

Porcion Jose Maria Balli

By

Pedro Rodriguez

Spring 2010

Dr. Russel Skowronek

Jose Maria Balli, Hidalgo County, Alamo, North Alamo Heights
Subdivision

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

During the establishment of Nuevo Santander, several tracts of land or rectangular parcels known as *porciones* were distributed to settlers and families along the Rio Grande Valley by Jose de Escandon. The distribution of these *porciones*, called land grants, indicate the significance of land history in the Rio Grande Valley that can be traced to the forefathers that participated in making it prosper. In a recent study of land title deeds performed at the Edinburg Court House, I was able to uncover and trace back the land history of my family dwelling to 1918 that belonged to porcion 72 and was originally granted to Jose Maria Balli (see appendix 13).

For approximately 37 years, my grandparents have occupied the dwelling (see Appendix 11) while I occupied it for approximately 19 years. The address of the residence to date, 813 E. Frontage road in Alamo, Texas, contains a Main house with 3 rooms, 2 restrooms, a living room, kitchen, garage and a *cuartito* (backside storage; see Appendix 12). The plot of land, Lot 6 in Section 2 of Lot 8, Block 37 of North Alamo Heights Subdivision (see Appendix 1) in Alamo, Texas was purchased November 10th 1973 by my Grandparents Antonio and Juanita De Los Santos from Trustee, J. Lynn Futch. The original grantors who entrusted J. Lynn Futch are known as David C. Christian and wife, Karen N. Christian (see Appendix 2). David C. Christian and Karen N. Christian purchased Lot 8 Block 47 from the General Funding Corporation on July 28th 1971 (see Appendix 3). During the same year of 1971, the General Funding Corporation had purchased the section of Lot 8, Block 37 from Trustee, Justin S. Liu on June 2nd 1971 (see Appendix 4). Justin S. Liu, was entrusted February 23rd 1971 by Bill Ed Talley, John D. Hicks, and Randall A. Odom (see Appendix 5). Prior to the entrustment, Bill Ed Talley, John D. Hicks, and Randall A. Odom purchased the West one-half of the East one-half of Lot 8, Block 37 from

Harold J. McCreary and wife, Vera G. McCreary, of Los Angeles, California; and Pearson C. McCreary and wife, Gennetta F. McCreary of Indiana on August 14th 1968 (see Appendix 6).

During August 24th 1955, Pearson C. McCreary and Harold J. McCreary purchased an undivided half interested in and to the North half of the West half of Lot 8, Block 37, and the West half of the East half of Lot 8, Block 37 from Jane B. McCreary, widow of J.C. McCreary (see Appendix 7). J.C. McCreary previously purchased the South half of the East half of the West half of Lot 8, Block 37 from Rudolph Weaver and Alice Walden Weaver, also known as Alice R. Walden, during the month of April 1942 (see Appendix 8). On the 28th day of June, Alice R. Walden, also known as Alice Walden Weaver, purchased the Southeast quarter of the West half of Lot 8, Block 37 from O.C. Walden and wife, Eliza Walden (see Appendix 9). O.C. Walden of Argyle Wisconsin previously acquired and purchased the East half of Lot 8 block 37 from the Alamo Land and Sugar Company after January 1st 1918 (see Appendix 10). The Alamo Land and Sugar Company was the last available record that I was able to retrace due to the inability to discover previous landholders and/or trustees.

In order to understand the natural environment and social interactions that may have existed when porciones were awarded in the Rio Grande, we must take into account the colonization of Nuevo Santander by Jose De Escandon in the 18th century. Jose de Escandon and the government awarded Porcion 72, which is occupied by the city of Alamo to this day, to Jose Maria Balli in 1767. Porcion 72 was one of the porciones bounded by the river for access to water and previously located in Reynosa (see Appendix 13). Considering that the Balli families were well noted for being successful in petitioning large land grants and because their wealth

allowed them to, it is likely that Jose Maria Balli fell into this category of privilege and was able to acquire Porcion 72.¹

Balli was granted 5,904 acres on May 15th 1768 and was indeed a privileged *antiguo agregado* (early settler) who was awarded a somewhat large tract because of porcion 72 being rough and brushy.² The ranching frontier during this time was expanding at a rapid pace and resulted in the development of many ranching empires as well as intermarrying practiced by the Balli family.¹ Eloy Z. Gonzalez also suggests that intermarrying was made common during the time of his great grandparents who were 1st cousins.³ Although ranching did not become significant until the 19th century, it should be noted that Porcion 72 took part in the early stages of agricultural expansion that were advancing north of the Rio Grande.

When agriculture expanded along the porciones, it made a significant impact on the food that was eaten and the food that we eat today along the Rio Grande Valley. From personal experiences, I grew up maintaining a diet that was heavily dependent on beans, squash, *tortillas*, *enchiladas*, *tamales*, *machacado con huevos*, *chiles*, and *spices* that are all noted as being part of the common foods that developed in early stages of ranching along the Rio Grande.¹ The significance of food implemented during my lifetime suggests the cultural continuation of foods developed from typical ranch families after the growth of porciones. Eloy Z. Gonzalez also mentions his familiarity with *tamales* and his encounter of them north of Texas, which suggests the acculturation of food to a broader level.²

¹ C. Allen Jones, "Settlements Between The Rio Grande and Rio Nueces" in *Texas Roots: agriculture and rural life before the Civil War* (TAMU Press March 1st 2005) 61,66, 69, 70

² Galen D. Greaser, *New Guide To Spanish and Mexican Land Grants in South Texas* (Austin Texas General Land Office: Jerry Patterson, Commissioner 2009), 195

³ Pedro Rodriguez, Geoffrey Waters, Michelle Martinez, trans., *Oral History With Eloy Z. Gonzalez* UTPA 2010

Social interactions may have been at odds along the Rio Grande during the development of porciones after they were awarded. The Indians, Mexicans and Anglos were said to have been in constant conflict with one another throughout the expansion of the ranching frontiers. Indians often attacked isolated ranches so people along the Rio Grande often had to build their ranches in close proximity to one another.⁴

Eloy Z. Gonzalez also comments on a situation that may have arisen in response to the frequent battle between the Indians and the Ranchers. He mentions that a number of killings took place during the early 1900's between the Texas Rangers and the Mexicans. More specific, there was an account of a group of Mexican Males who were arrested by the Texas Rangers in conspiracy of killing a Texas Ranger and were shot to death nearby Sal Del Rey for allegedly trying to escape.⁵ During the 20th century when Eloy Z. Gonzalez was growing up he also mentions that schools were segregated between the Anglo and Hispanic communities.⁵ Mexican children who eventually learned English would be transferred to the Anglo school. Eloy also mentions that nuns would wait for children to get out of school so they could have them attend church.⁵ Religious alterations also existed throughout the development of life in the Rio Grande Valley.

