

Now, if said T.D.Lacker fails to cultivate, gather or pay rent on said tract of land, this lease will be annul, causing him to vacate from said tract of land, leaving all property of said Jno. W. Carpenter in the best of condition; and should legal service be employed to collect rents due or move said party from premises and damages done, ten per cent shall be added on the amount of recovery for attorney's fees, and in addition to the cost of court.

Now, therefore, it is agreed by and between the parties hereto that from and after this date said Jno. W. Carpenter, and his heirs and assigns, shall live up to this lease until it expires.

In Witness Whereof, the parties aforesaid have subscribed their names hereunto on this ..... day of ..... A.D. ....

JNO W. CARPENTER  
T.D.LACKER

THE STATE OF TEXAS  
COUNTY OF TRAVIS

BEFORE ME, the undersigned authority, on this day personally appeared Jno W. Carpenter, and T.D.Lacker, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledge to me that \_\_\_\_\_ executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 10 day of Nov. A.D. 1928.

(Notary Seal) J.P.CARPENTER  
Notary Public, in and for Travis County, Texas.

Filed for record July 13, 1929 at 4:30 P.M. Recorded July 15, 1929 at 10 A.M.

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

THAT THE AUSTIN DEVELOPMENT COMPANY, a private corporation, duly incorporated under the laws of the State of Texas, for and in consideration of the sum of ONE THOUSAND SEVEN Hundred Eighty-Five AND NO/100 (\$1,785.00) DOLLARS to it in hand paid by B.E.Giesecke as follows:

The sum of Four Hundred Fifty (\$450.00) Dollars in cash paid, the receipt of which is hereby acknowledged; and the balance of One Thousand Three Hundred Thirty-Five (\$1,335.00) Dollars in four (4) vendor's lien notes dated June 15, 1929, due on or before December 1, 1929, June 1, 1930, December 1, 1930, and June 1, 1931, respectively bearing 6% interest per annum from date, payable semi-annually, signed by B.E.Giesecke, payable to the order of the Austin Development Company at San Antonio, Texas, providing for 10% interest after maturity, and containing the usual attorney's fee and defaulting clause.

HAS GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY unto the said B.E.GIESECKE, of Travis County, Texas, the following described property:  
Lot Four (4) in Block No. Six (6) in what is known as Pemberton Heights Addition to the City of Austin, Travis County, Texas, being a part of the George Spear League in Travis County, Texas, as per plat of said subdivision recorded in Volume 3, Page 136, Plat

440

Records of Travis County, Texas, to which reference is here made.

TO HAVE AND TO HOLD the above described premises, togetherwith all and singular the rights and appurtenances thereto in anywise belonging unto the said B.E.GIESECKE, his heirs and assigns, forever; and the said Austin Development Company, does hereby WARRANT AND FOREVER DEFEND all and singular the saidland and premises unto the said B.E.Giesecke, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly understood and agreed that the vendor's lien is retained against the above described premises for the security and until the full and final payment of the above described notes, when and whereupon this deed shall become absolute.

It is provided and agreed between the parties hereto that the grantee purchases the above described property subject to the following restrictions and conditions, to-wit:

1. All improvements to be erected upon the premises hereby conveyed shall be built and used for residence purposes, except such improvements as may be proper for use in connection with residences. Provided, however, that flats, or apartment houses are included in the word "residence."

2. Said premises shall be used for residence purposes only, and no part thereof shall be used for business.

3. Any residence built on the premises hereby conveyed shall face on Jarratt Avenue.

4. All buildings erected on the above described premises, or any part thereof, shall be built of lumber, stucco, brick, stone or hollow tile.

5. No residence to be erected on the premises above and hereby conveyed shall be of the original cost of less than Fifty five Hundred (\$5500.00) Dollars.

6. All buildings erected on the above described property shall be placed not less than 30 feet from the property line to the front porch or house.

7. It is further understood and agreed that the grantee herein, his heirs or assigns will forever observe all and each of the foregoing restrictions and in the event same are violated at any time by the grantee, his heirs or assigns or he or they shall omit to perform or observe any of the foregoing, then it shall be lawful for any person owning land in said Pemberton Heights, to institute and prosecute appropriate proceedings at law or in equity against said grantee or any person or persons claiming under him, for the wrong done, or attempted to be done.

