

HISTORIC LANDMARK ZONING PETITION  
FINAL APPLICATION  
CITY OF DENTON, TEXAS

SITE ADDRESS: 1513 North Locust  
Street, Denton, TX 76201-3041

LEGAL DESCRIPTION (LOT AND BLOCK  
OR METES AND BOUNDS - ATTACH  
EXHIBIT "A" IF NECESSARY):

Lot 12A, BLOCK 1, NORTHSIDE  
ADDITION, an Addition to the  
City of Denton, DENTON COUNTY,  
TEXAS, according to the Plat  
recorded in CABINET B, PAGE  
375, Plat Records, Denton  
County, Texas.

PRESENT USE, IF NOT SAME -

RELATIONSHIP OF APPLICANT TO

CURRENT OWNER: Present - Empty. To Use as Homestead for Marjorie and Dick  
Waters and Bed and Breakfast, name of Godfrey's Place Inn, a Heart  
Healthy B & B.

ZONING: "O", Office



(Also complete Exhibit "B")

NAME OF OWNER(S)	ADDRESS	TELEPHONE NUMBER
<u>Marjorie &amp; Richard Waters</u>	<u>1961 Colorado, D, Denton 76205</u>	<u>817.382.6881</u>

## CONSTRUCTION/DESCRIPTION:

- 1) DATE(S) OF HISTORICAL OCCURRENCE, CONSTRUCTION OF FEATURE, PERSON, INSTITUTION OR ARCHAEOLOGICAL SITE: On following Pg. 2A, 1 & 2.
- 
- 2) DEMONSTRATE THE IMPORTANCE OF THE EVENT, FEATURE, PERSON OR INSTITUTION. DETAILED EXPLANATION OF WHY THIS SITE MARKER WILL BE OF IMPORTANCE TO THE ENTIRE COMMUNITY. (complete Exhibit "A") On following Pg. 2A, 1 & 2.
- 3) DOCUMENTATION USED TO VERIFY ABOVE. ATTACH COPIES FOR PERMANENT FILES. (NEWSPAPERS, GOVERNMENT RECORDS, HISTORY BOOKS, PHOTOGRAPHS, etc.) Label as Exhibit "B": National Register? \_\_\_\_\_ Recorded Texas Landmark? \_\_\_\_\_ Local surveys or recognition? Following 11 pages listed as Exhibit "B" and for Exhibit "H".
- 
- 4) ARCHITECT: Unknown
- 5) BUILDER: Unknown, although Dr. Herrick was very active in the building of all of the homes she built for self and for lease purposes.
- 6) EXTERIOR MATERIAL: Brick masonry with siding, wood (minimal)
- 7) ROOFING: Gable with low pitch
- 8) DOORS: 1 inter. Pocket sliding. solid core with figured glass. Back: glass incased in metal-  
Front: Panel with figured glass. Back: glass incased in metal-  
dbl. panel /figured glass/1/2moon panels framed pattern.
- 9) WINDOWS: double hung, dbl. casement, single casement, large fixed plate glass, Hopper, and large floating plate glass.
- 10) PORCHES: Enclosed with upper balconies N and S. with balustrades (Greek) to be historically rebuilt to meet code.
- 11) OUTBUILDINGS: Two car garage, Solar greenhouse has 4 Doric columns. Front porch to be replaced w/living+garage / in plans.
- 12) LANDSCAPING AND FENCING: Wood fencing (rotting and unstable/no historical significance) to be replaced with cedar lattice, 7'. Iron fencing (picture insert) black, on top of masonry wall to remain as is. Organic landscaping to be addition to present as noted on landscape contract as insert.

Existant AND proposed changes are enclosed.

## PAGE 2A

1. Date of historical occurrence, construction of feature, person, institution or archaeological Site:

In 1923, this site was purchased from a large abstract of railroad property by Jessie Louise Herrick, M.D., a single female. Organizer of the first hospital and health service of TSCW/CIA (TWU), she set in motion a physical and cultural history for Denton, as well and related historical affect on Texas and the U.S.

2. From the outset, this site and its occupants were destined to be intertwined significantly in local, state and national interests. Even today, an individual person with accomplishments such as Dr. Herrick's would be greatly respected, but in 1923 for a single female, the accomplishments were very rare. She was trained in medical schools in New York (Organizing the Health Service Dept. in 1919) before coming to Denton to help quell the flu epidemic of 1918, at what is now Texas Woman's University. She was so successful that she was asked to stay and developed the first "hygeia" hospital and health service at this institution.

With purchase of her homesite and surrounding land, this woman built a magnificent Colonial Revival home, as well as several surrounding properties for lease. Many area folks, as well as Dentonites remember inspiration and awe in being entertained in her home. Students leased the upper floor bedrooms; (the present plan of a Bed and Breakfast will return the house to somewhat of its original status).

Dr. Herrick was active in the Denton County Medical Association, as well as that of the State and American Medical Associations. She was President of the American Student Health Association of the Southwest. She was a significant member of the Denton Gardening Society, the Shakespeare Club and the Business and Professional Women's Club.

As a vital living partner of this section of the local community, many of Denton's early residents have this home and site as significant to their memories of life in Denton past, as well as hopes for preservation of the home for theirs and family/friends future memories.

During World War II, when college student status was low, Dr. Herrick's home was directly across the street (Locust) from former dormitories (presently parking for TWU) that were then used for WACS housing and training. Soldiers from nearby Camp Howe inundated Dr. Herrick to lease them space in her home, which prompted Dr. Herrick to remove the South stairwell to her upstairs rooms thereby closing off some of their access to her home and other female leasors. She was noted as quite an individual, protective of her privacy.

A later owner, Lester Mills, would modify the house and more formally "open" it to the community through piano lessons, piano sales and recitals and lavish parties and decorations in holiday seasons. Many Denton folks recall these memories fondly as part of their own personal and cultural heritage. A later owner, Catherine Conrady, using the home as her design studio, would influence other aspects of Denton and its surrounding communities with her creative and decorative talents.

Questionnaire filled out on July-14, 1937

Name Jessie Louise Herrick M.D. (Texas)

Home Address (Street and town) 1513 North Locust St., Denton

Place of birth New York Year and date Jan. 6, 1875

Married or Single Single Church Preference Presbyterian

Name and address of parents \_\_\_\_\_

Mother living? No  
Father living? No

Names of brothers and sisters living, and addresses:

Mrs. Frances Herrick Brooks 505 W. 122<sup>nd</sup> St New York City

Miss Millie B. Herrick, Sunrise Terrace, Grandale Drive

Rev. Lillian Herrick Chapman Big Flats, New York

Membership in civic, social and fraternal organizations:

Denton County Medical Association, State Medical Assoc

American Medical Assoc, Pres. S.W. Section American S.H. Assn

State or national organizations in which you are an officer:

President, American Student Health Association

Southeastern - Okla., Texas + New Mexico

When did you come to T.S.C.W.? Nov. 13, 1918

What position did you first hold here? College Physician and Director

What positions have you held here since? of The Health Service Dept.

} Organized the Health Service Dept. in 1919	Year _____	Position <u>ditto</u>
	Year _____	Position <u>"</u>
	Year _____	Position <u>" to date</u>

List positions held elsewhere: Year 1913 Position Medical Investigator, State Board, Albany, N.Y.

Year \_\_\_\_\_ Position \_\_\_\_\_

Year ditto Position 1918

Give titles of books written: Collaborator only.

FACULTY DIRECTORY

Name Jessie Louise Herrick M.D. Sex Female  
 Home address (street and town) 1513 North Locust St Denton  
 Place of birth New York Year and date \_\_\_\_\_  
~~Married~~ or single \_\_\_\_\_ Church preference Presbyterian  
 Name and address of parents Max Living

Names of brothers and sisters living, and addresses:

Rev. Lillian Herrick Chapman, Elmira N.Y.  
Miss Millie B. Herrick, Binghamton N.Y.  
Mrs. Frances Herrick Brooks, New York City.

Membership in civic, social and fraternal organizations:

Shakespeare Club, Denton  
Business and Professional Woman's Club, Denton

Short biographical sketch, containing pertinent facts relating to your life in this institution and elsewhere:

Came to C. I. A. Nov. 15<sup>th</sup> 1918. and began the organization of the hospital (Herrick) previously to that time the Legislature had not supplied the necessary equipment - trained nurses, files etc etc as no records of any description were to be found.

For previous training see Catalogue - II

EXHIBIT 13

**Herrick resignation**

The resignation of Dr. Jessie Louise Herrick, college physician for the past 21 years, was accepted by the Board of Regents at its last meeting. It will go into effect at the end of the second summer term. The Board accepted the resignation with regret and expressed their appreciation for her valuable service.

Dr. Herrick came to TSCW in 1918 Nov. 18, in the midst of a dangerous flu epidemic. She brought all the patients through, and her work was so efficient and effective that her services were retained.

At that time the enrollment of the college was just about 1100 students and there was no hospital organization of any kind, although there was a frame building appropriated by the Legislature in 1907 for use as a college Max infirmary. In 1922 this building was moved and to the present location of Burnett Hall next to the college laundry, and enlarged. The present Hygeia Hall, built of brick and located on Bell Avenue, was erected in 1935 and first used in Sept. 1937. Since the enrollment has been growing so, a report from the hospital for last year shows that over 1700 cases were treated, with 1547 temporary ones and 579 "bed" patients. Office calls mounted to 12,094.

**Scope of Health Services**

- 1. Give medical care to any student suffering acute illness or injury.
- 2. to give advice in matters concerning personal health and hygiene.
- 3. furnish medical excuse from classes
- 4. acquaint parents with health status of daughter when deemed advisable
- 5. to act in advisory capacity to faculty in matters concerning health
- 6. correlate health educ with present h
- 7. to cooperate with city and state in preventing contagious diseases.

Dr. Herrick, who is a native New Yorker, received her training at the Medical College of Pennsylvania; the University of Vienna. She served as House Physician of the Women's and Children's Hospital, Detroit, Michigan; and taught at the New York Polytechnic Medical School Hospital.

In 1915 Herrick was Medical Investigator of the State Board of Health in Albany, N.Y., which position she held until coming to TSCW in 1918. In 1934 she was elected president of the Southwestern Division of the American Student Health Association, including Texas, Arizona, New Mexico. In 1936 she was elected President of the Denton County Medical Association. She is member of these and of the Texas Medical Association, the American Med. Assoc. also member of Shakespeare Club, Bus and Prof Women's Club. She lives at 1513 North Locust, Denton.

**Hubbard statement:** From the time that Dr. Herrick came to the college in 1918 and according to the records took charge of the health service during a disastrous flu epidemic that winter and quickly had it under control without the loss of life of a single student, up to the present time the college has enjoyed a splendid record of student health under her care and direction. During these years the college has always felt certain that the students would be adequately cared for, and the splendid record of health among our students is at least in part a tribute to her direction of the h. service.