What can be interpreted from these examples is that there have been consistent social struggles from all sides of the spectrum arising from the development of porciones during the 18th and 19th century. These transformations along the border have shaped the ecological areas,

⁴ C. Allen Jones, "Settlements Between The Rio Grande and Rio Nueces" in *Texas Roots: agriculture and rural life before the Civil War* (TAMU Press March 1st 2005) 65

⁵ Pedro Rodriguez, Geoffrey Waters, Michelle Martinez, trans., *Oral History With Eloy Z. Gonzalez* UTPA 2010

attitudes and beliefs of those who inhabit the areas that were once porciones. There is much unspoken history that goes overlooked along the Rio Grande Valley and in order to retrace back our cultural heritage it is first important to understand how it has evolved through periods of time and how generations of cultures have made their input in the New World.



MAP OF NORTH ALAMO HEIGHTS SUBDIVISION, HIDALGO COUNTY, TEXAS. DATE 11-00. JAN 27, 1972. THIS SUBDIVISION OF LAND IS IN ACCORDANCE WITH THE ACTS OF THE LEGISLATURE OF THE STATE OF TEXAS.

APPROVED FOR RECORDING: [Signature]

APPROVED FOR EXCESSIVE: [Signature]

APPROVED: [Signature]

STATE OF TEXAS, COUNTY OF HIDALGO. I, [Signature], County Clerk, do hereby certify that the foregoing is a true and correct copy of the original as filed in my office.



State of Texas
County of Hidalgo
KNOW ALL MEN BY THESE PRESENTS, that we, David C. Christian and wife Karen H. Christian, owners of the property described and delineated herein as NORTH ALAMO HEIGHTS SUBDIVISION, do hereby vote submission of said property to the City of Dallas, Texas, for inclusion in the City of Dallas, Texas, and do hereby agree to the following conditions: 1.1) All lots shall be used for residential purposes only... 1.2) Minimum approach of Lots #1 thru #8 inclusive of Section 1 shall conform with the requirements of the Texas Building Department... 1.3) All sanitary facilities shall be connected to sanitary sewers and shall conform to the requirements of the Hidalgo County Health Department... 1.4) No lot or parcel of land shall have less than 3,000 square feet of area for residential purposes, nor less than 40 feet of street frontage.

Witness our hands in Houston, Harris County, Texas this the 18th day of August, 1972.
David C. Christian
Karen H. Christian
Notary Public in and for Harris County, Texas
Annmarie A. Schaefer

1973

Appendix 2

STATE OF TEXAS } 386 *dy 2.50*
 COUNTY OF HIDALGO } KNOW ALL MEN BY THESE PRESENTS:
 That DAVID C. CHRISTIAN and wife, KAREN N. CHRISTIAN
 of Harris County, Texas hereinafter called grantor, in consideration of the sum of

--TEN AND NO/100 (\$10.00)----- DOLLARS
 to said grantor in hand paid by the grantee hereinafter named, the receipt of which is hereby acknowledged, and the
 further consideration of the execution and delivery by the grantee hereof of his one certain promissory note of even
 date herewith, in the principal sum of TWO THOUSAND AND NO/100 (\$2,000.00)----- DOLLARS,
~~THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED AND THE FURTHER CONSIDERATION OF THE EXECUTION AND DELIVERY BY THE GRANTEE~~
 payable to the order of UNITED STATES OF AMERICA
 hereinafter called payee, representing funds advanced by payee to the grantor herein, at the request of and as a loan to
 the grantee herein as part of the purchase price of the property herein conveyed, which note is payable as specified
 therein and bears interest at the rate specified therein, and contains the usual accelerated maturity, provides for at-
 torney's fees specified therein and has default clause, and in addition to the vendor's lien retained herein in favor of
 payee securing its payment, the grantee herein executed a deed of trust of even date with said note to

J. LYNN FITCH Trustee; have Granted, Sold and Conveyed,
 and by these presents do Grant, Sell and Convey unto ANTONIO DE LOS SANTOS and wife,
 JUANITA DE LOS SANTOS, as joint tenants,
 of Hidalgo County, Texas, herein called grantees, all that certain property situate in the County
 of Hidalgo State of Texas, described as follows, to-wit:

All of Lot No. Six (6), in Section No. Two (2) of North Alamo Heights
 Subdivision, an addition to the City of Alamo, Hidalgo County, Texas,
 as shown on the map or plat thereof which is recorded in Book 18, pg.
 25, of the Map Records of Hidalgo County, Texas; SAVE AND EXCEPT all oil
 gas and other minerals in and under said lot which are hereby reserved
 and not conveyed;
 SUBJECT to assessments, rules, regulations and rights in favor of Hidalgo
 County Water Improvement District No. 2, and all easements;
 SUBJECT to all easements for streets, alleys and utilities as provided
 for in the Dedication of Cabana South Subdivision as shown on map re-
 corded in Book 17, pg. 40 of the Map Records, Hidalgo County, Texas;
 and also restrictions, covenants and agreements contained in said
 Dedication insofar as the North 58.32 feet of the tract in question is
 concerned;
 SUBJECT to all easements for streets, alleys and utilities as provided
 for in the Dedication of North Alamo Heights Subdivision as shown on map
 recorded in Book 18, pg. 25, of the Map Records of Hidalgo County, Texas;

"This conveyance is made subject to the following matters, to the extent same are in effect at this time: Any and all
 restrictions, covenants, conditions and easements, if any, relating to the hereinabove described property, but only to the
 extent they are still in effect, shown of record in hereinabove mentioned County and State, and to all zoning laws, res-
 trictions and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are
 still in effect, relating to the hereinabove described property."