Or grantor herein, its successors or assigns, if at any time deem it proper, without being compelled to do so, may institute and prosecute such proceedings.

8. Said property, or any part thereof, shall not at any time be rented, leased, sold, demised or conveyed, to, or otherwise become the property of any person other than white persons.

Such reservations and restrictions as above set out, shall not affect any mortgage or other lien which in good faith may be placed upon the said property or any of the improvements thereon.

IN WITNESS WHEREOF, THE AUSTIN DEVELOPMENT COMPANY has caused these presents to be signed by L.H.Lewis, its President, with attestation of W.B.Jack Ball, its Secretary and its corporate seal hereunto affixed on this the 15th day of June, A.D. 1929.

(Corporate Seal)

AUSTIN DEVELOPMENT COMPANY

BY L.H.LEWIS

Attest:

President.

W.B.JACK BALL

Secretary

THE STATE OF TEXAS    ◊

COUNTY OF BEXAR        ◊

BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared L.H.Lewis, President of the Austin Development Company, a corporation, 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 in the capacity therein stated, and as the act and deed of said corporation.

Given under my hand and seal of office, this the 11th day of July, A.D. 1929.

(Notary Seal)

LILLIAN PHELPS

Notary Public, in and for Bexar County, Texas.

Filed for record July 15, 1929 at 9:30 A.M.    Recorded July 15, 1929 at 10:30 A.M.

THE STATE OF TEXAS    ◊

COUNTY OF TRAVIS      ◊

KNOW ALL MEN BY THESE PRESENTS:

THAT THE AUSTIN DEVELOPMENT COMPANY, a private corporation, duly incorporated under the laws of the State of Texas, for and in consideration of the sum of ONE THOUSAND SEVEN HUNDRED EIGHTY-FIVE AND NO/100 (\$1,785.00) DOLLARS to it in handpaid by B.E.Giesecke, as follows:

The sum of Four Hundred Fifty (\$450.00) Dollars in cash paid, the receipt of which is hereby acknowledged; and the balance of One Thousand Three Hundred Thirty-five (\$1,335.00) Dollars in four (4) vendor's lien notes, dated June 15, 1929, due on or before December 1, 1929 June 1, 1930, December 1, 1930, and June 1, 1931, respectively, bearing 6% interest per annum from date, payable semiannually, signed by B.E.Giesecke payable to the order of the Austin Development Company at San Antonio, <sup>Texas</sup> providing for 10% interest after maturity, and containing the usual attorney's fee and defaulting clause.

HAS GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY UNTO THE SAID B.E. GIESECKE, OF Travis County, Texas, the following described property:

Lot Five (5) in Block No. Six (6) in what is known as Pemberton Heights Addition to the City of Austin, Travis County Texas, being a part of the George Spear League in Travis County, Texas, as per plat of said subdivision recorded in Volume 3, Page 136 Plat Records of Travis County, Texas, to which reference is here 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 B.E.Giesecke, his heirs and assigns, forever; and the said Austin, Development Company does hereby Warrant and Forever Defend all and singular the said land and premises unto the said B.E.Giesecke, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same

440

(Corporate Seal)

AUSTIN DEVELOPMENT COMPANY

BY L.H.LEWIS

Attest:

President.

W.B.JACK BALL

Secretary

THE STATE OF TEXAS    ◊

COUNTY OF BEXAR        ◊

BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared L.H.Lewis, President of the Austin Development Company, a corporation, 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 in the capacity therein stated, and as the act and deed of said corporation.

Given under my hand and seal of office, this the 11th day of July, A.D. 1929.

(Notary Seal)

LILLIAN PHELPS

Notary Public, in and for Bexar County, Texas.

Filed for record July 15, 1929 at 9:30 A.M.    Recorded July 15, 1929 at 10:30 A.M.