EXHIBIT B  
100 11

material on Dr. Elizabeth A. Taylor, who will replace Dr. Herrick as  
College Physician and Director of Health Service;

Dr. Taylor came to TSCW in Sept. 1938 as Assistant Physician. For the  
five years previous to that time she was staff physician with the Bureau of  
Child Health at Capitol, Madison, Wisconsin.

Graduate at State University of Iowa at Ia. City.

A. B.—1926

M. D.—1930

Internship at Vancouver, Wash. General Hospital—14 months.  
~~xxxxxx~~ period of general practice.

Staff now contains: Dr. Herrick, Dr. Taylor, Beulah Irene Bowles, night nurse,  
Miss Nellie Lee Cowan, Head Nurse; Beulah Irene Bowles, night nurse;  
Josephine Duff Martin, Assistant Nurse.

Hubbard statement reworded: "From the time that Dr. Herrick came to the  
college in 1918 and quickly stamped out a m. m. epidemic that was threatening  
to be disastrous till the present day the college has enjoyed a splendid  
record of student health under her care and direction. The college has always  
felt certain, throughout these 21 years, that its students would be adequately  
cared for.

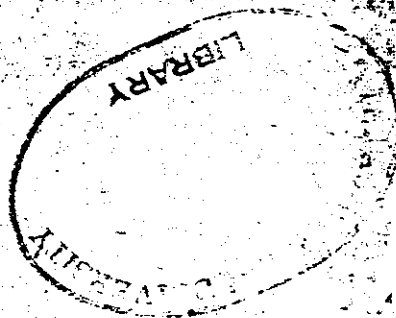


EXHIBIT B  
AND H



TEXAS  
PRESS CLIPPING SERVICE  
DALLAS

FT. WORTH, TEXAS  
STAR TELEGRAM

Page 14 (10)

MAY 24 1960

### Premedical Fund Started at TWU

DENTON, May 23 (AP)—Establishment of a \$6,000 premedical scholarship fund at Texas Woman's University was stipulated in the will of the late Dr. Jessie Louise Herrick filed for probate here Monday. Dr. Herrick, who died May 23, was physician at TWU from 1918 to 1939.

The fund will be known as the "Dr. Jessie Louise Herrick Pre-medical Scholarship Fund," and will be administered by the school's regents. The will stipulates that the fund be invested and only the incoming revenue be used for scholarship purposes.

The assistance given students will be an outright gift and the money will not have to be repaid, according to the provisions in the will.

EXHIBIT B  
AND 4

May 12, 1960

## Former Director Of TWU Hospital Dies In Denton

Dr. Jessie Louise Herrick, physician emeritus at TWU, died at Flow Memorial Hospital early this morning.

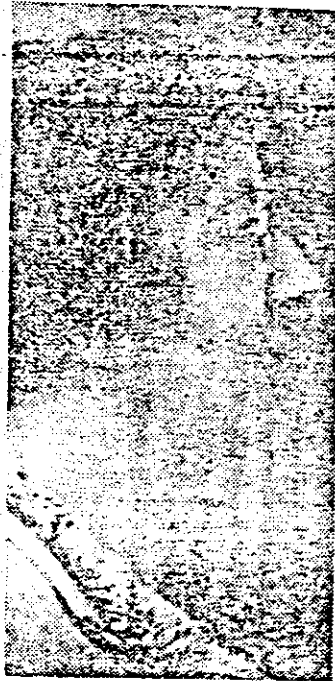
Funeral services will be held at her home, 1513 N. Locust, at 4 p.m. Wednesday. The Rev. Martin Thomas, pastor of First Presbyterian Church, will officiate, assisted by the Rev. John Marvin, pastor of St. Andrew Presbyterian Church. Burial will be in Roselawn Memorial Park under direction of Jack Schmitz & Sons Funeral Home.

Dr. Herrick left Elmera, N.Y., her native state, on Armistice Day in 1918 to come to TWU, then the College of Industrial Arts. She served as college physician until her retirement in 1939. She was a graduate of Woman's Medical School in Philadelphia.

Dr. Herrick organized the Health Service at TWU and had been president of the American Student Health Assn. She came to TWU in response to a telegram from College President Bralley, who wanted to keep the college open during the influenza epidemic of 1918.

When Dr. Herrick joined the TWU college staff, there was only a one-room wooden building for medical use. When she retired, the College Hospital had a staff of seven. Of her 45 years of medical practice, 21 were at TWU.

She is survived by a sister, Dr. Lillian Chapman, a New York minister.



DR. JESSIE LOUISE HERRICK  
From A 1939 Picture

EXHIBIT B  
AND C

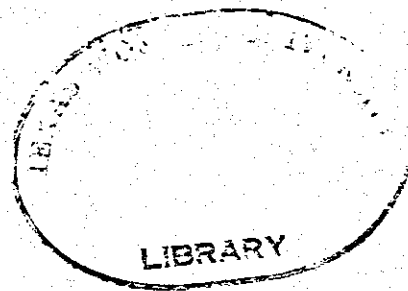


EXHIBIT  
AND

***Bernice Mitchell, native Dentonite:***

"There were two other women PhD's (the Wylie family) in our neighborhood of Locust and College and another male physician and some lawyers" (a good neighborhood, by her standards) "The college was then (1927) known as the College of Industrial Arts (CIA), you know".

***Mabel Maxey, Native Dentonite and former Chair of the Art Department of Texas Woman's University.***

Mabel remembers Dr. Herrick as a lady who "what she wanted, she got." Dr. Herrick was a "dynamic, spectacular person."

***Jimmie Spurgin, Head Nurse at TWU for forty-two years.***

(There is a tree planted in front of the clinic in Ms. Spurgin's honor). "Dr. Herrick was the first female doctor in the area". Ms. Spurgin would go to Dr. Herrick's "beautiful" home for staff and University receptions.

***Gail Swift, a Native Dentonite and teacher at Denton City-County Day Nursery (DCCDN).***

She and her brother, Steve Swift, took piano lessons in the 60's - 70's at the then Les Mills studio. As an adolescent, Gail once went into the house where party preparations were in progress, and remembers the elegant dishes and silver service that became part of this house's lovely heritage to her and her family.

***Ann Barnett, Dentonite and Administrative Assistant in the Library and Information Sciences Dept. @ TWU:***

Taught piano lessons in the Fall of 1964 - 68 to many area folks in house built by Dr. Herrick, then Les Mills studio. "He, Les Mills, was also the area Baldwin piano and organ dealer which he displayed in the house". Ann states that she very much wants "to see that age and that architecture (of the home and area) preserved for our heritage".

***Mrs. T. L. (Sue) Morrison, Dentonite:***

Sue and her husband rented a house that Dr. Herrick built at 1609 North Locust Street in Denton in 1939. She states that she "helped with Dr. Herrick's banking and grocery shopping. Dr. Herrick had to have her money (i.e. five's, ten's, and twenty's) without rips, bends, labels, etc.; always new money. She always had a candy bowl at the front door to repay kindnesses."

***Mary La Jean Sherril, neighbor child of Dr. Herrick's who grew up @ 119 West College Street:***

Born in 1928, Ms. Sherril she remembers that "Dr. Herrick had barbed wire on the wrought iron fence to keep children from walking on it. The Dr. would not allow any biking or skating on her sidewalk. Dr. Herrick would let Mary in her house only singly". The porch on the north side of the house was not enclosed then and had chairs, but Ms. Sherril can never remember anyone sitting out there. She loved the house and visualizes it from her day as the epitome of elegance and beauty.

***Junia Chapman, another neighborhood child in the '20's:***

Dr. Herrick had "the most beautiful house on the block".

***Mrs. Mary McVance, Dentonite:***

Her remembrance of Dr. Herrick as a physician was that "she gave the same kind of pill to everybody".

***Mr. Ernie Simpson, Former Denton Builder, 3rd generation Dentonite who worked for Dr. Herrick within the house and remembers Les Mills era:***

Mr. Simpson spoke of "very select few" allowed to work within the house when Dr. Herrick was owner and spoke of his professional services to her as even including "dusting the stairwell" under her specific instructions. He is Dentonite who believes that James Helm was the local builder who worked for Les Mills on the house.

EXHIBIT "C"

LEGAL DESCRIPTION

Lot 12A, BLOCK 1, NORTHSIDE ADDITION, an Addition to the City of Denton, DENTON COUNTY, TEXAS., according to the Plat recorded in CABINET B, PAGE 375, Plat Records, Denton County, Texas.

CHAIN OF TITLE OF SITE AND/OR ENTERPRISE

Instructions: List the ownership title from the present to original owner.

- 1) List this information beginning with most recent.
- 2) Attach copies of each instrument.

NAME OF OWNER(S)	TYPE OF INSTRUMENT DATE (WARRANTY DEED)	VOLUME/PAGE NUMBER	BOOK-DEED RECORDS/ REAL PROP. RECORDS
<u>Marjorie/Dick Waters</u>	<u>July 11, 1995</u>		<u>Enclosed on following pages.</u>

The following is a "run" of the ownership of said property, historically, to the owner that built the house that still stands on it:

<u>VOL/PAGE</u>	<u>OWNER</u>
1614/720	Denis A. and Catherine Conrady
1137/289	Roy D. Beasley
803/649	First Denton County National Bank
728/162	D. Lester Mills (DLM, Inc.)
514/275	Harper Sinclair
474/111	Lynn Barlow Magee
460/222	Henry A. Barlow
460/216	Harper Sinclair
185/117	Dr. Jessie Louise Herrick

JA. Minnie and Hennie C. Minnie his wife,  
Dillon  
Three in value \$ 60 00 (\$3000.00)  
Dollars  
Received in and paid by Jessie L. Herrick, whose sole, the receipt of which is hereby acknowledged.

GRANT, Sheriff of Dallas  
Dallas, Texas  
Block No. 503, tract or parcel of land situated  
in the City of Dallas, County of Dallas, State of Texas, out of a 640 acre survey, being  
said to Joan R. Henry, designated on the S.B. of C.R.R. Co. map, No. 111, and being all of lot  
No. Thirteen (13) and the North 45 feet of lot No. twelve (12) in block No. One (1) as shown  
and designated on the map or plat of the "North Side Addition" to said City of Dallas,  
Texas, and more particularly described as follows: Beginning on the east 1/2 line of North  
Fourth Street, to the North East corner of said block No. One (1); THENCE South with the  
East 1/2 line of said Block No. One (1) 70 feet for corner; THENCE West 15 feet to the East 1/2  
line of an alley; THENCE North with the East 1/2 line of said alley 40 feet for corner on the  
North 1/2 line of said block No. One (1); THENCE West with the North 1/2 line of said block No.  
One (1) 150 feet to the place of beginning.