TO HAVE AND TO HOLD the said premises, together with all rights, hereditaments and appurtenances thereto
 belonging, unto the said grantees above named, his heirs and assigns forever. And grantor does hereby bind himself, his
 heirs, executors and administrators, to Warrant and Forever Defend the title to the said property unto the said grantees
 above named, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any
 part thereof.

But it is expressly agreed and stipulated that a vendor's lien is retained in favor of payee who will hold superior
 title in and to the above described property, premises and improvements, and the title in the grantee will not become
 absolute until the above described note, together with all renewals and extensions thereof, and all interest and other
 charges therein stipulated, are fully paid, according to the face and effect and reading thereof, when this deed shall be-
 come absolute; and it shall be the same as if a vendor's lien was retained in favor of the grantor herein and assigned by
 proper assignment to payee without recourse on grantor in any manner for the payment of said indebtedness.

When this deed is executed by more than one person, it shall be construed as though grantor were written gran-
 tor and words in their number were changed to correspond; and pronouns of the masculine gender, wherever used
 herein, shall include persons of the female sex and corporations and associations of every kind and character; and the
 words "heirs, executors and administrators", when this instrument is executed by a corporation shall be construed to
 mean successors and assigns. If grantor is more than one person it shall be construed as though grantor were written
 grantor and words in their number were changed to correspond and pronouns of the masculine gender, where used
 herein as to the grantor, shall be construed to include persons of the female sex, corporations and associations of every
 kind and character, and as to a corporation, the word heirs shall be construed as successors.

EXECUTED this 10th day of November, 1972.

 David C. Christian

 Karen N. Christian

20

STATE OF TEXAS
 COUNTY OF Waller
 Before me, the undersigned authority, on this day personally appeared David C. Christian and wife, Karen H. Christian
 known to me to be the person whose name is set forth subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein expressed.
 Given under my hand and seal of office, this Seventh day of November, 1972
 Notary Public Harold E. Dutton Waller County, Texas
 4-39-62-99-68



386

General Warranty Deed
 With Lien in Favor of Third Party

DAVID C. CHRISTIAN, ET UX
 TO
 ANTONIO DE LOS SANTOS, ET UX

FILED FOR RECORD THIS DATE
 At 11:32 o'clock A.M.

JAN 5 1973
 SHERIS SKIDMORE, Notary
 County Clerk, Waller County, Texas
 By [Signature]

1-1-73
 SHERIS SKIDMORE, Notary
 County Clerk, Waller County, Texas
 EDINBURG, TEXAS 78539

13204 DEED

The State of Texas, } **Know All Men by These Presents:**
 County of HIDALGO. }

That GENERAL FUNDING CORPORATION, a Texas corporation,

of the County of Harris State of Texas for and in consideration of the sum of

TEN AND NO/100ths and other good and valuable consideration DOLLARS
 to it in hand paid by DAVID C. CHRISTIAN and wife, KAREN N. CHRISTIAN

Additional:

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said DAVID C. CHRISTIAN and wife, KAREN N. CHRISTIAN

of the County of Harris State of Texas all that certain real estate situated in Hidalgo County, Texas, more particularly described as follows, to-wit:

2.42 acres of land, more or less, out of Lot 5, Block 36, and Lot 8, Block 37, of the Alamo Land and Sugar Company's subdivision of lands out of Porcion 72, Los Torritos, Santa Ana and El Gato Grants, Hidalgo County, Texas, as per map recorded in Volume 1 pp. 24 et seq., of the Map Records of Hidalgo County, Texas, more particularly described as follows, to-wit: Beginning at the S.E. Corner of the N. 1/2 of the W. 1/2 of Lot 8, Block 37, Thence N. 81 deg. 12' 30" W., 660.0' to the S.W. Corner of the N. 1/2 of Lot 8, Block 37, Thence N. 81 deg. 12' 30" W., 1280.3' to an Iron Pipe in the East R.O.W. Line of State Farm Road 907, Thence N. 8 deg. 47' 40" E., 3.5' to an Iron Pipe, Thence N. 53 deg. 47' 56" E., 49.5' to an Iron Pipe, Thence S. 81 deg. 12' 04" E. 225.0' to an Iron Pipe, Thence S. 85 deg. 00' 56" E., 300.67' to an Iron Stake, Thence S. 81 deg. 12' 04" E., 1380.3' to an Iron Pipe, Thence S. 8 deg. 47' 40" W., 58.24' to the place of beginning, and being approximately 2.42 acres of land, more or less.

Said 2.42 acres being also shown as Lots A, B, C, D & E, and Lots 1 to 14 inclusive, Section 3, of Cabana South Subdivision, a Resubdivision of

DEED

the North 1/2 of Lot 5, Block 36, and the North 1/2 of the West 1/2 of Lot 8, Block 37, and the West 1/2 of the East 1/2 of Lot 8, Block 37, of the Alamo Land and Sugar Company's Subdivision, according to map recorded in Volume 17, p. 40, Map Records, Hidalgo County, Texas; SUBJECT TO outstanding oil, gas and mineral interests of record; SUBJECT TO easements of record; SUBJECT TO rules, regulations and easements of Hidalgo County Water Control and Improvement District No. 2.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said

DAVID C. CHRISTIAN and wife, KAREN H. CHRISTIAN, their

heirs and assigns forever and it do hereby bind & itself, its successors and assigns, to Warrant and Forever Defend, all and singular the said premises unto the said DAVID C. CHRISTIAN and wife, KAREN H. CHRISTIAN, their

heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS its hand at McAllen, Texas, this 28 day of July, 1971.

GENERAL FUNDING CORPORATION By: J. Hamblin Carruth, President Witness at request of Grantor: MRS. Virginia Carruth, Secretary

DEED

CORPORATION ACKNOWLEDGMENT

THE STATE OF TEXAS, COUNTY OF HIDALGO.

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

known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said GENERAL FUNDING CORPORATION

corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30 day of July, A. D. 1971. H. J. STAMPER, Notary Public in and for Hidalgo County, Texas.