THE STATE OF TEXAS    ◊

COUNTY OF TRAVIS      ◊

KNOW ALL MEN BY THESE PRESENTS:

THAT THE AUSTIN DEVELOPMENT COMPANY, a private corporation, duly incorporated under the laws of the State of Texas, for and in consideration of the sum of ONE THOUSAND SEVEN HUNDRED EIGHTY-FIVE AND NO/100 (\$1,785.00) DOLLARS to it in handpaid by B.E.Giesecke, as follows:

The sum of Four Hundred Fifty (\$450.00) Dollars in cash paid, the receipt of which is hereby acknowledged; and the balance of One Thousand Three Hundred Thirty-five (\$1,335.00) Dollars in four (4) vendor's lien notes, dated June 15, 1929, due on or before December 1, 1929 June 1, 1930, December 1, 1930, and June 1, 1931, respectively, bearing 6% interest per annum from date, payable semiannually, signed by B.E.Giesecke payable to the order of the Austin Development Company at San Antonio, <sup>Texas</sup> providing for 10% interest after maturity, and containing the usual attorney's fee and defaulting clause.

HAS GRANTED, SOLD AND CONVEYED, and by these presents does GRANT, SELL AND CONVEY UNTO THE SAID B.E. GIESECKE, OF Travis County, Texas, the following described property:

Lot Five (5) in Block No. Six (6) in what is known as Pemberton Heights Addition to the City of Austin, Travis County Texas, being a part of the George Spear League in Travis County, Texas, as per plat of said subdivision recorded in Volume 3, Page 136 Plat Records of Travis County, Texas, to which reference is here 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 B.E.Giesecke, his heirs and assigns, forever; and the said Austin, Development Company does hereby Warrant and Forever Defend all and singular the said land and premises unto the said B.E.Giesecke, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same

440

or any part thereof.

It is expressly understood and agreed that the vendor's lien is retained against the above described premises for the security and until the full and final payment of the above described notes, when and whereupon this deed shall become absolute.

It is provided, and agreed between the parties hereto that the grantee purchases the above described property subject to the following restrictions and conditions, to-wit:

1. All improvements to be erected upon the premises hereby conveyed shall be built and used for residence purposes, except such improvements as may be proper for use in connection with residences. Provided, however that flats or apartment houses are included in the word "residence".

2. Said premises shall be used for residence purposes only, and no part thereof shall be used for business.

3. Any residence built on the premises hereby conveyed shall face on Jarratt Avenue.

4. All buildings erected on the above described premises or any part thereof, shall be built of lumber, stucco, brick, stone or hollow tile.

5. No residence to be erected on the premises above and hereby conveyed shall be of the original cost of less than Fifty Five Hundred (\$5500.00) Dollars.

6. All buildings erected on the above described property shall be placed not less than 30 feet from the property line to the front porch or house.

7. It is further understood and agreed that the grantee herein, his heirs or assigns, will forever observe all and each of the foregoing restrictions, and in the event same are violated at any time by the grantee, his heirs or assigns, or he or they shall omit to perform or observe any of the foregoing, then it shall be lawful for any person owning land in said Pemberton Heights, to institute and prosecute appropriate proceedings at law or in equity against said grantee or any person or persons claiming under him, for the wrong done, or attempted to be done.

Or, grantor herein, its successors or assigns, if at any time deem it proper without being compelled to do so, may institute and prosecute such proceedings.

8. Said property, or any part thereof, shall not at any time be rented, leased, sold demised or conveyed, to, or otherwise become the property of any person other than white persons,

Such restrictions and reservations as above set out, shall not affect any mortgage or other lien which in good faith may be placed upon the said property or any of the improvements thereon.

IN WITNESS WHEREOF, THE AUSTIN DEVELOPMENT COMPANY has caused these presents to be signed by L.H. Lewis, its President, with attestation of W.B. Jack Ball, its Secretary and its corporate seal hereunto affixed on this the 15th day of June, A.D. 1929.

AUSTIN DEVELOPMENT COMPANY

(Corporate Seal)

Attest:  
W.B. Jack Ball  
Secretary

By L.H. LEWIS

President.