TO HAVE AND TO HOLD the above premises unto the heirs and assigns forever of the said  
Jessie L. Herrick, His sole, and her  
children and  
heirs forever  
Witness my hand and seal of office this 20th day of April 1908.

Witness our hands in Dallas Texas, this 20th day of April 1908.  
J. Williams,  
Dillon C. Minnie

THE STATE OF TEXAS,  
County of Dallas  
BEFORE ME  
County Clerk of this day personally appeared  
Dillon C. Minnie, 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 20th day of April 1908.

THE STATE OF TEXAS,  
County of Dallas  
Notary Public  
Dillon C. Minnie,  
Dillon C. Minnie,  
Dillon C. Minnie,  
Dillon C. Minnie,  
Dillon C. Minnie,  
Dillon C. Minnie,





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THE STATE OF TEXAS,  
COUNTY OF DENTON

Know All Men By These Presents:

9121

That I, Harper Sinclair, not joined herein by my wife for the reason the hereinafter described property constitutes no part of our homestead,

of the County of Denton State of Texas for and in consideration of the sum of Ten and No/100----- (\$10.00)----- DOLLARS, and other good and valuable considerations

to me paid, and secured to be paid, by D. Lester Mills and the execution and delivery by the Grantee herein of an installment vendor's lien note of even date herewith payable to Harper Sinclair in the principal sum of \$28,500.00 payable in monthly installments of \$204.20 each, the first of said installments to become due and payable on or before the 25th day of October, 1964, and a like installments to become due and payable on or before the 25th day of each succeeding month thereafter until said note, principal and interest, is paid in full, bearing interest on the unpaid balance at the rate of 6% per annum, interest payable monthly as it accrues as a part of said installments and said note containing the usual default, maturity and attorney's fee clauses and being additionally secured by deed of trust of even date herewith executed by the Grantee herein to George Hopkins, Trustee, which deed of trust contains the power of sale, tax and insurance clauses and other provisions commonly contained in deeds of trust;

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said D. Lester Mills, a single man,

of the County of Denton State of Texas All those certain tracts or parcels of land situated in Denton County, Texas, described in two tracts as follows:

FIRST TRACT:

All that certain lot, tract or parcel of land situated in the City of Denton, Denton County, Texas, part of the BBB & CRR Co. Survey, Scrip No. 111, Abst. No. 185, and being all of Lot No. 13 and the north 45 ft. of Lot No. 12, in Block No. 1, of the North Side Addition to the City of Denton, Texas, and being more particularly described as follows: BEGINNING on the west line of North Locust Street, at the northeast corner of Block No. 1, of the North Side Addition; THENCE South with the east line of Block No. 1, 70 feet, a corner; THENCE West 158 feet to the east line of an alley; THENCE North with the east line of an alley 70 feet, for corner on the north line of Block No. 1; THENCE East with the north line of Block No. 1, 158 feet to the place of beginning.

SECOND TRACT:

All that certain lot, tract or parcel of land situated in the City of Denton, Denton County, Texas, and being part of Subdivision No. 4, of the BBB & CRR Co. 640 acre survey, patented to John R. Henry, Assignee by virtue of Scrip No. 111, Abst. No. 185, and being also part of Lots Nos. 14, 15 and 16 in Block No. 1 of the North Side Addition to the City of Denton, Texas, and being more particularly described as follows:

BEGINNING at the northeast corner of Lot No. 14 in Block No. 1 of the North Side Addition;  
THENCE South 100 feet, a point in the east line of Lot No. 16 in Block No. 1 of said Addition;  
THENCE West 42 feet more or less, a stake for corner;  
THENCE North 100 feet to a point in the north line of Lot No. 14 in said Block No. 1;  
THENCE East 42 feet more or less to the place of beginning.

Grantee herein assumes payment of taxes for the year 1964.

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 D. Lester Mills, his

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 D. Lester Mills, 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 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 my hand at Denton, Texas this 25th day of September, A.D. 1964.

Witnesses at Request of Grantor:



*Harper Sinclair*  
Harper Sinclair



THE STATE OF TEXAS, )

COUNTY OF DENTON )



BEFORE ME, the undersigned authority,

in and for said County, Texas, on this day personally appeared

Harper Sinclair

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 25 day of September, A.D. 19 64.

(U.S.)

Carole Stullige  
Notary Public, Denton County, Texas

My Commission Expires June 1st, 1965.

FILED FOR RECORD: 7 day of Oct. A.D. 1964 at 4:35 o'clock PM

RECORDED: 13 day of Oct. A.D. 1964 at 3:20 o'clock PM

BY \_\_\_\_\_ DEPUTY \_\_\_\_\_  
Theta Parker, Clerk County Court  
Denton County, Texas

46 of 22  
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The State of Texas,

County of DENTON

Know All Men by These Presents: 6226

That I, HARPER SINCLAIR, not joined herein by his wife for the reason that the hereinbelow described property does not constitute any part of his homestead;

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

TEN and NO/100 (\$10.00)-----DOLLARS

to me paid, and secured to be paid, by HENRY A. BARLOW, the receipt of which is hereby fully acknowledged and confessed, and the balance of said consideration is evidenced by the execution and delivery by the said Henry A. Barlow of one certain monthly installment vendor's lien note, of even date herewith, in the principal sum of \$9,000.00, bearing interest from date at the rate of 6 1/2 per centum per annum, both principal and interest payable to the order of North Texas Savings & Loan Association, of Denton, Texas, and both principal and interest being payable in equal monthly installments of \$78.40 each, including interest, the first installment being due and payable on or before November 1, 1960, and one installment being due and payable on or before the 1st day of each succeeding month thereafter, until the whole of principal and interest are paid, said note providing that all past due installments shall bear interest from maturity at the rate of ten per centum per annum, and containing the usual accelerated maturity and attorney's fee clauses; and said note representing that amount this day advanced and paid by the North Texas Savings & Loan Association of Denton, Texas, toward the purchase price of said property at the special instance and request of the Grantee and for his use and benefit and in addition to the vendor's lien herein given and granted, a Deed of Trust is this day given to C. C. Orr, Jr., Trustee, for the benefit of the holder of said note, and the payee therein, or other holder thereof is hereby subrogated to all of the rights, titles, liens, equities and remedies which the Grantor would have if said note were payable directly to him.

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said Henry A. Barlow

of the County of Denton State of Texas all that certain lot, tract or parcel of land situated in the City of Denton, County of Denton, and State of Texas, out of a 640 acre survey, Patented to John R. Henry, Assignee of the BBB & CRR Co. Scrip No. 111, and being all of Lot No. Thirteen (13) and the North 45 feet of Lot No. Twelve (12) in Block No. One (1) as shown and designated on the map or plat of the "North Side Addition" to said City of Denton, Texas, and more particularly described as follows:

- BEGINNING on the West B Line of North Locust Street, at the Northeast corner of said Block No. One (1);
- THENCE South with the East B Line of said Block No. One, 70 feet for corner;
- THENCE West 158 feet to the East B. Line of an alley;
- THENCE North with the East B Line of said Alley, 70 feet for corner on the North B Line of said Block No. One (1);
- THENCE East with the North B Line of said Block No. One (1), 158 feet to the place of beginning;

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 Henry A. Barlow, his

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 Henry A. Barlow, his

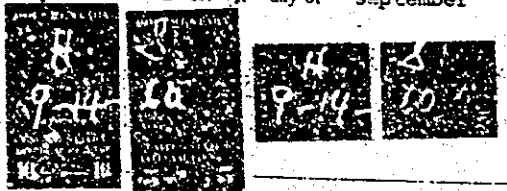
460/223  
②

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 my hand at Denton, Texas,

this 14th day of September 19 60.



*Harper Sinclair*  
HARPER SINCLAIR

SINGLE ACKNOWLEDGMENT

THE STATE OF TEXAS,  
COUNTY OF DENTON

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared HARPER SINCLAIR 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 17<sup>th</sup> day of September A. D. 19 60.

(L. S.)

*Royce W. White*  
Notary Public in and for Denton County, Texas

FILED FOR RECORD: 20 day of September A. D. 1960 at 11:00 o'clock A.M.  
RECORDED: 20 day of September A. D. 1960 at 11:55 o'clock A.M.  
By: A. J. Barnett, Clerk County Court, Denton County, Texas

A W-WARRANTY DEED—With Single, Joint and Trust's Separate Acknowledgments MARTIN Stationery Co., Dallas

THE STATE OF TEXAS,  
County of DENTON

Know All Men By These Presents: 6220

That DEUTSCH LEWISVILLE COMPANY, a corporation

of the County of Denton, State of Texas for and in consideration of the sum of TEN AND NO/100-----DOLLARS, and other good and valuable consideration,

to it in hand paid by JAMES DOSS, Trustee, the receipt of which is hereby fully acknowledged,

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said James Doss

of the County of Parker, State of Texas all that certain tract of land situated in Denton County, Texas, being a part of a 94.6 acre tract out of the Jesse Sutton Survey, Abstract No. 1155, conveyed to A. I. Simpson, et ux Gladys, by C. O. Jordan, et ux Cecil, by deed recorded in Volume 299, page 34L, of the Deed Records of Denton County, Texas, and more particularly described as follows: BEGINNING at the SW corner of the above 94.6 acre tract near center of a gravel road; THENCE N 89°58 minutes E a distance of 1552.50' to corner, same being the SE corner of 94.6 acre tract; THENCE N 0 degrees 24 minutes E along the East line of 94.6 acre tract a distance of 1917.10' to corner, same being the SE corner of the Rolling Ridge Addition to the City of Lewisville, Texas; THENCE along the South line of Rolling Ridge Addition N

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 hand and seal at Denton, Texas, this 15th day of September, A.D. 19 60.

Witnesses at: [Signature] (J. D. Wasson); [Signature] (Louise Wasson)

THE STATE OF TEXAS,

COUNTY OF \_\_\_\_\_ BEFORE ME, the undersigned authority,

in and for said County, Texas, on this day personally appeared J. D. Wasson and Louise Wasson 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 Louise Wasson, wife of the said J. D. Wasson, having been examined by me privately and apart from her husband, and having the same fully explained to her, she, the said Louise Wasson, 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 15th day of September, A.D. 19 60. (H. S.) [Signature] (H. Veatch) Notary Public, Denton, Texas My Commission Expires June 1, 19 61

THE STATE OF TEXAS, County of DENTON

Know All Men By These Presents: 6925

That we, Luc E. Johnson and Lillian Herrick Chapman, Independent Executors of the Estate and of the Last Will and Testament of Jessie Louise Herrick, Deceased

of the County of Denton, State of Texas for and in consideration of

the sum of TWENTY THOUSAND EIGHT HUNDRED FIFTY and no/100 (\$20,850.00)-----DOLLARS

to us in hand paid by Harper Sinclair, the receipt of which is hereby fully acknowledged

460/216

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VC. 460

Harper Sinclair

of the County of Denton, State of Texas, all that certain lots, tracts or parcels of land situated in the City of Denton, Denton County, Texas, being described in two tracts as follows:

FIRST TRACT: All that certain lot, tract or parcel of land situated in the City and County of Denton, State of Texas, being all of Lot No. 13 and part of Lot No. 12 in Block No. 1 of the North Side Addition to the City of Denton, and described as follows:

BEGINNING at the northeast corner of Lot No. 13 in Block No. 1 of said addition;

THENCE South with the north line of North Locust Street, 75 feet, a corner;

THENCE West parallel with the south line of College Street, 140 feet, a corner in the east line of Lot No. 13 in Block No. 1 of said North Side Addition;

THENCE North 75 feet, a corner, said corner being the northeast corner of Lot No. 13 and in the south line of College Street;

THENCE East 140 feet to the place of beginning.

