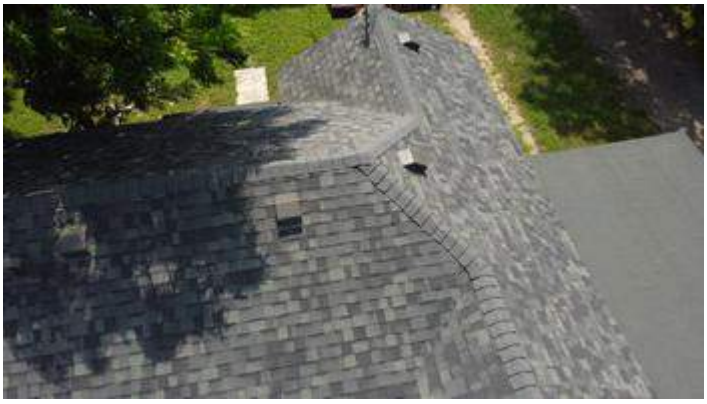
Description	Quantity	Price
ROOFING		
Shingles | Lifetime | TBD | Lifetime Shingle | Estate Gray Due to Shortages in Shingle Availability, Manufacturers Will Be Determined Based on Color & Scheduling Date -Synthetic Felt -Ridge High Profile -Ice & Water Barrier -Drip Edge Installed (Painted to Match Shingle) -Plumbing Boots (Painted to Match Roof) -Ventilation Replaced/Reconditioned & Painted -All Debris Removed & Site Cleaned, Swept of Metals, Nails, etc. Heritage Construction Lifetime Workmanship Warranty	19.00 SQ	$10,004.31
WINDOWS		
Window Screens | Generic | Bug Screen* Front elevation	1.00 EA	$27.56
PAINTING INT		
Kitchen/Hallway repairs*	1.00 EA	$1,041.41
SUPPLEMENTS		
Supplement | Generic | 10 Additional Layer of Felt Removed at tear off	16.86 SQ	$354.06
Dumpster Load	1.00 EA	$423.77
Additional Squares Needed	1.36 EA	$291.38
Elevated flat portion 11" of roof to allow for proper drainage- Labor and Materials	1.00 EA	$1,000.00
Full redeck of house 58 sheets at 32 Square feet per sheet	1856.00 EA	$7,386.88
Remove Wood Shake Shingles ** See 190 Photos Below **	16.86 EA	$1,019.69

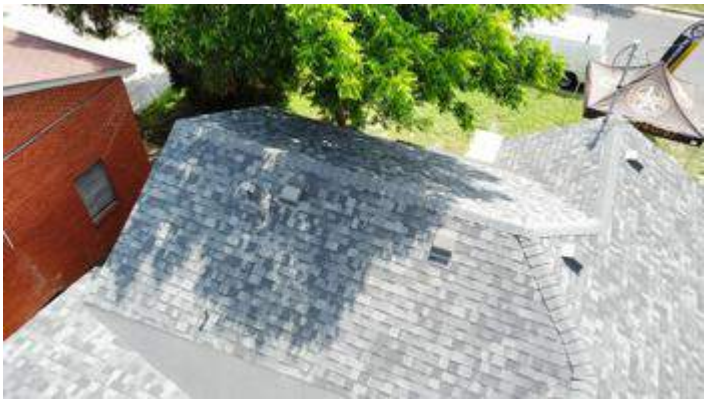
Subtotal	**$21,872.92**
Grand Total	**$21,872.92**
Balance Due	**$17,282.89**
Date Work Completed:	06/09/2021
Invoice Due Date:	06/09/2021

* This work will be performed by third parties other than Heritage Construction Co.. This work is the responsibility of the contracted party to remedy.