84-The Oiler Company, Publishers-Dallas, TEXAS

13204

Warranty Deed

FROM

GENERAL FUNDING CORPORATION,
a Texas corporation

TO

DAVID C. CHRISTIAN and wife,

MAHER N. CHRISTIAN

FILED FOR RECORD

The 21st day of July, A.D. 1974

at San Antonio, TEXAS

[Signature] County Clerk

[Signature] Deputy

RECORDED

In Book _____

Page _____

County Clerk

Deputy

Recording Fee \$ _____

This instrument should be filed immediately with

the County Clerk's Office at San Antonio, Texas

Attorneys at Law, McAllen, Texas

Trustee → Grantee

Appendix 4

13202 DEED TEXAS STANDARD FORM

The State of Texas, } DEED
County of HIDALGO } Know All Men by These Presents:
That I, Justin S. Liu, Trustee, and ~~Randall A. Odom~~, Trustee,

of the County of Hidalgo State of Texas for and in consideration
of the sum of Ten Dollars and other good and valuable considerations DOLLARS
to Us in hand paid by General Funding Corporation, Alamo, Texas,

As settlement and payment in full for an undivided interest owned by as follows:
General Funding Corporation; In and to 24 Acres more or less, as described by Deed from Bill Ed Talley, John D. Hicks, and Randall A. Odom to Justin Liu, Trustee; The same being recorded in the Warranty Deed Records in Volume 1280, Pages 196-198, Edinburg, Hidalgo County, Texas; Reference to which is hereby made as though the same were a part hereof.

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said
General Funding Corporation, of Alamo,

of the County of Hidalgo State of Texas all that certain
Tract or Parcel of Land as is hereinafter described in accordance with
Survey made thereof by John V. Mikels, Registered Land Surveyor, as of
26 April 1971; As follows, Beginning at the S.E. Corner of the N1/4 of the
W1/4 of Lot 8, Block 37 thence N. 81°12'30"W., 660.0' to the SW Corner of
of the N1/4 of Lot 8, Block 37, Thence N. 81°12'30" W., 1280.3' to an Iron
Pipe in the East R.O.W. Line of State Farm Road 907., Thence N. 8°47'40"E.,
3.5' to an Iron Pipe., Thence N. 53°47'56"E., 49.5' to an Iron Pipe.,
Thence S. 81°12'04"E. 225.0' to an Iron Pipe., Thence S. 85°00'56"E., 300.67'
to an Iron Stake., Thence S. 81°12'04"E. 380.3' to an Iron Pipe., Thence
S. 8°47'40"W., 58.24' to the place of beginning, and being approximately
2.42 Acres of Land more or less. The same being out of the Alamo Band and
Sugar Company's Subdivision of Land out of Porcion 72, Los Torritos, Santa
Anna and El Gato Grants, in Hidalgo County, Texas.

DEED

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Justin Liu, Trustee, and ~~Trustee, and~~

~~Trustee, and~~ ^{JSL}
~~Trustee, and~~ ^{Chie.}
heirs and assigns forever and We do hereby bind Our

heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said GENERAL FUNDING CORPORATION, Their

heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS Our hands at Houston, Harris County, Texas,
this 2nd day of June, 1977

Justin Liu

Witness at request of Grantor:

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS, }
COUNTY OF

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared
JUSTIN LIU
known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that ~~they~~ executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 2nd day of June A. D. 1977

(L. S.)

Shirley W. Taylor

Notary Public in and for Harris County, Texas

13202

11

Marrantly Depd

FROM

TO

FILED FOR RECORD

This Order of Probate A.D. 1971
336 of Book 11

BANTOS SILDANA

Hidalgo

County Clerk

By A. R. Miller Deputy

RECORDED

A.D. 19

In _____ County Records

In Book _____ on Page _____

By _____ County Clerk

By _____ Deputy

Recording Fee \$ _____

This instrument should be filed immediately with

the County Clerk for Record.

Chas. E. Fryer

Starford, Kelly & Shaber, Attorneys

Kelham, Texas

The Date Given, Publication, Place

Grantors -> Trustee

Appendix 5

3590

DEED

2 5/11/71

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

THAT WE, BILL ED TALLEY, JOHN D. HICKS AND RANDALL

A. ODOM, not joined by our respective wives for the reason that the hereinafter described and conveyed real property constitutes no part of our residence or business homesteads, for and in consideration of the sum of TEN (\$10.00) DOLLARS to us paid and secured to be paid by JUSTIN LIU, TRUSTEE, as follows:

One certain Vendor's Lien note of even date herewith in the principal sum of \$35,000.00 payable to the order of Cyril Smith, Jr., Trustee, and executed by Justin Liu, Trustee, which sum was advanced at the special instance and Request of the grantee herein, said note bearing interest as therein specified, and being finally payable on or before February 22, 1972, reference to which note is here made for full particulars, said note being additionally secured by Deed of Trust of even date herewith to E. H. Hammond, Jr., Trustee, for the benefit of Cyril Smith, Jr., Trustee; and

One certain secondary vendor's Lien Note of even date herewith in the principal sum of \$20,500.00 payable to the order of Randall A. Odom, Trustee, and executed by Justin Liu, Trustee, said note bearing interest as therein specified, and being payable in annual installments of not less than \$4,000.00 each, plus accrued interest, the first of said installments to become due and payable on or before February 22nd, 1972, and one installment to become due and payable on the same day of each calendar year thereafter until the full and final payment thereof, reference to which note is here made for full particulars, said note being additionally secured by secondary deed of trust of even date herewith to E. H. Hammond, Jr., Trustee, for the benefit of Randall A. Odom, Trustee;

have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto the said JUSTIN LIU, TRUSTEE, all that certain tract or parcel of land described as follows, to-wit:

All that certain tract or parcel of land lying and being situated in Hidalgo County, Texas, more particularly described as follows, to-wit:

The North one-half (1/2) of Lot Five (5), Block Thirty Six (36); the north one-half of the West one-half (1/2) of Lot Eight (8), Block Thirty Seven (37); and the West one-half of the East one-half (1/2) of Lot Eight (8) Block Thirty Seven (37), all out of the Alamo Land and Sugar Company's Subdivision of land out of Porcion 72, Los Torritos, Santa Ana and El Gato Grants, in Hidalgo County, Texas, according to the map or plat thereof on file and of record in the office of the County Clerk of Hidalgo County, Texas, to which reference is here made for all purposes; SAVE and EXCEPT 16.04 acres thereof heretofore awarded to the State of Texas, as set forth in Certified Copy of Condemnation Judgment in Cause No. CON 302, dated January 10, 1962, and recorded in Vol. 1026, page 461, Deed of Records, Hidalgo County, Texas, and containing twenty-four (24) acres, more or less,

and being the same property described in deed from Harold J. McCreary, et al, to Randall A. Odom, et al, dated August 14th, 1968, and

