

1914

RE 2341 W. H. Symons

W H. Symons

John H. Shary

Emmanuel H. Shary

The International Land and Investment Co.

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Earnest Money Contract.

Omaha, Nebraska, Mar. 7th, 19 14.

RECEIVED from W. H. Symons, of the County of

and State of Oklahoma Postoffice address Newkirk, Route #1.

hereinafter called the "Purchaser," the sum of (\$ 1600.00), One Thousand Six Hundred
and no/100 ----- Dollars, as follows:

Cash by Check \$ 400.00

Note due Ninety days \$ 600.00

Note due Five Months \$ 600.00

Note due ----- \$ ----- Total amount \$1600.00

as EARNEST MONEY paid, and to be paid as evidenced by the above described notes, on the purchase price of the following described property, situated in the County of Hidalgo, State of Texas, namely:

Lot... Number 274 North Twenty Acres, containing twenty
acres, more or less, being out of and a part of the "JOHN H. SHARY SUBDIVISION" of Porciones Numbered
Fifty-eight (58), Fifty-nine (59) and Sixty (60) -----

according to the map or plat thereof now of record in the office of the County Clerk of said Hidalgo County, Texas, to which reference is hereby made for more complete description:

Which the undersigned, hereinafter called the "Seller," does hereby agree to sell and convey, or cause to be conveyed, to said Purchaser, and the latter does hereby agree to purchase from said Seller for the following price, and upon the following terms, conditions, stipulations and agreements, namely:

The price of said land is the sum of \$ 200.00 per acre, amounting to a total consideration of
(\$4000.00), Four Thousand and no/100 -----
Dollars, paid and to be paid as follows:

The earnest money paid, and to be paid as evidenced by the above described notes, shall apply as first payment, and the Purchaser shall have credit therefor upon said total price or consideration for the purchase of said lands, if he shall comply with the provisions hereof and consummate his purchase of said lands within the time and upon the conditions herein stated.

The purchaser shall assume and agree to pay the following vendor's lien notes, all dated Mar. 7th, 1914., all payable to the order of the Bankers Trust Company, Trustee, of Houston, Texas,

all bearing interest at the rate of six per cent per annum from date thereof until paid, and containing other provisions and stipulations customarily used in vendor's lien notes in Hidalgo County, Texas; and all being secured by a vendor's lien upon the above described lands; the principal amount and time of maturity of said notes being as follows:

No. 1 for \$ 200.00 -----, payable 1 year after date;

No. 2 for \$ 300.00 -----, payable 2 years after date;

No. 3 for \$ 300.00 -----, payable 3 years after date;

No. 4 for \$ 200.00 -----, payable 4 years after date;

No. 5 for \$ 200.00 -----, payable 5 years after date;

Being a total of \$ 1200.00 -----, for which the Purchaser shall have credit upon said total consideration, if he shall comply with the provisions hereof.

For the balance of said total consideration, being the sum of \$ 1200.00 -----, the Purchaser hereby agrees, upon demand or presentation, to execute and deliver to the Seller, the promissory vendor's lien notes of said Purchaser, the payment thereof to be secured by a vendor's lien on said land to be provided for in said notes and reserved in the deed to said Purchaser, all of which notes shall be payable to the order of

the Grantor in the deed to said Purchaser, at the office of the Bankers Trust Company in the City of Houston, Harris County, Texas;

shall bear interest from date until paid at the rate of six per cent per annum, payable annually; shall contain provisions and stipulations similar to those contained in the series of vendor's lien notes above described; and the principal amount and time of payment of said notes shall be as follows:

No. 1 for \$280.00	due Mar. 7, 1915	No. 6 for \$	due
No. 2 for \$180.00	due Mar. 7, 1916	No. 7 for \$	due
No. 3 for \$180.00	due Mar. 7, 1917	No. 8 for \$	due
No. 4 for \$280.00	due Mar. 7, 1918	No. 9 for \$	due
No. 5 for \$280.00	due Mar. 7, 1919	No. 10 for \$	due

The Purchaser shall assume and pay all taxes, legal assessments, rates and charges, and all water rentals, "Flat-rate," assessments and charges, accrued and to accrue upon and against said land for and during the year 1914, and thereafter.