Photos: Remove Wood Shake Shingles







ABC

ABC
PRO GUARD 20

ABC
PRO GUARD 20

ABC

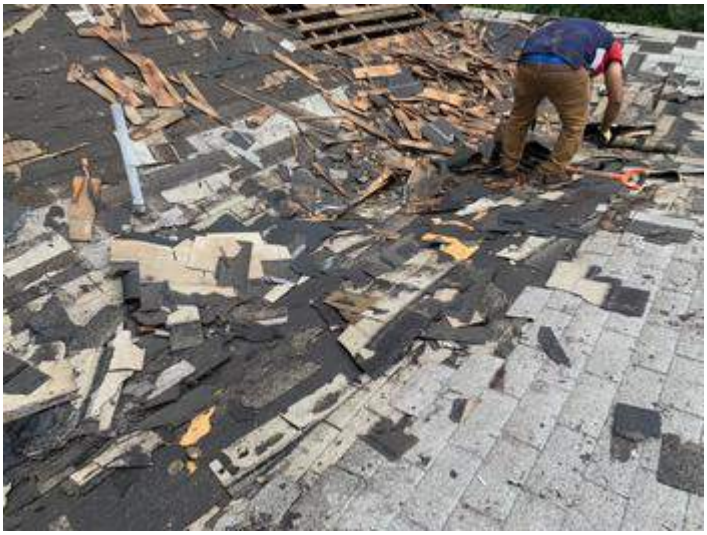
ABC

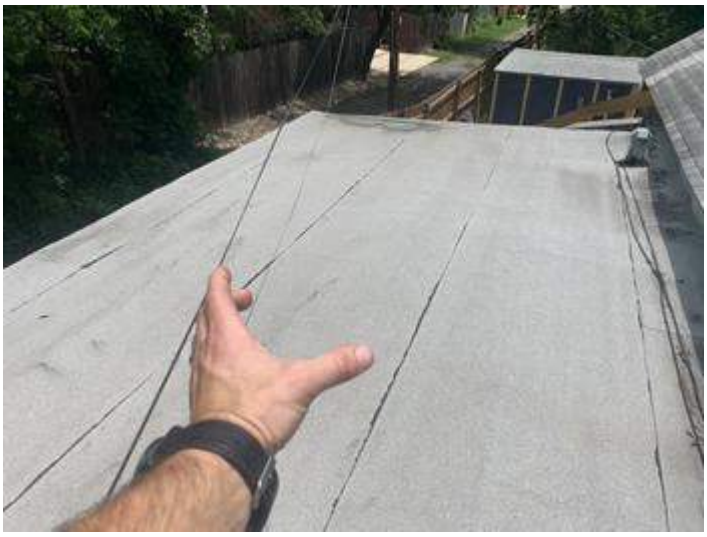
ABC
FLINTLASTIC

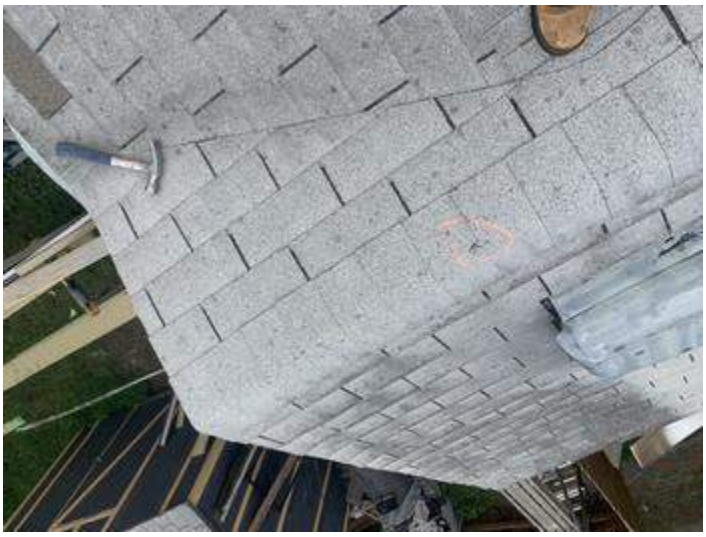
www.heritageccx.com

ABC

NTLASTIC
NTLASTIC







Fresh Coat Painters of Austin

4607 Evans Ave.
Austin, TX 78751
(512) 400-4308
www.freshcoatpainters.com/austin

Invoice

Date	Invoice #
7/25/2021	153

Bill To
Nneka Shoulds 1605 Leona St. Austin, TX 78702

P.O. No.	Terms	Project

Quantity	Description	Rate	Amount
1	Power Wash	286.71	286.71
1	Siding, Trim, Soffit, Doors, Stain Ceiling	4,005.33	4,005.33
1	Paint Shed, Trim	543.56	543.56
1	Paint Cabinets and Install Hardware	1,175.27	1,175.27
1	Credit Card Convenience Fee	204.37	204.37

Total $6,215.24

BOARD

1605
welcome
THE GOODE HOUSE

makita

SMOOTH SIDE MASTIC + ROUGH SIDE MORTAR

Cement Board with EdgeGuard