SECOND TRACT: All that certain lot, tract or parcel of land situated in the City of Denton, Denton County, Texas, and being a part

of Lots Nos. 14, 15 and 16 in Block No. 1 of the North Side Addition to the City of Denton, and being more particularly described as follows:

BEGINNING at the northeast corner of Lot No. 14, said point being the south line of College Street;

THENCE South with the east lines of Lots Nos. 14, 15 and 16, 100 feet a corner;

THENCE West 42 feet, a corner;

THENCE North 100 feet, a corner in the south line of College Street;

THENCE East 42 feet to the place of beginning, and being the same land as that described in deed from S. M. Watson, et ux, to Jessie L. Herrick, dated July 14, 1927, recorded in Book 214, page 205 of the Deed Records of Denton County, Texas.

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

Harper Sinclair, his

heirs and assigns forever; and we do hereby bind ourselves, our successors and assigns heirs, executors and administrators, to Warrant and Forever Defend all and singular the said premises unto the said

Harper Sinclair, his

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

Witness our hands etc

this 4th day of

September

A.D. 19 20

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Lee E. Johnson  
Lee E. Johnson

Lillian Herrick Chapman  
Executors of the Estate and of the  
Last Will and Testament of  
Harper Sinclair, deceased

Knows 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, and in the capacity therein stated.  
GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 13<sup>th</sup> day of September, A.D. 1961.  
(L.S.)  
Notary Public: Denton, County, Texas  
My Commission Expires June 19

FILED FOR RECORD: 20 day of October, A.D. 1961 at 8:30 o'clock P.M.  
RECORDED: 1 day of November, A.D. 1961 at 8:40 o'clock A.M.  
By: A.J. Barnett, Deputy, Clerk County Court, Denton County, Texas

A DEED WARRANTY DEED—With Single, Joint and With Separate Acknowledgments  
MARTIN 52-2000-1-1-1964

THE STATE OF TEXAS, \$535  
County of DENTON Know All Men By These Presents:

That I, Lynn Barlow Magee, joined herein by my husband, V. S. Magee,

of the County of Denton, State of Texas, for and in consideration of the sum of

TLN and no/100 (\$10.00) ----- DOLLARS and other good and valuable consideration

to us in hand paid by Harper Sinclair, the receipt of which is hereby fully acknowledged,

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said

Harper Sinclair

of the County of Denton, State of Texas, all that certain lots, tracts or parcels of land situated in the City and County of Denton, State of Texas, being more particularly described in two tracts as follows:

TRACT NO. ONE: All that certain lot, tract or parcel of land situated in the City of Denton, Denton County, Texas, a part of the E. Pucalski Survey, Abstract No. 996, and being more particularly described as follows:

BEGINNING at a point in the west line of Fry Street, said point being 173 feet North of the intersection of the north line of West Oak Street and the west line of Fry Street, said point being the northeast corner of the Woodward lot;

474/111  
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VOLUME 474

NOTARY PUBLIC



THENCE West 181 feet, a stake for corner;  
THENCE North 105 feet, a stake for corner;  
THENCE East 181 feet, a stake for corner in the west line of Fry Street;  
THENCE South 165 feet with the west line of Fry Street to the place of beginning.

TRACT NO. TWO: All that certain lot, tract or parcel of land situated in the City of Denton, Denton County, Texas, part of the B.B.B. & C.R.R.

Co. Survey, Scrip No. 111, and being all of Lot No. 13 and the North 45 feet of Lot No. 12 in Block No. 1 of the North Side Addition to the City of Denton, Texas, and being more particularly described as follows:

BEGINNING on the west line of North Locust Street, at the northeast corner of Block No. 1 of the North Side Addition;  
THENCE South with the east line of Block No. 1, 70 feet a corner,  
THENCE West 158 feet to the east line of an alley;  
THENCE North with the east line of an alley 70 feet for corner on the north line of Block No. 1;  
THENCE East with the north line of Block No. 1, 158 feet to the place of beginning.

This conveyance is subject to all outstanding liens on the hereinbefore described property, including current 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

Harper Sinclair, 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

Harper Sinclair, his

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

Witness our hands at Denton, Texas this 13th day of October, A.D. 1961

Witnesses at Request of Grantor:

*Lynn Barlow Magee*  
(Lynn Barlow Magee)

*V. S. Magee*  
(V. S. Magee)

THE STATE OF TEXAS,

COUNTY OF DENTON

BEFORE ME, the undersigned authority,

is and for said County, Texas, on this day personally appeared V. S. Magee and Lynn Earlow Magee

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

Lynn Barlow Magee wife of the said V. S. Magee having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said

Lynn Barlow Magee 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 13th day of October, A.D. 1961

(L.S.) GEORGE HORNMAN, Notary Public  
in and for Denton County, Texas.  
My Commission Expires June 1, 1963

*George Hornman*  
Notary Public, Denton County, Texas  
My Commission Expires June 1st 1963

174/112  
(2)

NOTICE

San Antonio Bar Association for use by Lawyers only. 8-68-5M  
To select the proper form, fill in blank spaces, strike out form provisions  
or insert special terms constitutes the practice of law. No "standard  
form" can meet all requirements. (Rev. 8-68)

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# QUITCLAIM DEED

LVOL 728 PAGE 162

DEED RECORDS

20151

THE STATE OF TEXAS

COUNTY OF DENTON

KNOW ALL MEN BY THESE PRESENTS:

That D. Lester Mills, also known as Les Mills

of the County of Denton State of Texas, for and

in consideration of the sum of \$10.00 and other good and valuable consideration

in hand paid by the grantee herein named, the receipt of which is hereby acknowledged, have QUIT-

CLAIMED, and by these presents do QUITCLAIM unto DIM Company, Inc., a Texas

Corporation of the

County of Dallas State of Texas, all of my right,

title and interest in and to the following described real property situated in Denton County,

Texas, to-wit: Said real property being described in particular as set

forth on Exhibit A attached hereto and incorporated herein.

TO HAVE AND TO HOLD all of my right, title and interest in and to the above described property  
and premises unto the said grantee, its successors and assigns forever, so that neither I nor  
my heirs, legal representatives or assigns shall at any time hereafter have, claim or demand any  
right or title to the aforesaid property, premises or appurtenances or any part thereof.

EXECUTED this 22 day of November, A. D. 1974

*D. Lester Mills*  
D. Lester Mills

EXHIBIT A

728/16-  
②

VOL 728 PAGE 153

**FIRST TRACT:** All that certain lot, tract or parcel of land situated in the City of Denton, Denton County, Texas, part of the BSB & CRR Co. Survey, Scrip No. 111, Abstract No. 185, and being all of Lot 13 and the North 45 feet of Lot 12 in Block 1, of the NORTH SIDE ADDITION, to the City of Denton, Texas, and more particularly described as follows:

**BEGINNING** on the west line of North Locust Street at the northeast corner of Block 1 of the North Side Addition;  
**TENCE** South with the east line of Block 1, 70 feet, a corner;  
**TENCE** West 158 feet to the east line of an alley;  
**TENCE** North with the east line of an alley, 70 feet, for corner on the north line of Block No. 1;  
**TENCE** East with the north line of Block 1, 158 feet to the place of beginning.

**SECOND TRACT:** All that certain lot, tract or parcel of land situated in the City of Denton, Denton County, Texas, being part of Subdivision No. 4, of the BSB & CRR Co. 640 acre survey, patented to John R. Henry, Assignee by virtue of Scrip No. 111, Abstract 185, and being also part of Lots Nos. 14, 15 and 16 in Block No. 1 of the North Side Addition to the City of Denton, Texas, and described by notes and bounds as follows:

**BEGINNING** at the northeast corner of Lot No. 14 in Block No. 1 of the North Side Addition;  
**TENCE** South 100 feet, a point in the east line of Lot 16 in Block 1 of said Addition;  
**TENCE** West 42 feet, more or less, a stake for corner;  
**TENCE** North 100 feet to a point in the north line of Lot 14 in said Block 1;  
**TENCE** East 42 feet more or less to the place of beginning.

**THIRD TRACT:** All that certain lot, tract or parcel of land lying and being situated in the City and County of Denton, State of Texas, and being known and designated as Lot 11 and the South 5 feet of Lot 12, Block 1, NORTH SIDE ADDITION, an Addition to the City of Denton, Texas, according to the plat of record in the office of the County Clerk of Denton County, Texas.

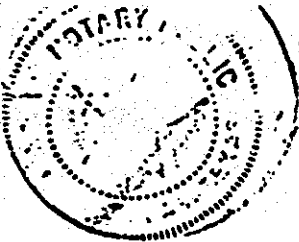
THE STATE OF TEXAS  
COUNTY OF Dallas

Before me, the undersigned authority, on this day personally appeared D. Lester Mills, also known as Les Mills.

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

Given under my hand and seal of office on this the 22 day of November, A. D. 1974.

Linda Lewis  
Notary Public in and for Dallas County, Texas.



(Acknowledgment)

THE STATE OF TEXAS  
COUNTY OF

Before me, the undersigned authority, on this day personally appeared

known to me to be the person whose name 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 on this the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19 \_\_\_\_\_.

Notary Public in and for \_\_\_\_\_ County, Texas.

QUITCLAIM DEED

D. Lester Mills

TU

DLM Company, Inc.

Filed for record the \_\_\_\_\_ day of \_\_\_\_\_, A. D. 19 \_\_\_\_\_.

\_\_\_\_\_ o'clock \_\_\_\_\_ M.

County Clerk \_\_\_\_\_ County, Texas

By \_\_\_\_\_ Deputy

PREPARED IN THE LAW OFFICE OF:

BLANCHETTE, SHELTON & JAMES

PLEASE RETURN TO:

Stephen A. Coke  
4000 First National Bank Bldg.  
Dallas, TX. 75202

FILED FOR RECORD 22 DAY OF Dec A.D. 1974, at 11:11 A.M.  
RECORDED 22 DAY OF Dec A.D. 1974.  
MARY JO HILL, COUNTY CLERK, DENTON COUNTY, TEXAS.  
BY: M. J. Hilly DEPUTY.