The total consideration named herein is computed upon the basis of the acreage in said tract of land at the price per acre above mentioned, and should it appear that the actual acreage is more or less than herein stated such total consideration shall be increased or decreased accordingly, and allowance shall be made therefor by increasing or decreasing the amount of the principal of the notes to be executed by the Purchaser as above provided. The acreage included in the right-of-way for any main canal or lateral upon or crossing said land, designated upon the above mentioned plat, and which appears from said plat to be excluded from the acreage of the tract herein described, is not covered by this contract, shall not be conveyed hereunder, and shall not be computed in the acreage of the tract herein concerned. But it is expressly agreed and understood that all acreage included in the rights-of-way of all canals and laterals, other than those above mentioned, whether now located or to be hereafter located upon or across said land, and all acreage included in the rights-of-way of all public roads running along or across or upon or over the said land, is covered hereby, the fee thereof shall be conveyed subject to such easements, and all such acreage shall be paid for by the Purchaser hereunder. It is understood that the property lines of said tract of land run to the center of all public roads adjoining same, shown upon said plat above mentioned.

It is expressly agreed and understood that time is of the essence of this contract; and if the purchaser shall fail to pay the earnest money notes described first herein, or any part thereof, promptly, when due, and within the time stated for the maturity thereof, or shall make any default therein; or if the Purchaser shall fail or refuse to execute and deliver the vendor's lien notes as herein stipulated; the Seller shall have the right thereupon, and at any time thereafter while such default may continue, at the option of the Seller and as he may elect; to declare all the obligations of the purchaser as herein set forth and being the total consideration less said amount now paid in cash to be matured and same shall thereupon all be and become immediately due and payable, and to enforce specific performance hereof; or, to declare this contract to be at an end and all rights of the Purchaser hereunder to be forfeited, in which event all payments made by the Purchaser up to said time and including all said earnest money paid shall be forfeited to and retained by the Seller, as liquidated damages now agreed upon by the parties as covering such default, all other obligations of the Purchaser hereunder then unpaid shall be cancelled, and the Seller shall have and hold the said property free and clear of all obligation hereunder, and the Purchaser shall have no further right to a conveyance hereunder, or for the recovery of any of the purchase money paid, or otherwise; provided, if the Seller shall elect to exercise either such option hereunder he shall deposit in the mails a written notice addressed to the Purchaser at the above named postoffice address and the Purchaser shall have ten days from and after the date of the depositing of such notice in the mails in which to remove such default, and if the Purchaser shall fail to remedy or remove such default within said time then the exercise of said option by the Seller as stated in said written notice shall be final and of full force and effect, without the necessity of any further action or formality whatever. The remedies herein given the Seller shall be cumulative of all other remedies, legal or equitable.

It is further agreed that the possession and right of possession of said property shall be and remain in the Seller until such time as the Purchaser shall pay in cash as much as two-fifths of said total consideration and shall execute and deliver said vendor's lien notes and comply with all the obligations hereof to entitle him to the delivery of a deed hereunder; and if the Purchaser shall make any entry upon said premises prior thereto same shall be construed and held to be an entry as a tenant at will or sufferance of the Seller; and in the event the Purchaser shall make any default and the Seller shall declare this contract forfeited as above provided, the Seller shall have the right to remove the Purchaser from said premises at once and upon the date when the exercise of such option shall become effective as above provided, or at any time thereafter, and without any further notice or the necessity of any legal proceedings or other formality whatever; and in such case it shall be held and construed and conclusively deemed that the legal and actual possession and right of possession of said premises is then and at all times prior thereto has been and remained solely in the Seller.

It is further agreed and understood that the lands herein described are held for sale by the Seller and his or its agents, and this contract is made subject to any previous sale thereof, and if it shall appear that said property has been sold prior to the time of the signing of this contract, then the Seller shall return to the Purchaser all money paid and notes executed hereunder, and all property or the actual value of all property received from the Purchaser hereunder; and thereupon the Seller shall be relieved of any further liability hereunder; and it is now agreed that in such event same shall constitute the measure of damages and right of recovery of the Purchaser hereunder covering any default of the Seller hereunder.