THE STATE OF TEXAS

COUNTY OF BEXAR

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BEFORE ME, the undersigned authority, in and for said County

and State, on this day personally appeared L.H.Lewis, President of the Austin, Development Company, a corporation, 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, in the capacity therein stated, and as the act and deed of said corporation

Given under my hand and seal of office, this the 11th day of July, A.D. 1929.

(Notary Seal) LILLIAN PHELPS

Notary Public in and for Bexar County, Texas.

Filed for record July 15, 1929 at 9:30 A.M. Recorded July 15, 1929 at 10:45 A.M.

THE STATE OF TEXAS     X  
COUNTY OF BEXAR         X

WHEREAS, on the 10th day of December, A.D. 1926, the Austin Development company a corporation, duly incorporated under the laws of the State of Texas, with its principal office in Austin, Travis County, Texas, did execute, acknowledge and deliver to J.E.Jarratt Company, Trustee of Bexar County, Texas, a certain deed of trust on the following described land situated in Travis County, Texas, to wit:

Being 136.99 acres of land, more or less, out of the George W. Spear League, in Travis County, Texas, and being fully described in deed of trust recorded in Volume 402 at Page 176 of the Deed of Trust Records of Travis County, Texas, to which reference is here made for further description; and,

WHEREAS, it was contemplated as set out in said deed of trust, that said property was to be subdivided into lots and blocks for the purpose of sale and that upon the sale of any lot, lots or fractional part thereof, sold out of the property above described, said Trustee, upon receipt of the payment of twenty per cent (20%) of the sale price of any lot, lots or fractional part thereof, would make, execute and deliver to the Austin Development Company, a legally sufficient and unconditional release to the lot, lots or fractional part thereof, so sold, by the said Austin Development Company; provided, however, that said payment in no case should be less than at the rate of \$1500.00 per acre for the land so released which provision is fully described and set out in Article 37 of the aforesaid deed of trust, to which reference is here made; and,

WHEREAS, the said Austin Development Company has subdivided and platted a part of the above described 136.99 acres of land into lots and blocks, as shown by plat duly recorded in the Plat Records of Travis County, Texas, in Volume 3, at Page 136, to which reference is here made; and,

WHEREAS, the said Austin Development Company has sold to B.E. Giesecke, of the City of Austin, in Travis County, Texas; Lot No. Five (5) in Block No. Six (6) of said land so platted, above described, in Pemberton Heights Addition to the City of Austin, Travis County, Texas for the sum of One Thousand Seven Hundred Eighty-five (\$1,785.00) Dollars and which sum is not less than at the rate of \$1500.00 per acre for the land so sold; and,

WHEREAS, the Austin Development Company has tendered in cash to said J.E.Jarratt Company, Trustee, the sum of Three Hundred Fifty Seven (\$357.00) Dollars, being twenty per cent

440

no necessity therefor, and further that so far as we know there are no debts or claims owing by the said estate, and that all debts and claims owing by the said Henry Schmitz at the time of his death have been paid so far as we know or believe.

Affiants state further that the said Oscar Schmitz was never married, and that he died on or about the 7th day of Sept. A. D. 1927, in the City of San Antonio, Bexar County, Texas, where he then resided.

Affiants state further that the said Oscar Schmitz died intestate, leaving no will, and that there has been no administration taken out on the estate of the said Oscar Schmitz, and no necessity therefor, and further that so far as we know there are no debts or claims owing by the said estate, and that all debts and claims owing by the said Oscar Schmitz at the time of his death have been paid, so far as we know or believe.

Affiants state further that the said Johanna Schmitz hereinabove named as the mother of Henry, Oscar, Willie and Amanda Schmitz, was divorced from John Schmitz as is shown by decree of the District Court of Travis County, Texas, in Cause No. 7268, styled Johanna Schmitz, vs, John Schmitz, and that thereafter she married on Nelson, and that she died on or about December 25, 1933, in Austin, Texas, and further that the said Johanna Nelson named in the Probate Proceedings styled Cause No. 7996, styled the Estate of Johanna Nelson, Deceased, is one and the same person as the afore named Johanna Schmitz, who obtained a divorce from John Schmitz in cause No. 7268, hereinabove mentioned.