DEED RECORDS

WHEREAS, On the 9th day of February

A. D. 1976

DLM COMPANY, INC., a corporation

18015

executed and delivered to **BILL J. KING** as Trustee,  
a Deed of Trust of said date, which is of Record in book 422 page 285 of the Records of  
Deeds of Trust of Denton County, Texas, whereby, for the purpose of securing the payment of  
certain indebtedness payable to **FIRST DENTON COUNTY NATIONAL BANK**  
set out in said Deed of Trust, the said Grantors have Granted, Sold and Conveyed to the said Trustee in trust, the fol-  
lowing described property, lying and being in the County of Denton and State

of Texas, viz: All those certain tracts of land described as follows:  
**FIRST TRACT:** All that certain lot, tract or parcel of land situated in  
the City of Denton, Denton County, Texas, part of the BBB & CRR Co.  
Survey, Scrip No. 111, Abstract No. 185, and being all of Lot 13 and the  
North 45 feet of Lot 12 in Block 1, of the North Side Addition, to the  
City of Denton, Texas, and more particularly described as follows:

BEGINNING on the west line of North Locust Street at the northeast  
corner of Block 1 of the North Side Addition;  
THENCE South with the east line of Block 1, 70 feet, a corner;  
THENCE West 158 feet to the east line of an alley;  
THENCE North with the east line of an alley, 70 feet, for corner on  
the north line of Block No. 1;  
THENCE East with the north line of Block 1, 158 feet to the place of  
beginning.

**SECOND TRACT:** All that certain lot, tract or parcel of land situated in  
the City of Denton, Denton County, Texas, being part of Subdivision  
No. 4, of the BBB & CRR Co. 640 acre survey, patented to John R. Henry,  
Assignee by virtue of Scrip No. 111, Abstract 185, and being also part  
of Lots Nos. 14, 15, and 16 in Block No. 1 of the North Side Addition  
to the City of Denton, Texas, and described by metes and bounds as  
follows:

BEGINNING at the northeast corner of Lot No. 14 in Block No. 1 of  
the North Side Addition;  
THENCE South 100 feet, a point in the east line of Lot 16 in Block 1  
of said Addition;  
THENCE West 12 feet, more or less, a stake for corner;  
THENCE North 100 feet to a point in the north line of Lot 14 in said  
Block 1;

THENCE East 42 feet more or less to the place of beginning.  
**THIRD TRACT:** All that certain lot, tract or parcel of land lying and  
being situated in the City and County of Denton, State of Texas, and being  
known and designated as Lot 11 and the South 5 feet of Lot 12, Block 1,  
NORTH SIDE ADDITION, an Addition to the City of Denton, Texas, according  
to the plat of record in the office of the County Clerk of Denton County,  
Texas.

TO HAVE AND TO HOLD the herein described premises, together with all and singular, the rights and appur-  
tenances thereto in any wise belonging unto the said Trustee, and to the successor or substitute in this trust, and to  
his assigns forever.

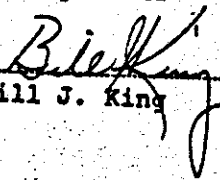
AND, WHEREAS, Default has been made in the payment of said indebtedness and the holder of said indebtedness has since said default, requested me, the said Trustee, to sell said property in accordance with the provisions of said Deed of Trust, for the purpose of paying said indebtedness; and, whereas, pursuant to said request and to the provisions of said Deed of Trust, I proceeded to sell said property at public auction, at the courthouse door between the hours of ten o'clock A. M. and four o'clock P. M. on Tuesday the 7th day of September A. D. 19 76 after having given public notice of the time, place and terms of such sale, as required by the terms of said Deed of Trust, to wit: By posting written notice thereof for three consecutive weeks prior to the day of sale in three public places in Denton County, Texas, one of which was at the courthouse door of said County;

AND WHEREAS, At such sale said property was struck off to First Denton County National Bank for the price and sum of ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00)-----DOLLARS, the same being the best and highest bidder for the same, and said sum being the best and highest bid therefor; now, therefore

KNOW ALL MEN BY THESE PRESENTS, That I, Bill J. King of Denton County, Texas, Trustee as aforesaid, by virtue of the powers granted to me by said Deed of Trust, and in consideration of the foregoing premises and of the sum of ONE HUNDRED THOUSAND AND NO/100 (\$100,000.00) -----DOLLARS, to me cash in hand paid by the said First Denton County National Bank the receipt whereof is hereby acknowledged (which said sum of money I have applied to the directions of said Deed of Trust), have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said First Denton County National Bank of the County of Denton State of Texas the property hereinbefore described;

TO HAVE AND TO HOLD The said property, together with all and singular, the rights and appurtenances thereto in any wise belonging unto the said First Denton County National Bank and to his and their assigns forever. And for and on behalf of the said DLM Company, Inc., a corporation Grantor in said Deed of Trust, and its successors and assigns I do hereby bind the said DLM Company, Inc, a corporation and its successors and assigns Warrant and Forever Defend, all and singular, said premises, in so far as is authorized by said Deed of Trust, unto the said First Denton County National Bank and its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS MY HAND This 7th day of September A. D. 19 76

  
\_\_\_\_\_  
Bill J. King Trustee.

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THE STATE OF TEXAS,

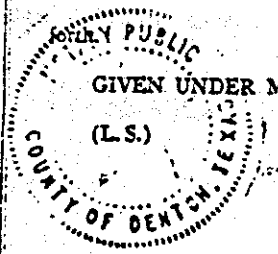
COUNTY OF DENTON

BEFORE ME, the undersigned authority,

in and for said County, Texas, on this day personally appeared

Bill J. King

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



GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13th day of September A. D. 19 76

(L.S.)

*Bill J. King*

Notary Public, Denton County, Texas

My Commission Expires June 1, 1977

THE STATE OF TEXAS,

COUNTY OF

I, County Clerk,

do hereby certify that the foregoing Trustee's Deed was filed in my office for record on the

day of A. D. 19, at o'clock M. and duly recorded on the

day of A. D. 19, in book page, Records

of Trustee's Deeds, County, Texas.

WITNESS MY HAND AND OFFICIAL SEAL At my office in, Texas,

this day of A. D. 19

(L.S.)

County Clerk, County, Texas.

By, Deputy.

169 3:57  
AS 511 D

A-108

No. 15215

# TRUSTEE'S DEED

BILL J. KING  
Trustee.

TO

FIRST DENTON COUNTY NATIONAL  
BANK

### FILED FOR RECORD

This day of Sept 1976 A.D. 19

at Denton M.

County Clerk  
Denton County, Texas

Vol. 803 Page 652

RECORDED

In Volume \_\_\_\_\_ Page \_\_\_\_\_

Recording Fee \$ \_\_\_\_\_

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

MARTIN Stationery Co., Dallas  
FDCNB, Box 510, Denton, Texas 76204

FILED FOR RECORD 13th DAY OF Sept. A.D. 1976, at 3:53 P. M.  
RECORDED 14th DAY OF Sept. A.D. 1976.  
MARY JO HILL, COUNTY CLERK, DENTON COUNTY, TEXAS.  
BY: Vera Leno DEPUTY.



**NOTICE**

Prepared by the State Bar of Texas for use by Lawyers only. Reviewed 1-1-76.  
To select the proper form, fill in blank spaces, strike out form provisions or  
insert special terms constitutes the practice of law. No "standard form" can  
meet all requirements.

11572  
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**WARRANTY DEED WITH VENDOR'S LIEN**

THE STATE OF TEXAS  
COUNTY OF DENTON

DEED RECORDS }

KNOW ALL MEN BY THESE PRESENTS:

That **FIRST DENTON NATIONAL BANK**

**D 9874**

of the County of **Denton** and State of **Texas** for and in  
consideration of the sum of

-----TEN AND NO/100 (\$10.00)-----DOLLARS

and other valuable consideration to the undersigned paid by the grantees herein named, the receipt of which  
is hereby acknowledged, and the further consideration of the execution and delivery by the  
Grantees herein of one certain promissory note of even date herewith in  
the original principal sum of \$65,000.00, bearing interest as provided  
for therein, both principal and interest payable to the order of Grantor  
herein as provided for in said note;

RETURN TO: **ROY BEASLEY**  
**1513 N. Locust**  
**Denton, Texas 76201**

the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a deed  
of trust of even date herewith to **MARSHALL J. EVERETT** Trustee,

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto  
**ROY DENNIS BEASLEY ET UX, MARIA ELIZABETE BEASLEY**

of the County of **Denton** and State of **Denton**, all of the following described real  
property in **Denton** County, Texas, to-wit:

All that certain lot, tract or parcel of land being situated in Denton  
County, Texas, being Lot No. 12A, in Block No. 1, of the Replat of NORTHSIDE  
ADDITION, an addition to the City of Denton, Texas, as shown by plat of  
record in Volume B, Page 375, Plat Records of Denton County, Texas.

(2)

Vol 1137 page 233

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 grantees . their heirs and assigns forever, and it does hereby bind itself, its successors and assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantees . their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed that the VENDOR'S LIEN, as well as the Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

EXECUTED this 8th day of April . A. D. 19 82

ATTEST:

*Mary O'Harden*

FIRST DENTON NATIONAL BANK  
By *David Watson*  
DAVID WATSON, VICE PRESIDENT

(Acknowledgment)

THE STATE OF TEXAS  
COUNTY OF }

Before me, the undersigned authority, on this day personally appeared

known to me to be the person ..... whose name..... 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 on this the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19 \_\_\_\_\_

Notary Public in and for \_\_\_\_\_ County, Texas.  
My commission expires....., 19.....  
(Printed or stamped name of notary)

(Acknowledgment)

THE STATE OF TEXAS  
COUNTY OF }

Before me, the undersigned authority, on this day personally appeared

known to me to be the person..... whose name..... 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 on this the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19 \_\_\_\_\_

Notary Public in and for \_\_\_\_\_ County, Texas.  
My commission expires....., 19.....  
(Printed or stamped name of notary)

(Acknowledgment)

THE STATE OF TEXAS  
COUNTY OF }

Before me, the undersigned authority, on this day personally appeared

known to me to be the person ..... whose name..... 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 on this the \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19 \_\_\_\_\_

Notary Public in and for \_\_\_\_\_ County, Texas.  
My commission expires....., 19.....  
(Printed or stamped name of notary)

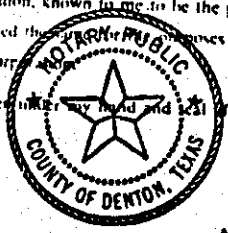
(Corporate Acknowledgment)

THE STATE OF TEXAS  
COUNTY OF DENTON }

Before me, the undersigned authority, on this day personally appeared **DAVID WATSON, VICE PRESIDENT**  
of **FIRST DENTON NATIONAL BANK**

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 on this the 8th day of April, A.D. 1982



Notary Public in and for State of Texas  
My commission expires..... 12/18..... 1984  
Sue R. Shaw  
(Printed or stamped name of notary)

9874

WARRANTY DEED  
WITH VENDOR'S LIEN

FIRST DENTON NATIONAL  
BANK

TO

ROY DENNIS BEASLEY ET UX,  
MARIE ELIZABETE BEASLEY

FILED  
1982 APR 13 PM 3:13  
COUNTY CLERK DENTON CO. TEX  
BY *E.H.* DEPUTY

VOL 1137 PAGE 292

PREPARED IN THE LAW OFFICE OF:

PLEASE RETURN TO:

Roy Beasley  
1513 N. Locust  
Denton, Texas 76201

FILED FOR RECORD 13th DAY OF April A.D. 1982, at 3:13 P.  
RECORDED 14th DAY OF April A.D. 1982.  
MARY O'HILL COUNTY CLERK DENTON COUNTY, TEXAS.  
BY: *Dea. J. J. [unclear]* DEPUTY.