It is further agreed and understood that if all or any part of said total consideration is agreed to be paid by the Purchaser conveying or delivering any lands or other property to the Seller, in exchange or partial exchange for the properties herein described; said agreement is made subject to the examination and approval of the Seller, and the latter shall have sixty days from and after the date of this contract in which to examine said property and to approve or reject the same; and in the event of approval and acceptance, but not otherwise, the Seller shall notify the Purchaser by letter addressed to the postoffice address named above and deposited in the mails within said sixty days; but in the event the seller shall not approve and shall reject said property no notice shall be required; and unless the Seller shall give such affirmative notice of acceptance within said time this contract shall be at an end and have no further force or effect; provided, that in such event of rejection the Seller shall return to the Purchaser all money paid and notes executed as above stated, and shall be under no further liability hereunder.

It is understood that the Seller holds a contract for the purchase and conveyance of the above described lands, to which this contract is made subject in all respects, and that the conveyance and warranty deed to the Purchaser to be made in pursuance hereof may be made by a third party who at the time of the execution and delivery of such deed shall be the record owner or holder of the title of said property.

It is further agreed and understood that said lands have been examined and inspected by the Purchaser prior to the execution of this contract. And it is agreed that if any of said lands are too high or too low or for any reason incapable of being practically irrigated from the canals and laterals of the irrigation system as constructed or to be constructed, same has been considered as an element in fixing the average price per acre for all said lands as herein stated, and the Purchaser shall settle for all such acreage, if any, incapable of being irrigated, without any deduction or allowance therefor or by reason thereof.

It is contemplated that small or sub-laterals may have to be constructed over and across the lands herein described, by the Seller or by the Grantor in the deed to be executed or by its or his or their assigns as the case may be, to supply water to other lands, of smaller subdivisions or quantities than the irrigation system or company has agreed to construct laterals to supply; and it is expressly agreed that a right-of-way is hereby reserved in this contract, and shall be reserved in the deed to the Purchaser, for the construction and maintenance over and upon and across said lands and any part thereof of any and all such small or sub-laterals as may be proper or necessary therefor; and this reservation shall inure to the benefit of the Seller, the Grantor in the deed to the Purchaser, his or its or their assigns, as the case may be, who shall at any and all times have the right to enter upon the said lands for the purpose of constructing and maintaining such laterals or necessary appurtenances.

If the Purchaser shall faithfully comply with each and all the provisions hereof and perform the obligations herein stated within the time herein set forth; and if and when the total payments made in cash by the Purchaser shall aggregate an amount equal to two-fifths of the total consideration for the purchase of said lands, and if and when the Purchaser shall expressly assume and undertake the payment of the vendor's lien notes above mentioned and other incumbrances as herein provided, and shall execute and deliver the vendor's lien notes as herein provided; then the Seller agrees to convey, or cause to be conveyed, within a reasonable time after such compliance by the Purchaser, the above described lands and premises to said Purchaser by a GENERAL WARRANTY DEED in usual form in accordance with the laws and customs of the State of Texas, and which deed shall contain the following special provisions, reservations and stipulations, namely: (a), said deed shall contain an assignment and transfer to said Purchaser of the WATER RIGHTS and contract for the irrigation of said lands from and under

the Mission Irrigation System.

as the said contract and conveyance of such rights now appears of record in said Hidalgo County, Texas, and the Purchaser shall accept said deed subject thereto, and shall therein agree and undertake to perform all the duties and obligations thereof or incident thereto incumbent upon the owner of the lands herein described now accrued or hereafter to arise or accrue; (b), said deed shall contain a provision whereby the Purchaser shall expressly assume and undertake the payment of the vendor's lien notes payable to the order of the Bankers Trust Company, Trustee,

hereinabove described; (c), said deed shall be made subject to all the provisions, reservations and stipulations, contained in the deed from the Bankers Trust Company, Trustee

conveying the lands herein described; (d), a vendor's lien shall be reserved in said deed on said lands securing the payment of the vendor's lien notes of the Purchaser as above described, and securing the performance by the Purchaser of all obligations and duties under said water contract, and compliance by the Purchaser with all the provisions, reservations and stipulations contained in said deed from the Bankers Trust Company, Trustee,