Affiants state further that there are no debts or claims owing by the estate of Mrs Johanna Nelson, Deceased, so far as we know and that all debts and bequests mentioned in the will of the said Mrs Johanna Nelson, Deceased, have been paid so far as we know or believe.

Affiants state further that they know all of the above facts of their own personal knowledge and from their personal familiarity with the domestic history of the family of the said John Schmitz and Johanna Schmitz, later Johanna Schmitz, now deceased.

F. A. Finn

H. F. Petry

SUBSCRIBED AND SWORN to before me, this the 23rd day of July A. D. 1936.

T. E. Wiley

(Notary Seal) Notary Public, Travis County, Texas.

Filed for record July 24, 1936 at 10:45 A. M. Recorded July 27, 1936 at 4:50 P. M.

THE STATE OF TEXAS : \$1.00 U. S. Int. Rev. Stamps Can.

COUNTY OF TRAVIS. : KNOW ALL MEN BY THESE PRESENTS;

That PEMBERTON HEIGHTS COMPANY, a private corporation, duly incorporated under the laws of the State of Texas, herein referred to as Grantor, for and in consideration of the sum of Nine Hundred and No/100 (\$900.00) Dollars, cash in hand paid by W. M. Thornton and Minnie Lee Thornton, husband and wife, of the County of Travis and State of Texas, herein referred to as Grantee, the receipt of which sum is hereby acknowledged and confessed;

And for the further consideration of the assumption and agreement by Grantee to pay all State, Municipal, School and other taxes, levied or assessed against the land and premises hereby conveyed for or during the year 1936 and thereafter;

Has (subject to the exceptions, reservations and conditions stated hereinafter) GRANTED, SOLD AND CONVEYED, and by these presents does (subject to the exceptions, reservations and conditions stated hereinafter) GRANT, SELL AND CONVEY unto "Grantee", and unto the heirs and assigns of Grantee, that certain lot or parcel of land out of the George W. Spear League, situated within the City of Austin, Travis County, Texas, located on the West side of an extension of Jarratt Avenue and North of Block Number Six (6) of Pemberton Heights

545

Section One; said tract being described by metes and bounds as follows:

BEGINNING at a stake on the West side of an extension of Jarratt Avenue, and from which stake the Northwest corner of Lot Twenty-three (23), in Block Five (5), Section One of Pemberton Heights, as shown by map duly recorded in Plat Book 3, at Page 134, of the Travis County Plat Records bears South 06° 10' East 178.85 feet; and from which stake the Northwest corner of the most Northerly tract of land conveyed to Richard H. Kelley by Pemberton Heights Company by a deed duly recorded in Book 517, at Page 377, of the Travis County Deed Records, bears North 79° 00' West 161.66 feet; Thence Northerly with the proposed curving West line of Jarratt Avenue to a point of tangency, said curving West line having a radius of 359.62 feet and the chord of which runs North 27° 01' East 37.38 feet to an iron stake; Thence North 30° 00' East 22.62 feet to an iron stake; Thence North 60° 00' West 140 feet to an iron stake; Thence South 35° 26' West 81.45 feet to an iron stake, and from which stake the Northwest corner of that most Northerly tract of land heretofore conveyed to Richard H. Kelley by Pemberton Heights Company, and above referred to, bears South 35° 26' West 31.71 feet; Thence South 68° 01' East 151.13 feet to the place of beginning.

A perpetual easement is hereby expressly reserved and excepted from this conveyance, and is hereby expressly retained for the use and benefit of Grantor, its successors and assigns, for rights of way over, upon and across a strip five (5) feet in width lying along the rear or West side of the land hereby conveyed, for electric light and power lines, telegraph and telephone lines, gas pipes and water mains.

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 W. M. Thornton and Minnie Lee Thornton, their heirs and assigns, forever; and the said Pemberton Heights Company hereby binds itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the said granted land and premises unto the said W. M. Thornton and Minnie Lee Thornton, their heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same or any part thereof.