GENERAL WARRANTY DEED WITH VENDOR'S LIEN

19462

THE STATE OF TEXAS I

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON I

THAT LOY DENNIS JOHNSON ET UX MARGARET ELIZABETH JOHNSON of the County of DENTON, State of Texas, hereinafter called "Grantor," for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), together with other good and valuable consideration, to Grantor cash in hand paid by

MARGARET E. JOHNSON, whose mailing address is 2024 Kendolph Dr., Denton, Texas 76205, herein called "Grantee," the receipt of which is hereby acknowledged, and in further consideration of the additional sum of

EIGHT HUNDRED AND NO/100 (\$800.00) DOLLARS to Grantor cash in hand paid by TEXAS WESTERN MORTGAGE, INC., a corporation, of Houston, Texas, herein called "Lender," at the request of, and as a loan to, Grantee, evidenced by the execution and delivery by Grantee to Lender of a promissory note payable to Lender in the principal sum of \$100,000.00, has GRANTED, SOLD and CONVEYED, and by these presents does Grant, Sell and Convey, unto Grantee, of the County of DENTON, State of Texas, the following described property, together with all improvements located thereon, lying and being situated in DENTON County, Texas, to-wit:

LOT TWELVE A (12A), BLOCK ONE (11), NORTH FORK ADDITION, 10 ACRES TO THE CITY OF DENTON, DENTON COUNTY, ADJACENT TO THE SOUTHWEST CORNER OF LARIMER ST, PAGE 370, PLAT 1010000, DENTON COUNTY, TEXAS.

This conveyance is expressly made subject to the restrictions, covenants, conditions, limitations, easements and mineral reservations, if any, now in force and existing of record in the office of the County Clerk of DENTON County, Texas, to which reference is here made for all purposes.

The note in favor of Lender, above referred to, is payable in the manner, at the maturities and bears interest at the rate therein specified and includes the usual ten per cent collection fee and the various accelerating maturity clauses effective in the event of default. The payment of said note is secured by the retention herein of a vendor's lien and the superior title to the property conveyed in favor of Lender and by deed of trust executed by Grantee to Edgar W. Monteith, Trustee for Lender, to which reference is made for all purposes.

In consideration of the payment by Lender to Grantor of that portion of the consideration paid for said property above mentioned for the use and benefit of Grantee, Grantor hereby assigns, transfers and conveys to Lender, without recourse on Grantor, the indebtedness represented by said note, together with all and singular the vendor's and contract liens, rights, equities, title and interest in the said property, including the superior title, which Grantor has by virtue of the premises.

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 Grantee, his heirs and assigns forever, and Grantor does hereby bind himself, his heirs, executors, administrators, successors and assigns to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto the said Grantee, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. Taxes for the current year have been prorated and are assumed by Grantee.

It is expressly agreed and stipulated that the vendor's lien and superior title are retained against the above described property, premises and improvements, in favor of Lender, until the above described note in its favor and all interest thereon are fully paid according to its face and tenor, effect and reading, when this deed shall become absolute.

EXECUTED THIS THE 12TH DAY OF APRIL, 1935.

1619/722  
(3)

Ray Dennis Beasley  
RAY DENNIS BEASLEY

Maria Elizabeth Beasley  
MARIA ELIZABETE BEASLEY

Vol. 151 Page 722

THE STATE OF TEXAS  
COUNTY OF \_\_\_\_\_

BEFORE ME, THE UNDERSIGNED, AUTHORITY, ON THIS DAY PERSONALLY  
APPEARED, RAY DENNIS BEASLEY ET UX MARIA ELIZABETE BEASLEY  
KNOWN TO ME TO BE THE PERSON(S) WHOSE NAME(S) 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 12 DAY  
OF April, 1985.

Kathy Leverett  
NOTARY PUBLIC IN AND FOR  
THE STATE OF TEXAS



KATHY LEVERETT  
My Commission Expires  
3-25-87

EXPIRATION DATE:

AFTER RECORDING RETURN TO:  
Mr. and Mrs. Denis A. Conrady  
2024 Kendolph Dr.  
Denton, Texas 76205

FILED  
85 APR 17 AIO: 59  
19:59  
4

FILED FOR RECORD 17 DAY OF April A.D. 1985, at 10:59  
RECORDED 17 DAY OF April A.D. 1985.  
MARY JO HILL, COUNTY CLERK, DENTON COUNTY, TEXAS.  
BY: Virginia Sullivan DEPUTY.

**DEED OF TRUST**  
REAL PROPERTY RECORDS

54251

Date: October 14, 1991

Grantor: Denis A. Conrady and wife, Catherine P. Conrady

Grantor's Mailing Address (including county): 2024 KenDolph  
Denton (Denton County), Texas 76205

Trustee: Jim L. Buryard

Trustee's Mailing Address (including county): P. O. Box 580  
Denton (Denton County), Texas 76202

Beneficiary: Bank One, Texas, N.A.

Beneficiary's Mailing Address (including county): P. O. Box 580  
Denton (Denton County), Texas 76202

Note(s)

Date: October 14, 1991

Amount: \$111,200.00

Maker: Denis A. Conrady and wife, Catherine P. Conrady

Payee: Bank One, Texas, N.A.

Final Maturity Date: April 14, 1999

Terms of Payment (optional): as in said note provided

Property (including any improvements): Being Lot 12-A, in Block 1, of NORTHSIDE  
ADDITION, an Addition to the City of Denton, Texas, according to the  
Replat thereof recorded in Cabinet B, Page 375, Plat Records of Denton  
County, Texas.

Prior Liens (including recording information): none



For value received and to secure payment of the note, Grantor conveys the property to Trustee in trust. Grantor warrants and agrees to defend the title to the property. If Grantor performs all the covenants and pays the note according to its terms, this deed of trust shall have no further effect, and Beneficiary shall release it at Grantor's expense.

**Grantor's Obligations**

Grantor agrees to:

1. keep the property in good repair and condition;
2. pay all taxes and assessments on the property when due;
3. preserve the lien's priority as it is established in this deed of trust;
4. maintain, in a form acceptable to Beneficiary, an insurance policy that:
  - a. covers all improvements for their full insurable value as determined when the policy is issued and renewed, unless Beneficiary approves a smaller amount in writing;
  - b. contains an 80% coinsurance clause;
  - c. provides fire and extended coverage, including windstorm coverage;
  - d. protects Beneficiary with a standard mortgage clause;
  - e. provides flood insurance at any time the property is in a flood hazard area; and
  - f. contains such other coverage as Beneficiary may reasonably require;
5. comply at all times with the requirements of the 80% coinsurance clause;
6. deliver the insurance policy to Beneficiary and deliver renewals to Beneficiary at least ten days before expiration;
7. keep any buildings occupied as required by the insurance policy; and
8. if this is not a first lien, pay all prior lien notes that Grantor is personally liable to pay and abide by all prior lien instruments.

**Beneficiary's Rights**

1. Beneficiary may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of Trustee.
2. If the proceeds of the note are used to pay any debt secured by prior liens, Beneficiary is subrogated to all of the rights and liens of the holders of any debt so paid.
3. Beneficiary may apply any proceeds received under the insurance policy either to reduce the note or to repair or replace damaged or destroyed improvements covered by the policy.
4. If Grantor fails to perform any of Grantor's obligations, Beneficiary may perform those obligations and be reimbursed by Grantor on demand at the place where the note is payable for any sums so paid, including attorney's fees, plus interest on these sums from the dates of payment at the rate stated in the note for matured, unpaid amounts. The sum to be reimbursed shall be secured by this deed of trust.
5. If Grantor defaults on the note or fails to perform any of Grantor's obligations or if default occurs on a prior lien note or other instrument, and the default continues after Beneficiary gives Grantor notice of the default and the time within which it must be cured, as may be required by law or by written agreement, then Beneficiary may:
  - a. declare the unpaid principal balance and earned interest on the note immediately due;
  - b. request Trustee to foreclose this lien, in which case Beneficiary or Beneficiary's agent shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended; and
  - c. purchase the property at any foreclosure sale by offering the highest bid and then have the bid credited on the note.

**Trustee's Duties**

If requested by Beneficiary to foreclose this lien, Trustee shall:

1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then amended;
2. sell and convey all or part of the property to the highest bidder for cash with a general warranty binding Grantor, subject to prior liens and to other exceptions to conveyance and warranty; and
3. from the proceeds of the sale, pay, in this order:
  - a. expenses of foreclosure, including a commission to Trustee of 5% of the bid;
  - b. to Beneficiary, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
  - c. any amounts required by law to be paid before payment to Grantor; and
  - d. to Grantor, any balance.

## General Provisions

1. If any of the property is sold under this deed of trust, Grantor shall immediately surrender possession to the purchaser. If Grantor fails to do so, Grantor shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.

2. Recitals in any Trustee's deed conveying the property will be presumed to be true.

3. Proceeding under this deed of trust, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.

4. This lien shall remain superior to liens later created even if the time of payment of all or part of the note is extended or part of the property is released.

5. If any portion of the note cannot be lawfully secured by this deed of trust, payments shall be applied first to discharge that portion.

6. Grantor assigns to Beneficiary all sums payable to or received by Grantor from condemnation of all or part of the property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the property. After deducting any expenses incurred, including attorney's fees, Beneficiary may release any remaining sums to Grantor or apply such sums to reduce the note. Beneficiary shall not be liable for failure to collect or to exercise diligence in collecting any such sums.