The Seller agrees to furnish and deliver to the Purchaser with said deed an original or copy of ABSTRACT OF TITLE of said lands, showing good and merchantable title in the Grantor in said deed, subject to the incumbrances and reservations herein mentioned; provided, the Seller may deliver such abstract at an earlier date. The Purchaser shall have thirty days from and after the date of the delivery of such abstract in which to examine or cause to be examined by a reputable Texas Attorney the said title, and deliver to the Seller notice in writing of any legal defects or valid legal objections to such title; and if such written objections are not delivered to the Seller within said time it shall be deemed that said title is accepted by the Purchaser. If the Purchaser shall deliver to the Seller within said time such notice in writing presenting any such valid legal objections to or defects in said title, then the Seller shall have a reasonable time thereafter in which to cure such defects and remove and remedy such objections, and when the Seller shall do this the Purchaser shall accept such title; but if the Seller shall fail or be unable to remove and remedy such defects, then the Seller shall return to the Purchaser all money paid, and all property received or the actual value of such property, and shall cancel all notes and obligations of the Purchaser herein described; and thereupon neither party shall be under any further liability to the other, and this contract shall be of no further force or effect.

It is expressly agreed and understood that the Purchaser shall not transfer or assign this contract without the written consent of the Seller first procured and endorsed hereon; and upon delivery of the deed this contract shall be surrendered and returned to the Seller.

This contract is executed in DUPLICATE ORIGINALS the date first above written. Witness the hands of the parties.

JOHN H. SHARY, SELLER.

By John H. Shary

The undersigned has read the foregoing contract and hereby accepts same and agrees to purchase the said property for the price and upon the terms and conditions above set forth, and to comply with all the obligations above stated.

W. H. Jones
PURCHASER.

ASSIGNMENT OF CONTRACT

.....day of.....A. D. 19.....

In consideration of.....Dollars, paid by.....
to.....hereby assign transfer all my right, title and interest in and under
the contract on the reverse hereof, to....., his heirs and
assigns, who hereby assumes all of my obligation thereunder.

ASSIGNOR.

I,, as Assignee above named, do hereby purchase and accept the
above assignment of the contract on the reverse hereof, and as part of the consideration thereof, and in consider-
ation of John H. Shary's consent thereto, do hereby covenant and agree to assume and fulfill all of the obligations
of my said assignor in said contract contained.

Witness my hand, this.....day of....., A. D. 191.....

ASSIGNEE.

JOHN H. SHARY consents to the above assignment and transfer of contract this the.....
day of, A. D. 191..... JOHN H. SHARY.

By.....

Earnest Money Contract
JOHN H. SHARY
TO
STATE OF TEXAS
The International Land and Investment Company
1202-1212 City National Bank Bldg., OMAHA, NEBRASKA

No.

\$

19

On or before _____ year after date, for value received, I, we, or either of us promise to pay to the order of **EMANUEL H. SHARY**, the sum of

DOLLARS,

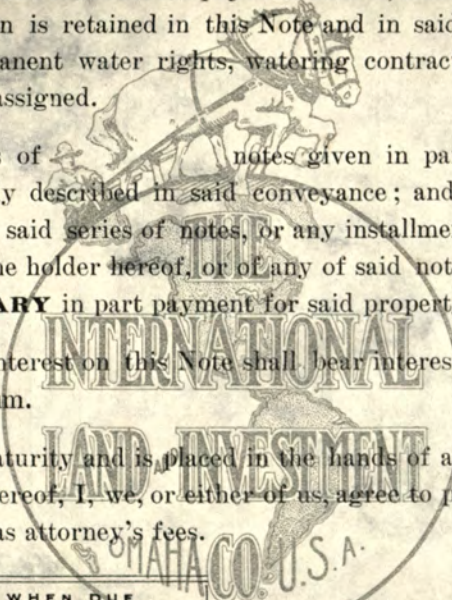
with interest thereon from date until paid at the rate of six per cent per annum, the interest payable annually as it accrues, both principal and interest payable at the office of the **Bankers Trust Company** in the City of Houston, Harris County, Texas.