DEED

in Vol. 1218 page 813, Deed Records of Hidalgo County, Texas, reference to which is hereby made;

TO HAVE AND TO HOLD, the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said JUSTIN LIU, TRUSTEE, his heirs and assigns forever, and we do hereby bind ourselves, our heirs, executors and administrators, to WARRANT and FOREVER DEFEND, all and singular the said premises unto the said JUSTIN LIU, TRUSTEE, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed and stipulated that the Vendor's Liens are retained against the above described property, premises and improvements, until the above described notes, and all interest thereon, are fully paid according to their face and tenor, effect and reading, when this deed shall become absolute.

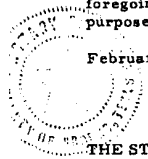
WITNESS our hands this the 23rd day of February, 1971.

Bill Ed Talley
BILLED TALLEY
John D. Hicks
JOHN D. HICKS
Randall A. Odom
RANDALL A. ODOM

THE STATE OF TEXAS
COUNTY OF Brewster

Before me, the undersigned authority, on this day personally appeared Bill Ed Talley, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 27th day of February, 1971.

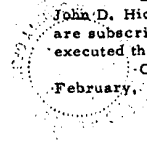


Dorothy P. Hodges
Notary Public in and for
Brewster County, Texas

THE STATE OF TEXAS
COUNTY OF Harris

Before me, the undersigned authority, on this day personally appeared John D. Hicks and Randall A. Odom, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 24 day of February, 1971.



S. H. Harris
Notary Public in and for
Harris County, Texas

3590

DEED

FILED FOR RECORD THIS DATE
At 2:00 o'clock P.M.

MAR 5 1971

SANTOS SALDANA
County Clerk, Hedberg County, Texas
By Santos Saldana Deputy

RETURN TO:
Dallas Title Company of Houston
2328 Fannin
Houston, Texas 77002
Att'n: Mr. E. B. Farris

CHARGE: Valley Abstract Company

1968

Approved

150—WARRANTY DEED (WITH VENDOR'S LIEN) DEED TEXAS STANDARD FORM

The State of Texas, } 17650
County of HIDALGO. } Know All Men by These Presents: 3/2/68

That we, HAROLD J. McCREARY and wife, VERA G. McCREARY, of Los Angeles County, California; and PEARSON C. McCREARY and wife, GENNETTA P. McCREARY,

of the County of Delaware State of Indiana for and in consideration of the sum of

TEN AND NO/100ths -----DOLLARS
and other good and valuable consideration
to us paid, and secured to be paid, by BILL ED TALLEY, JOHN D. HICKS and RANDALL A. ODOM as follows:

One certain Vendor's Lien Note in the principal sum of \$20,000.00, of even date herewith, payable in five annual installments of \$3,300.00 each, and a final payment of \$3,500.00, plus interest at the rate of seven (7%) per cent per annum, the first installment being due and payable on or before the 15th day of August, 1969, and one installment to become due and payable on or before the 15th day of August each succeeding year thereafter, until the whole principal sum is paid.

The indebtedness above described is additionally secured by a Deed of Trust of even date herewith from Grantees herein to Howard J. Stafford, Jr. for the benefit of Grantors herein.

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said BILL ED TALLEY, JOHN D. HICKS and RANDALL A. ODOM

of the County of Nueces State of Texas all that certain real estate situated in Hidalgo County, Texas, more particularly described as follows, to-wit:

The North one-half (N½) of Lot 5, Block 36; the North one-half (N½) of the West one-half (W½) of Lot 8, Block 37; and the West one-half (W½) of the East one-half (E½) of Lot 8, Block 37, all out of the Alamo Land and Sugar Company's Subdivision of lands out of Porcion 72, Los Torritos, Santa Ana and El Gato Grants, in Hidalgo County, Texas, according to the map or plat thereof on file and of record in the office of the County Clerk of Hidalgo County, Texas, to which reference is here made for all purposes; SAVE AND EXCEPT 16.04 acres thereof heretofore awarded to the State of Texas, as set forth in Certified Copy of Condemnation Judgment in Cause No. CON 302, dated January 10, 1962, and recorded in Volume 1026, Page 461, Deed Records, Hidalgo County, Texas; SAVE AND EXCEPT an undivided one-half (1/2)

DEED

814

of oil, gas and other minerals in, on, or under said property, which are specifically reserved to Grantors, Grantors herein conveying to Grantees an undivided one-half (1/2) interest in and to said oil, gas and other minerals;

SUBJECT TO Easements, rules, regulations and rights in favor of Hidalgo County Water Improvement District No. 2, easements for roads and shown on the map of the above described subdivision, and all visible easements;

SUBJECT TO Easement for highway purposes across the West 40 feet of the North one-half (N $\frac{1}{2}$) of Lot 5, Dated April 23, 1956, recorded in Volume 860, Page 242, Deed Records, Hidalgo County, Texas.

Grantees assume and agree to pay 1968 and subsequent years taxes.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said

BILL ED TALLEY, JOHN D. HICKS, and RANDALL A. ODOM, their

heirs and assigns forever and we do hereby bind ourselves, our heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said BILL ED TALLEY, JOHN D. HICKS and RANDALL A. ODOM, their

heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property, premises and improvements, until the above described note, and all interest thereon are fully paid according to its face and tenor, effect and reading, when this deed shall become absolute.

WITNESS our hands at McAllen, Texas,

this 14th day of August 19 68.

Witness at request of Grantor:

Harold J. McCreary
Vera G. McCreary
Pearson C. McCreary
Gennetta F. McCreary

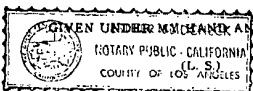
DEED

CALIFORNIA SINGLE ACKNOWLEDGMENT
THE STATE OF TEXAS,
COUNTY OF LOS ANGELES.