It is provided and agreed between the parties hereto that the Grantee purchases the above described property subject to the following restrictions and conditions, to wit:

- (a) All improvements to be erected upon the premises described above shall be built and used solely and only for residence purposes; provided, usual and customary servants' quarters, garages, and outhouses may be built in connection with each main residence. It is understood that flats or apartment houses are included in the word "residence."
- (b) Said premises shall be used for residence purposes only and no part thereof shall be used for business purposes.
- (c) Any residence built on the premises described above shall face on Jarratt Avenue.
- (d) All buildings erected on the above described premises or any part thereof shall be built of lumber, stucco, stone, brick and/or hollow tile covered with stucco or faced with brick.
- (e) No residence shall be erected on the premises described above of the original cost of less than Four Thousand Dollars (\$4,000.00).
- (f) No part of any building erected on the premises described above shall be nearer than forty-five (45) feet to the property line of the street upon which same faces. All servants' quarters, garages and outhouses shall be built to the rear of main residence.
- (g) No part of premises or property covered hereby ever shall be rented, leased, sold, demised or conveyed to, or otherwise become the property of, or into the possession of, any person other than white persons of strict Caucasian blood.
- (h) It is further understood and agreed that Grantee, their heirs and assigns, forever, will observe all and each of the foregoing restrictions. In the event any of same are

545

violated at any time by Grantee, their heirs or assigns, or should Grantee, their heirs or assigns, omit to perform or observe any of the same, then it shall be lawful for any person including "Grantor", (but Grantor shall be under no obligation to do so), owning land in said Pemberton Heights to institute and prosecute appropriate proceedings at law or in equity against Grantee, or any person or persons claiming under them, for the wrong done, or attempted to be done.

Said restrictions and conditions shall not affect any mortgage or other lien which in good faith may be placed upon said property or any of the improvements thereon; provided each and every mortgage or liense acquiring possession of said premises, by foreclosure or otherwise, shall hold the same subject to all of said conditions and restrictions; provided further, no person other than white persons of Caucasian blood ever shall be permitted to acquire possession or ownership of any part of said property or premises.

IN TESTIMONY WHEREOF, PEMBERTON HEIGHTS COMPANY has caused these presents to be signed by J. E. Jarratt, its President, with attestation of Stuart G. Johnston, its Secretary, and its corporate seal hereunto affixed, on this 1st day of July A. D. 1936.

(Cor. Seal) PEMBERTON HEIGHTS COMPANY  
Attest: Stuart G. Johnston, Secretary By J. E. Jarratt, President

THE STATE OF TEXAS )  
COUNTY OF BEXAR ) BEFORE ME, the undersigned authority, in and for said County and State, on this day personally appeared J. E. Jarratt, President of PEMBERTON HEIGHTS COMPANY a corporation, 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, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 1st day of July A. D. 1936.  
Ruth Stockett  
(Notary Seal) Notary Public in and for Bexar County, Texas.  
Filed for record July 27, 1936 at 8 A. M. Recorded July 28, 1936 at 9:15 A. M.

THE STATE OF TEXAS )  
COUNTY OF TRAVIS. ) KNOW ALL MEN BY THESE PRESENTS:  
That I, Sarah Horst, a feme sole, of the County of Travis, State of Texas, for and in consideration of One Hundred Dollars (\$100.00) in hand paid by Wm. A. Johnson and his wife, Grace E. Johnson, both of Travis County, State of Texas, the receipt of which is hereby acknowledged and confessed, have GRANTED, SOLD AND CONVEYED, and by these presents do Grant, Sell and Convey unto the said Wm. A. Johnson and his wife, Grace E. Johnson of the County of Travis, State of Texas, all that certain tract or parcel of land lying and being situate in Travis County, Texas, being more particularly described as follows:  
Lot No. Three (3), Block No. Seven (7), Outlot No. 46, Division "B", Johns Subdivision of the City of Austin, Travis County, Texas, together with all improvements thereon.  
TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging unto the said Wm. A. Johnson and his wife, Grace E. Johnson, their heirs and assigns forever, and I do hereby bind myself, my heirs, executors and administrators to WARRANT AND FOREVER DEFEND, all and singular the said premises unto the said Wm. A. Johnson and wife, Grace E. Johnson, their heirs and assigns against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.  
Witness my hand at Austin, Texas, this the 25th day of July A. D. 1936.  
Sarah Horst