This Note is given in part payment for a certain lot or parcel of land situated in Hidalgo County, Texas, and being _____ of Lot Number _____ containing _____ acres, more or less, of the JOHN H. SHARY SUBDIVISION of Porcoines, numbered 58, 59 and 60, according to Map thereof recorded in the Map Records of said Hidalgo County; this day conveyed to by said **EMANUEL H. SHARY**, and to secure the payment hereof, according to its tenor, principal, interest and attorney's fees, a vendor's lien is retained in this Note and in said conveyance, both upon said lands and premises and upon the permanent water rights, watering contract, rights, benefits and privileges, therein conveyed, transferred and assigned.

This Note is one of a series of _____ notes given in part payment for said property, all of even date herewith and all fully described in said conveyance; and it is understood and agreed that failure to pay this Note, or any of said series of notes, or any installment of principal or interest thereon when due, shall, at the option of the holder hereof, or of any of said notes, mature all said notes this date given to said **EMANUEL H. SHARY** in part payment for said property.

All past due principal and interest on this Note shall bear interest from maturity thereof until paid at the rate of ten per cent per annum.

If this note is not paid at maturity and is placed in the hands of an attorney for collection, or suit is brought to enforce the collection hereof, I, we, or either of us, agree to pay ten per cent additional upon the principal and interest due hereon, as attorney's fees.



W. H. Symons

CONSIDERATION	WHEN DUE		
	MONTH	DAY	YEAR
Cash, . . . \$			
Notes assumed, } \$			
<i>This Series of Notes</i>			
Note No. 1, \$			
Note No. 2, \$			
Note No. 3, \$			
Note No. 4, \$			
Note No. 5, \$			
Note No. 6, \$			
TOTAL, \$			

No.

\$

19

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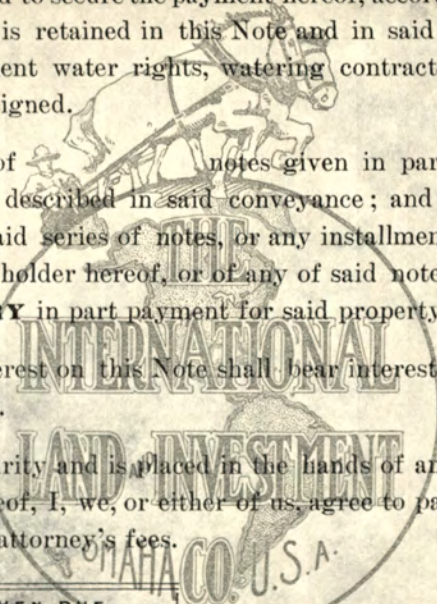
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This Note is one of a series of _____ notes given in part payment for said property, all of even date herewith and all fully described in said conveyance ; and it is understood and agreed that failure to pay this Note, or any of said series of notes, or any installment of principal or interest thereon when due, shall, at the option of the holder hereof, or of any of said notes, mature all said notes this date given to said **EMANUEL H. SHARY** in part payment for said property.

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Note No. 6, \$			
TOTAL, \$			

[Handwritten signature]

No.

\$

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DOLLARS,

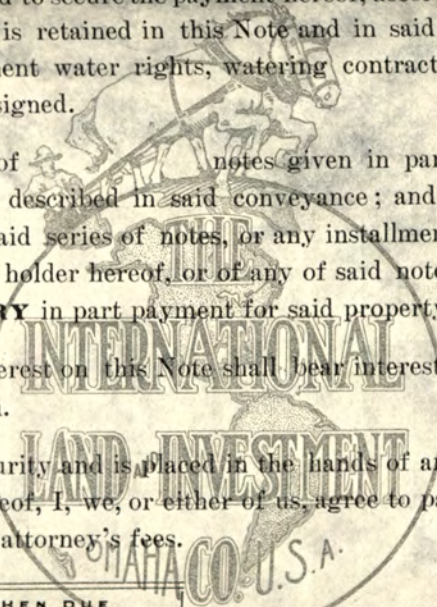
with interest thereon from date until paid at the rate of six per cent per annum, the interest payable annually as it accrues, both principal and interest payable at the office of the **Bankers Trust Company** in the City of Houston, Harris County, Texas.