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

HAROLD J. McCREARY

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



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 15th day of August A. D. 1968.

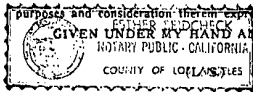
Notary Public in and for Los Angeles County, Calif.

CALIFORNIA WIFE'S SEPARATE ACKNOWLEDGMENT
THE STATE OF TEXAS,
COUNTY OF LOS ANGELES.

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

VERA G. McCREARY, wife of HAROLD J. McCREARY

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said VERA G. McCREARY acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 15th day of August A. D. 1968.

Notary Public in and for Los Angeles County, Calif.

INDIANA JOINT ACKNOWLEDGMENT
THE STATE OF TEXAS,
COUNTY OF DELAWARE.

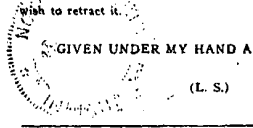
BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared

PEARSON C. McCREARY and GENNETTA F. McCREARY, his wife, both

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said

GENNETTA F. McCREARY, wife of the said PEARSON C. McCREARY

having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said GENNETTA F. McCREARY acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.



GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 19th day of August A. D. 1968.

Notary Public in and for Delaware County, Delaware

THE STATE OF TEXAS,
COUNTY OF

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

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

County Clerk County, Texas
By Deputy.

17456

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Warranty Deed

(WITH VENDOR'S LIEN)

FROM
HAROLD J. MCCREARY AND WIFE,
VERA G. MCCREARY, AND
PEARSON C. MCCREARY AND WIFE,
GENNETTA P. MCCREARY

TO
BILL ED TALLEY, JOHN D. HICKS
AND RANDALL A. ODOM

FILED FOR RECORD

This.....day of..... A. D. 19.....
at.....o'clock.....M.

County Clerk

By..... Deputy

FILED FOR RECORD THIS DATE

At 4¹⁵ o'clock P.M. A. D. 19.....

In..... NOV 26 1968..... County Records

Book..... SANTOS SALDANA..... on Page.....
County..... Tarrant County, Texas

By..... Deputy County Clerk

By..... Deputy

Recording Fee \$.....

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

Retain to:
Mr. David Spann & Sonnet
90 Bell 1777
P.O. Box 78
The Ode Company, Publishers, Dallas

Chg. Harold J. Stafford

widow of JC McCreary

1955

Appendix 7

285

126—Warranty Deed

Texas Standard Form

16288

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HIDALGO

THAT I, JANE B. McCREARY, a widow,

of the County of Hidalgo State of Texas for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration,

~~XXXXXX~~

to me in hand paid by PEARSON C. McCREARY AND HAROLD J. McCREARY,

as follows:

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said PEARSON C. McCREARY of Delaware County, Indiana, and HAROLD J. McCREARY of the County of DuPage State of Illinois all that certain Lot, Tract or Parcel of land situated in the County of Hidalgo, State of Texas, as follows, to-wit:

An undivided one-half (1/2) interest in and to The North half of the West half of Lot No. Eight (8), Block No. Thirty-seven (37), and the West half of the East half of Lot No. Eight (8), Block No. Thirty-Seven (37), both being out of the Alamo Land and Sugar Company's Subdivision of lands out of Porcione 72, Los Torritos, Santa Ana and El Gato Grants, Hidalgo County, Texas, according to the map or plat thereof on file and of record in the office of the County Clerk, Hidalgo County, Texas, reference to which is here made for further description;

SUBJECT TO outstanding oil, gas and mineral interests of record.

SUBJECT TO taxes for the year 1955 and subsequent years.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said PEARSON C. McCREARY and HAROLD J. McCREARY, their heirs and assigns and I do hereby bind myself, my heirs, executors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said PEARSON C. McCREARY and HAROLD J. McCREARY, their heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS my hand at McAllen, Texas,

this 24th day of August, 19 55.

Witness at request of Grantor:

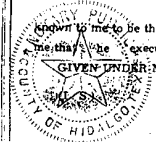
Jane B. McCreary
Jane B. McCreary

296 84/296

THE STATE OF TEXAS,
COUNTY OF HIDALGO

SINGLE ACKNOWLEDGEMENT.

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared JANE B. McCREARY, a widow, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.



GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 19th day of August A. D. 19 55.
H. J. STAFFORD
Notary Public in and for Hidalgo County, Texas.

Filed for Record on the 22nd day of September A. D. 1955 at 3:34 o'clock P. M.
Duly Recorded this the 30th day of September A. D. 1955 at 11:38 o'clock P. M.
Instrument No. 46293
GEO. L. ANDERSON, County Clerk
Hidalgo County, Texas
By T. Garcia - Deputy

1942

Appendix C

#14751

WARRANTY DEED

ALICE WALDEN WEAVER,

TO

J. C. McCREERY.

The State of Texas, }
County of HIDALGO }

Know all Men by These Presents:

That Alice Walden Weaver (nee Alice H. Walden) and Rudolph Weaver, her husband of the County of Alachua State of Florida for and in consideration of the sum of Ten Dollars and other valuable considerations, to us in hand paid by J. C. McCreery, receipt of which is hereby acknowledged.

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said J. C. McCreery, of the County of Hidalgo State of Texas the following described tract, piece or parcel of land in Hidalgo County, Texas, being the South half of the East Half of the West half of Lot eight (8), in Block thirty-seven (37) out of the Alamo Land and Sugar Company's subdivision of lands out of Porcion 72, Los Yorritos, Santa Ana and El Gato Grants, in Hidalgo County, Texas.