7. Grantor assigns to Beneficiary absolutely, not only as collateral, all present and future rent and other income and receipts from the property. Leases are not assigned. Grantor warrants the validity and enforceability of the assignment. Grantor may as Beneficiary's licensee collect rent and other income and receipts as long as Grantor is not in default under the note or this deed of trust. Grantor will apply all rent and other income and receipts to payment of the note and performance of this deed of trust, but if the rent and other income and receipts exceed the amount due under the note and deed of trust, Grantor may retain the excess. If Grantor defaults in payment of the note or performance of this deed of trust, Beneficiary may terminate Grantor's license to collect and then as Grantor's agent may rent the property if it is vacant and collect all rent and other income and receipts. Beneficiary neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the property. Beneficiary may exercise Beneficiary's rights and remedies under this paragraph without taking possession of the property. Beneficiary shall apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Beneficiary's rights and remedies and then to Grantor's obligations under the note and this deed of trust in the order determined by Beneficiary. Beneficiary is not required to act under this paragraph, and acting under this paragraph does not waive any of Beneficiary's other rights or remedies. If Grantor becomes a voluntary or involuntary bankrupt, Beneficiary's filing a proof of claim in bankruptcy will be tantamount to the appointment of a receiver under Texas law.

8. Interest on the debt secured by this deed of trust shall not exceed the maximum amount of nonusurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.

9. When the context requires, singular nouns and pronouns include the plural.

10. The term *note* includes all sums secured by this deed of trust.

11. This deed of trust shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.

12. If Grantor and Maker are not the same person, the term *Grantor* shall include Maker.

13. Grantor represents that this deed of trust and the note are given for the following purposes: in the renewal and extension of the following liens: (1) a deed of trust recorded in Volume 1614, Page 723, Real Property Records, Denton County, Texas, securing a note dated April 12, 1985, in the original principal sum of \$100,800.00, executed by grantor and payable to Texas Western Mortgage, Inc., and transferred to beneficiary; and (2) a mechanic's lien contract of even date herewith

contractor, securing a note of even date herewith in the principal sum of \$24,289.42 duly transferred to beneficiary herein.

If grantor transfers any part of the property without beneficiary's prior written consent, beneficiary may declare the debt secured by this deed of trust immediately payable. In that event beneficiary will notify grantor that the debt is payable; if it is not paid within thirty days after notice to grantor, beneficiary may without further notice or demand to grantor invoke any remedies provided by this instrument for default.

The note secured by this deed of trust contains the following notice to grantor, as maker: "THIS LOAN IS PAYABLE IN FULL AT MATURITY. LENDER IS UNDER NO OBLIGATION TO REFINANCE THE LOAN AT THAT TIME. YOU MAY THEREFORE BE REQUIRED TO MAKE PAYMENT OUT OF OTHER ASSETS YOU MAY OWN, OR YOU MAY HAVE TO FIND A LENDER WILLING TO LEND YOU THE MONEY AT PREVAILING MARKET RATES, WHICH COULD BE CONSIDERABLY HIGHER THAN THE INTEREST RATE ON THIS NOTE."

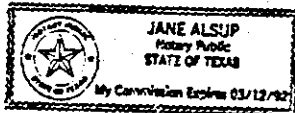
Denis A. Conrady  
Denis A. Conrady

Catherine F. Conrady  
Catherine F. Conrady

(Acknowledgment)

STATE OF TEXAS  
COUNTY OF DENTON

This instrument was acknowledged before me on the 17<sup>th</sup> day of October, 1991  
by Denis A. Conrady and wife, Catherine P. Conrady



Jane Alsup  
Notary Public, State of Texas  
Notary's name (printed):  
Notary's commission expires:

(Corporate Acknowledgment)

STATE OF TEXAS  
COUNTY OF

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
by \_\_\_\_\_ of \_\_\_\_\_  
a \_\_\_\_\_ corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas  
Notary's name (printed):  
Notary's commission expires:

AFTER RECORDING RETURN TO:

Bank One, Texas, N.A.  
P. O. Box 580  
Denton, Texas 76202

PREPARED BY THE LAW OFFICE OF \_\_\_\_\_

413 054251  
FILED FOR RECORD  
91 OCT 28 AM 10:39  
TIN ROGERS  
COUNTY CLERK DENTON CO. TEX  
BY: [Signature] DEPUTY  
FILED

FILED FOR RECORD 28<sup>th</sup> DAY OF Oct. A.D. 1991 at 10:39  
DULY RECORDED 28<sup>th</sup> DAY OF Oct. A.D. 1991  
TIN ROGERS, COUNTY CLERK  
DENTON COUNTY, TEXAS  
BY: [Signature] DEPUTY

VOL 3088 PG 0274

2262  
Prepared by the State Bar of Texas for use by lawyers only.  
Revised 10/85; 7/87; 12/87.  
© 1987 by the State Bar of Texas

## MECHANIC'S LIEN CONTRACT

REAL PROPERTY RECORDS

54249

Date: October 14, 1991

Owner: Denis A. Conrady and wife, Catherine F. Conrady

Owner's Mailing Address (including county): 2024 Kendolph  
Denton (Denton County), Texas 76205

Contractor: Designs For Today

Contractor's Mailing Address (including county): 1513 North Locust  
Denton (Denton County), Texas 76201

Trustee: Jim L. Buryard

Trustee's Mailing Address (including county): P. O. Box 500  
Denton (Denton County), Texas 76202

Property: Being Lot 12-A, in Block 1, of NORTHSIDE ADDITION, an Addition to the City of Denton, Texas, according to the Replat thereof recorded in Cabinet B, Page 375, Plat Records of Denton County, Texas.

Prior Liens (including recording information): a deed of trust recorded in Volume 1614, Page 723, Real Property Records, Denton County, Texas, securing a note in the original principal sum of \$100,800.00 payable to Texas Western Mortgage, Inc.

Other Exceptions to Conveyance and Warranty:

Construction: remodelling and renovation of existing improvements on subject property

### Consideration

Cash: \$10.00

### Note

Date: October 14, 1991

Amount: \$24,288.42

Maker: Denis A. Conrady and wife, Catherine F. Conrady

Payee: Designs For Today

Final Maturity Date: December 31, 1991

Terms of Payment (optional): as in said note provided

For the consideration, Contractor agrees to furnish the necessary materials and labor and to complete the construction on the property in a good, workmanlike manner according to plans and specifications agreed on by Owner and Contractor.

To secure payment of the note, a mechanic's, artisan's, and materialman's lien on the property and on all improvements and fixtures on the property at any time is granted to Contractor.

To enforce the lien and to further secure payment of the note, Owner conveys the property to Trustee in trust and warrants and agrees to defend the title to the property. If Owner performs all the covenants and pays the note according to its terms, this conveyance shall become void and have no further effect, and at Owner's expense Contractor shall release the lien created by this contract.

#### Owner's Warranties and Rights

1. Owner owns the property in fee simple, subject only to the prior liens and other exceptions to conveyance and warranty.
2. If Owner and Contractor agree in writing to alter plans for the construction, on completion of the construction Owner will pay for all extra work done and material furnished as a result of the alterations, and that sum shall be a part of the consideration and the debt secured by this contract.
3. If Owner might become liable for a lien or claim for labor or materials furnished to Contractor and primarily chargeable to Contractor, Owner may retain from payments on the note an amount sufficient to completely indemnify Owner against the lien or claim.
4. Notwithstanding anything to the contrary in this contract, during progress of the construction and for thirty days after it is completed, Owner may retain the amount required by § 53.101 of the Texas Property Code.
5. If a loss occurs before the construction is completed and delivered to Owner, Owner may use any insurance proceeds to restore the destroyed or damaged property without affecting the lien created in this contract.
6. **OWNER MAY FURNISH THE INSURANCE REQUIRED OF OWNER BY THIS CONTRACT EITHER THROUGH EXISTING POLICIES OWNED OR CONTROLLED BY OWNER OR THROUGH EQUIVALENT COVERAGE FROM ANY INSURANCE COMPANY AUTHORIZED TO TRANSACT BUSINESS IN TEXAS.**

#### Owner's Obligations

Owner agrees to:

1. pay all taxes and assessments on the property when due;
2. preserve the lien's priority as it is established in this contract;
3. if this is not a first lien, pay all prior lien notes that Owner is personally liable to pay and abide by all prior lien instruments;
4. if this contract is for improvements to the property, keep the property other than those improvements in good repair and condition during construction and keep all of the property in good repair and condition after the construction is completed;
5. if this contract is for new construction, keep the property in good repair and condition after the construction is completed;
6. except to the extent that Contractor is required to insure the construction during its progress, maintain an insurance policy that:
  - a. covers the property with all its improvements for its full insurable value as determined when the policy is issued and renewed, unless Contractor approves a smaller amount in writing;
  - b. contains an 80% coinsurance clause;
  - c. provides fire and extended coverage, including windstorm coverage;
  - d. protects Contractor with a standard mortgage clause;
  - e. provides flood insurance at any time the property is in a flood hazard area; and
  - f. contains such other coverage as Contractor may reasonably require;
7. comply at all times with the requirements of the 80% coinsurance clause;
8. deliver the insurance policy to Contractor and deliver renewals to Contractor at least ten days before expiration; and
9. keep any buildings occupied as required by the insurance policy.

#### Contractor's Obligations

1. Until the construction is completed and delivered to Owner, Contractor will insure the construction and all related materials against loss or damage by fire and the perils included in extended coverage in an amount equal to the consideration. The policy will be payable to parties to this contract according to their respective interests. If Contractor does not provide this insurance, Contractor will bear any loss to the construction and materials.
2. Contractor will neither make nor charge for any alterations in the construction described in the plans and specifications unless Contractor and Owner agree otherwise in writing. Any alterations made without a written agreement will be considered performed under the original contract at no additional charge.
3. Contractor will pay all costs of construction, including labor, materials, and subcontractors, and will furnish Owner receipts for and releases from these costs.
4. If any other lien claims are filed, Contractor will pay for their removal or else provide a statutory bond.

#### Contractor's Rights

1. Contractor may appoint in writing a substitute or successor trustee, succeeding to all rights and responsibilities of Trustee.
2. After completion of the construction, Contractor may apply any proceeds received under the insurance policy required of Owner either to reduce the note or to repair or replace damaged or destroyed improvements covered by the policy.
3. If Owner fails to perform any of Owner's obligations other than that of providing insurance, Contractor may perform them and be reimbursed by Owner on demand at the place where the note is payable for any sums so paid, plus interest on those sums from the dates of payment at the rate stated in the note for matured, unpaid amounts. The sum to be reimbursed shall be secured by this contract.
4. If Owner is required to furnish insurance and fails to do so, Contractor may procure it and add the premium advanced by Contractor to the amount due under the note and may charge interest on the amount added from the time of its addition until it

is paid, at a rate not in excess of the rate that the note would produce over its full term if each scheduled payment were paid on the date due.