This Note is given in part payment for a certain lot or parcel of land situated in Hidalgo County, Texas, and being _____ of Lot Number _____ containing _____ acres, more or less, of the JOHN H. SHARY SUBDIVISION of Porcoines, numbered 58, 59 and 60, according to Map thereof recorded in the Map Records of said Hidalgo County ; this day conveyed to by said **EMANUEL H. SHARY**, and to secure the payment hereof, according to its tenor, principal, interest and attorney's fees, a vendor's lien is retained in this Note and in said conveyance, both upon said lands and premises and upon the permanent water rights, watering contract, rights, benefits and privileges, therein conveyed, transferred and assigned.

This Note is one of a series of _____ notes given in part payment for said property, all of even date herewith and all fully described in said conveyance ; and it is understood and agreed that failure to pay this Note, or any of said series of notes, or any installment of principal or interest thereon when due, shall, at the option of the holder hereof, or of any of said notes, mature all said notes this date given to said **EMANUEL H. SHARY** in part payment for said property.

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W. H. Symons

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TOTAL, \$			

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with interest thereon from date until paid at the rate of six per cent per annum, the interest payable annually as it accrues, both principal and interest payable at the office of the **Bankers Trust Company** in the City of Houston, Harris County, Texas.

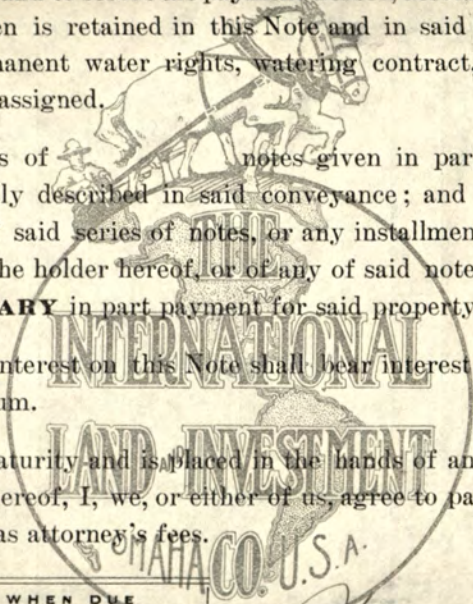
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by said **EMANUEL H. SHARY**, and to secure the payment hereof, according to its tenor, principal, interest and attorney's fees, a vendor's lien is retained in this Note and in said conveyance, both upon said lands and premises and upon the permanent water rights, watering contract, rights, benefits and privileges, therein conveyed, transferred and assigned.

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W. H. Lyons

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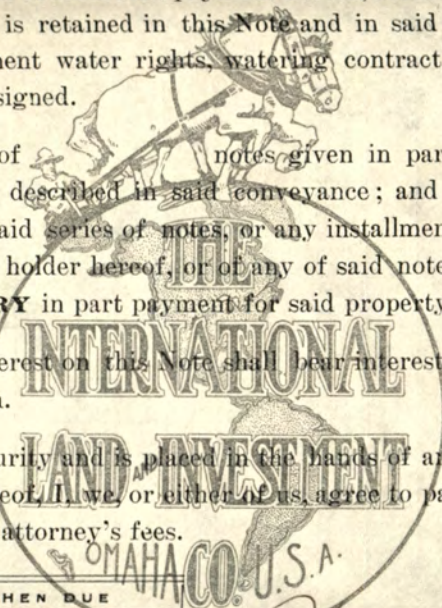
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W. H. Symons

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Note No. 5, \$			
Note No. 6, \$			
TOTAL, \$			

Sale No.

File No. *2341*

2341

**THE INTERNATIONAL
LAND AND INVESTMENT CO.**
INCORPORATED

TO
W. H. Symons,
Newkirk
Route #1 *Oklahoma*

Real Estate:

N. 20 acres Lot 274 J. H. Shaly
Sub. div. - Hidalgo Co. Texas
20 acres

Agents and Commissions:

DEED {
Ordered
Received
Delivered

CANCELLED
11-10-1917

Booked

3-11-14

Commission
Credited

Closed