This conveyance is made subject to taxes assessed for the year 1942.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said J. C. McCreery, his heirs and assigns forever and we do hereby bind ourselves, our heirs, executors and administrators, to warrant and forever defend, all and singular the said premises unto the said J. C. McCreery, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

*name
taken
changed
to
Alice R. Walden*

Appendix 9

O. C. Walden & Wife to Alice R. Walden. Deed.

The State of Texas
County of Hidalgo. KNOW ALL MEN BY THESE PRESENTS: That we, O.C. Walden and wife Eliza Wal-
den, of the County of Hidalgo, State of Texas, for and in consideration of One Dollar to us
in hand paid and of the natural love and affection that we have for our daughter Alice
R. Walden, of Pullman, Washington, have Granted, Sold and Conveyed and by these presents do
Grant, Sell and Convey unto the said Alice R. Walden, the following described lot or parcel
of land, situated in Hidalgo County, Texas, and being,

FIVE (5) acres of land, more or less, (including the parts thereof underlying
and embraced in roadways and canal rights of way, easements for which are hereby reserved)
and being the Southeast quarter of the West half of Lot Number eight (8), block thirty seven,
(37), of the Alamo Land and Sugar Company's Subdivision of lands out of Porcione 72, Los
Territos, Santa Ana and El Gato Grants, according to the map or plat of such subdivision
as the same appears of record in the office of the County Clerk of Hidalgo County, Texas.

TO HAVE AND TO HOLD the above described premises unto the said Alice R. Walden,
her heirs and assigns, forever, subject to the terms and conditions hereinafter stated,
together with all and singular the rights, members and appurtenances thereunto belonging or
in anywise appertaining; and we hereby bind ourselves, our heirs, executors and administra-
tors to Tarrant and For ever Defend all and singular the above described premises unto the
said Alice R. Walden, her heirs and assigns, against the claims of every person who-soever
lawfully claiming or to claim the same or any part thereof. But it is expressly understood
that this conveyance is testamentary in character and should the grantors herein survive the
grantor, this conveyance shall immediately become null and void.

Witness our hands this 28th day of June, A. D. 1922.

O. C. Walden
Eliza Walden

THE STATE OF TEXAS
COUNTY OF HIDALGO.

BEFORE ME, the undersigned authority, on this day personally appeared O. C. Walden and Eliza Walden, his wife, known to me to be the persons whose names are subscribed to the foregoing instrument and each acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the said Eliza Walden, wife of O.C.Walden, having been examined by me privily and apart from her husband and having the same fully explained to her, she, the said Eliza Walden, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

Given under my hand and seal of office on this the 28th day of June
A.D. 1922.

J. C. Aldrich,
Notary Public, Hidalgo County, Texas.



FILED FOR RECORD, this the 2nd day of October 1923, at 9:28 o'clock A. M.

Cam N. Hill, Clcrk County Court,
Hidalgo County, Texas.
By A. E. Chavez, Deputy.

RECORDED, this the 5th day of October 1923, at 2:00 o'clock P. M.



_____ County Clerk.

DEED 74

385

General Warranty Deed

~~Alamo Land and Sugar Company~~

TO
O. C. Walden
Arkansas, Wis.
Conveying 40 acres of land in Hidalgo County, Texas, being West half Sec 8 and West half Sec 2 Block 37 out of Alamo Tract.

Alamo Land and Sugar Company (Vendor Lien Form—1st, 2nd and 3rd) General Warranty Deed

THE STATE OF TEXAS, COUNTY OF HIDALGO Know All Men by these Presents

That Alamo Land and Sugar Company, a corporation, for and in consideration of the sum of... Fourteen Thousand Dollars (\$14,000.00) in lawful money of the United States to it paid and to be paid by... as follows:
1st. The sum of Eight Thousand Four Hundred and Sixty Dollars (\$8,460.00), cash in hand paid, the receipt whereof is hereby acknowledged; and
2nd. The sum of Five Thousand Five Hundred and Forty Dollars (\$5,540.00), evidenced by... vendor's lien promissory notes of the grantee herein, of even date herewith, payable to grantor herein, or order, at and in the office of The Merchants National Bank of Brownsville, Texas, numbered, for the amount, and maturing on the dates, respectively, as follows:
Note No. 1, payable... day of... A. D. 19... for \$1120.00
Note No. 2, payable... day of... A. D. 19... for \$1120.00
Note No. 3, payable... day of... A. D. 19... for \$1120.00
Note No. 4, payable... day of... A. D. 19... for \$1120.00
Note No. 5, payable... day of... A. D. 19... for \$1120.00
Note No. 6, payable... day of... A. D. 19... for \$1120.00
Note No. 7, payable... day of... A. D. 19... for \$1120.00
Note No. 8, payable... day of... A. D. 19... for \$1120.00
Note No. 9, payable... day of... A. D. 19... for \$1120.00
Note No. 10, payable... day of... A. D. 19... for \$1120.00
Note No. 11, payable... day of... A. D. 19... for \$1120.00
Note No. 12, payable... day of... A. D. 19... for \$1120.00
Note No. 13, payable... day of... A. D. 19... for \$1120.00
Note No. 14, payable... day of... A. D. 19... for \$1120.00

All of said notes bear interest, payable semi-annually, at the rate of six (6) per centum per annum from date thereof until maturity, thereafter at the rate of ten (10) per centum per annum until paid; provide that past due interest shall bear ten (10) per centum interest from date when the same were due until paid; provide further that the failure to pay, according to the tenor and effect thereof, any of said notes herein mentioned, or the interest thereon when due, may at the discretion of any lender or holder thereof, cause all of said notes... are first lien notes; that notes numbered... are second lien notes, and that notes numbered... are third lien notes. Said first lien notes are secured by the first, superior and senior lien upon the lands and things hereby conveyed, and second lien notes by a lien thereupon, second, inferior and junior to the lien securing said first lien notes, and said third lien notes by a lien thereupon, inferior and subordinate to the lien securing said second lien notes. In the event of foreclosure or other proceedings for the purpose of collecting any one or more of the whole series of notes, said first lien notes shall, each and all, be fully paid and satisfied, as to principal, interest and attorney's fees, according to their face and tenor, effect and reading, before any part of said second lien notes are paid or satisfied, and said second lien notes shall be fully paid and satisfied, according to their face and tenor, effect and reading, before said third lien notes, or any one of them, may be paid or satisfied, either in whole or in part.

DEED 74

11 192

HAS GRANTED, SOLD AND CONVEYED, AND BY THESE PRESENTS, DOES GRANT, SELL AND CONVEY unto the said... the following described property, to-wit:

... acres of land, more or less (including the parts thereof underlying and embraced in roadways and canal rights-of-way, easements for which are hereby reserved), in Hidalgo County, Texas, being the East Half of Lot 8, and the West Half of Lot 7, Block Thirty-Six (37) of the Alamo Land and Sugar Company's subdivision of lands out of Fraction Seventy-two, Leo Terrien, Santa Ana and El Guiso grants in Hidalgo County, Texas, as above, designated and described upon the plat thereon made by E. W. Slaughter, Civil Engineer, and which is duly of record in the Plat Records of Hidalgo County, Texas, in Volume One, page 24, 25 and 26 thereof, together with all and singular the rights and appurtenances thereto in anywise incident or subsisting, including all rights, titles, privileges and benefits incident and appurtenant to said land and premises hereby conveyed, and also the same and by virtue of that certain deed and water contract executed by the Louisiana-Rio Grande Canal Company on the 30th day of June, 1911, conveying said land to John T. Beamer (this Company's grantor) and whose provisions for the construction of an irrigation system on the land hereby conveyed and the duties and obligations arising therefrom, set out in the terms and conditions therein contained. Said deed and water contract is duly recorded in Volume Nineteen, pages 201, 202 and 203 thereof, Deed Records of Hidalgo County, Texas, and the same is now here referred to and made part hereof as being subject to all of which and to the terms and conditions of the said deed and water contract and said release thereof, and in so far as and to the extent that same relate, affect or pertain to the same, it is expressly understood, agreed and stipulated that, in so far as and to the extent that same relate, affect or pertain to the same, obligations and undertakings set forth and contained in said deed and water contract and said release thereof, agreements, obligations and undertakings set forth and performed by the said John T. Beamer (and which are now binding upon this grantor), and any and all written modifications or amendments of the same, or other and different agreements relative to the same, and the validity of said lands, duly of record in Hidalgo County, Texas, and further agrees to hold the grantor herein safe and harmless therefrom.

... shares of the capital stock of the Louisiana-Rio Grande Canal Company, being one (1) share of each stock for each acre of said land hereby conveyed, and which have therewith. Said stock shall be held and voted by grantor herein until hereinafter (3%) of said purchase money shall have been fully paid, when said stock will be transferred and delivered to grantees, heirs or assigns.

At and from the consideration hereof, the grantees herein assumes and agrees to pay, when due, all state, county, drainage and other taxes due, or which may accrue or become due and owing upon the land, premises and stock hereby conveyed, during or for the year 1920 and thereafter, and all water rates and other charges upon said lands, premises and stock, due or to become due upon the same from and after the 1st day of January, 1919.

To Have and to Hold the above described land, premises and stock, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said... heirs and assigns, and Alamo Land and Sugar Company hereby binds itself, its successors and legal representatives, to warrant and forever defend, all and singular, the said land, premises and stock unto the said... heirs and assigns, against every person whatsoever lawfully claiming or to claim the same or any part thereof, save and except as to the reservations, agreements and liens contained and provided for in said deed and water contract from said Louisiana-Rio Grande Canal Company, written modifications thereof, or other and different agreements and said release above referred to, and as to liens, taxes, water rates and charges and other things herein assumed by grantor, all as hereinbefore set out.

A vendor's lien is hereby expressly retained and reserved upon all of the above described land, premises and stock, to secure the payment of all of said notes hereinbefore described, given by the grantor herein, as aforesaid, and all interest and attorney's fees, and other costs and charges which may accrue hereon or in the collection thereof.

Witness the signature of the Alamo Land and Sugar Company, acting herein by and through its Vice-President, duly authorized thereto, situated by its Secretary, and the official seal of the Company impressed hereon, this... day of... 1918.

ALAMO LAND AND SUGAR COMPANY,
By: E. E. Grass, Vice-President
Secretary

Witness the signature of the Alamo Land and Sugar Company, acting herein by and through its Vice-President, duly authorized thereto, situated by its Secretary, and the official seal of the Company impressed hereon, this... day of... 1918.

ALAMO LAND AND SUGAR COMPANY, By: E. E. Grass, Vice-President

Witness the signature of the Alamo Land and Sugar Company, acting herein by and through its Vice-President, duly authorized thereto, situated by its Secretary, and the official seal of the Company impressed hereon, this... day of... 1918.

State of TEXAS, County of CAMERON.

Before me, the undersigned authority, on this day personally appeared... President of the Alamo Land and Sugar Company, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said Alamo Land and Sugar Company.

Given under my hand and seal of office, this, the... day of... 1918.

Notary Public in and for... County, TEXAS.

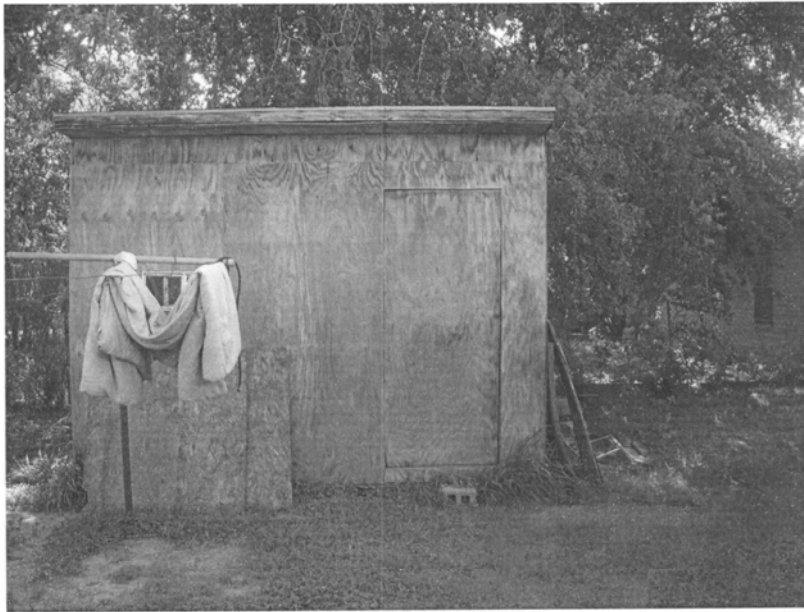
FILED FOR RECORD, this... day of... A. D. 1918, at 2:36 o'clock P. M.

RECORDED this... day of... A. D. 1918, at 2:00 o'clock P. M.

CLERK, County Court, Hidalgo County, Texas.



Appendix 11 - Main House of Lot 6, Section 2 in Lot 8, Block 37



Appendix 12 – *Cuartito* (Backyard storage)