5. If Owner defaults in any payment on the note or if this lien is foreclosed, Owner will reimburse Contractor for reasonable fees paid to an attorney who is not an employee of Contractor for collection of payments or foreclosure of the lien. The sum to be reimbursed shall be secured by this contract.

6. If Owner defaults on the note or fails to perform any of Owner's obligations, or if Contractor in good faith believes that the prospect of payment or performance is impaired, and the default or good-faith belief in impairment continues after Contractor gives Owner notice of the default or the basis for the belief in impairment and the time within which it must be cured, as may be required by law or by written agreement, then Contractor may:

- a. declare the unpaid principal balance and earned interest on the note immediately due;
- b. request Trustee to foreclose this lien, in which case Contractor or Contractor's agent shall give notice of the foreclosure sale as provided by the Texas Property Code as then amended; and
- c. purchase the property at any foreclosure sale by offering the highest bid and then have the bid credited on the note.

#### Trustee's Duties

If requested by Contractor to foreclose this lien, Trustee shall:

1. either personally or by agent give notice of the foreclosure sale as required by the Texas Property Code as then amended;
2. sell and convey all or part of the property to the highest bidder for cash with a general warranty binding Owner, subject to prior liens and to other exceptions to conveyance and warranty; and
3. from proceeds of the sale, pay, in this order:
  - a. expenses of foreclosure, including a reasonable commission to Trustee;
  - b. to Contractor, the full amount of principal, interest, attorney's fees, and other charges due and unpaid;
  - c. any amounts required by law to be paid before payment to Owner; and
  - d. to Owner, any balance.

#### General Provisions

1. If the construction is not completed as agreed between Owner and Contractor, then the amount of the consideration subject to Contractor's lien will be diminished by the amount reasonably necessary to complete the construction as agreed. If Contractor is not the holder of the note in this event, the holder may complete the construction, and the lien created in this contract will inure to the benefit of the holder.
2. This contract is executed, acknowledged, and delivered before any labor has been performed or any material has been delivered for the construction.
3. If any of the property is sold under this contract, Owner shall immediately surrender possession to the purchaser. If Owner fails to do so, Owner shall become a tenant at sufferance of the purchaser, subject to an action for forcible detainer.
4. Recitals in any Trustee's deed conveying the property will be presumed to be true.
5. The lien created in this contract shall remain superior to liens later created even if the time of payment of all or part of the note is extended or part of the property is released.
6. If any portion of the note cannot be lawfully secured by this contract, payments will be applied first to discharge that portion.
7. Owner assigns to Contractor all sums payable to or received by Owner from condemnation of all or part of the property, from private sale in lieu of condemnation, and from damages caused by public works or construction on or near the property. After deducting any expenses incurred, including reasonable attorney's fees paid to an attorney who is not an employee of Contractor, Contractor may release any remaining sums to Owner or apply them to reduce the note. Contractor shall not be liable for failure to collect or to exercise diligence in collecting any such sums.
8. Proceeding under this contract, filing suit for foreclosure, or pursuing any other remedy will not constitute an election of remedies.
9. Owner assigns to Contractor absolutely, not only as collateral, all present and future rent and other income and receipts from the property. Leases are not assigned. Owner warrants the validity and enforceability of the assignment. Owner may as Contractor's licensee collect rent and other income and receipts as long as Owner is not in default under the note or this contract. Owner will apply all rent and other income and receipts to payment of the note and performance of this contract, but if the rent and other income and receipts exceed the amount due under the note and contract, Owner may retain the excess. If Owner defaults in payment of the note or performance of this contract, Contractor may terminate Owner's license to collect and then as Owner's agent may rent the property if it is vacant and collect all rent and other income and receipts. Contractor neither has nor assumes any obligations as lessor or landlord with respect to any occupant of the property. Contractor may exercise Contractor's rights and remedies under this paragraph without taking possession of the property. Contractor shall apply all rent and other income and receipts collected under this paragraph first to expenses incurred in exercising Contractor's rights and remedies and then to Owner's obligations under the note and this contract in the order determined by Contractor. Contractor is not required to act under this paragraph, and acting under this paragraph does not waive any of Contractor's other rights or remedies. If Owner becomes a voluntary or involuntary bankrupt, Contractor's filing a proof of claim in bankruptcy will be tantamount to the appointment of a receiver under Texas law.
10. Interest on the debt secured by this contract shall not exceed the maximum amount of non-usurious interest that may be contracted for, taken, reserved, charged, or received under law; any interest in excess of that maximum amount shall be credited on the principal of the debt or, if that has been paid, refunded. On any acceleration or required or permitted prepayment, any such excess shall be canceled automatically as of the acceleration or prepayment or, if already paid, credited on the principal of the debt or, if the principal of the debt has been paid, refunded. This provision overrides other provisions in this and all other instruments concerning the debt.
11. When the context requires, singular nouns and pronouns include the plural.
12. The term *note* includes all sums secured by this contract.
13. This contract shall bind, inure to the benefit of, and be exercised by successors in interest of all parties.
14. If Owner and Maker are not the same person, the term *Owner* shall include Maker.

4/3

FILED FOR RECORD  
91 OCT 20 AM 10:39  
COUNTY CLERK DENTON, CO. TEX  
BY AC DEPUTY

054249

NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

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

Denis A. Conrady  
DENIS A. CONRADY Owner

Stephen J. Walterscheid  
Contractor

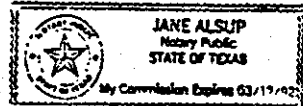
Catherine F. Conrady  
CATHERINE F. CONRADY

DESIGNS FOR TODAY  
BY: STEPHEN J. WALTERSCHEID

(Acknowledgment)

STATE OF TEXAS  
COUNTY OF DENTON

This instrument was acknowledged before me on the 17th day of October, 1991  
by Denis A. Conrady and wife, Catherine F. Conrady

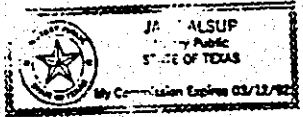


Jane Alsop  
Notary Public, State of Texas  
Notary's name (printed):  
Notary's commission expires:

(Acknowledgment)

STATE OF TEXAS  
COUNTY OF DENTON

This instrument was acknowledged before me on the 17th day of October, 1991  
by Stephen J. Walterscheid on behalf of Designs For Today.



Jane Alsop  
Notary Public, State of Texas  
Notary's name (printed):  
Notary's commission expires:

(Corporate Acknowledgment)

STATE OF TEXAS  
COUNTY OF

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
by \_\_\_\_\_ of \_\_\_\_\_ a \_\_\_\_\_ corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas  
Notary's name (printed):  
Notary's commission expires:

AFTER RECORDING RETURN TO:

PREPARED IN THE LAW OFFICE OF:

Bank One, Texas, N.A.  
P. O. Box 580  
Denton, Texas 76202

FILED FOR RECORD 28th DAY OF Oct. A.D. 1991 at 5:30  
DULY RECORDED 28th DAY OF Oct. A.D. 1991  
TIN RODGERS, COUNTY CLERK  
DENTON COUNTY, TEXAS  
BY: Handra Behan DEPUTY

**TRANSFER OF LIEN**  
REAL PROPERTY RECORDS

54250

Date: October 14, 1991

Holder of Note and Lien: Designs For Today

Holder's Mailing Address (including county): 1513 North Locust  
Denton (Denton County), Texas 76201

Transferee: Bank One, Texas, N.A.

Transferee's Mailing Address (including county): P. O. Box 580  
Denton (Denton County), Texas 76202

## Note

Date: October 14, 1991

Original Amount: \$24,288.42

Maker: Denis A. Conrady and wife, Catherine F. Conrady

Payee: Designs For Today

Unpaid Principal and Interest: \$24,288.42

Date of Maturity (optional): December 31, 1991

Note and Lien Are Described in the Following Documents, Recorded in: a mechanic's lien contract  
of even date herewith, duly recorded in the Real Property Records of  
Denton County, TexasProperty (including any improvements) Subject to Lien: Being Lot 12-A, in Block 1, of  
NORTHSIDE ADDITION, an Addition to the City of Denton, Texas, according  
to the Replat thereof recorded in Cabinet B, Page 375, Plat Records of  
Denton County, Texas.Prior Lien(s) (including recording information): a deed of trust recorded in Volume 1614,  
Page 723, Real Property Records, Denton County, Texas, securing a note  
in the original principal sum of \$100,000.00 payable to Texas Western  
Mortgage, Inc.For value received Holder of the note and lien transfers them to Transferee, warrants that the lien is valid against the property  
in the priority indicated, and represents that the unpaid principal and interest on the note are correctly stated.

When the context requires, singular nouns and pronouns include the plural.



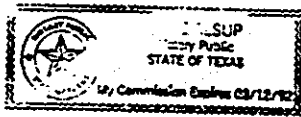
DESIGNS FOR TODAY

By: Stephen J. Walterscheid  
Stephen J. Walterscheid

(Acknowledgment)

STATE OF TEXAS  
COUNTY OF DENTON

This instrument was acknowledged before me on the 17th day of October, 1991  
by Stephen J. Walterscheid on behalf of Designs For Today.



Jane Alamy  
Notary Public, State of Texas  
Notary's name (printed):  
Notary's commission expires:

(Corporate Acknowledgment)

STATE OF TEXAS  
COUNTY OF

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_  
by \_\_\_\_\_  
\_\_\_\_\_ corporation, on behalf of said corporation.

\_\_\_\_\_  
Notary Public, State of Texas  
Notary's name (printed):  
Notary's commission expires:

AFTER RECORDING RETURN TO:

PREPARED IN THE LAW OFFICE OF:

Bank One, Texas, N.A.  
P. O. Box 500  
Denton, Texas 76202

054250  
FILED FOR RECORD  
91 OCT 28 AM 10:39  
TIN HOOGES  
COUNTY CLERK DENTON CO. TEX.  
BY: [Signature] DEPUTY



D19

FILED FOR RECORD 28th DAY OF Oct. A.D. 1991 at 10:39  
DULY RECORDED 28th DAY OF Oct. A.D. 1991  
TIN HOOGES, COUNTY CLERK  
DENTON COUNTY, TEXAS  
BY: Jandra Nelson DEPUTY

**WARRANTY DEED WITH VENDOR'S LIEN**

**Date:** JULY 11, 1995, but effective July 10, 1995 regardless of the date of execution  
**Grantor:** DENIS A. CONRADY and wife, CATHERINE F. CONRADY  
**Grantor's Address (including County):** 2024 KENDLOPH DIRVE  
DENTON, DENTON COUNTY, TEXAS 76205  
**Grantee:** RICHARD L. WATERS and wife, MARJORIE R. T. WATERS  
**Grantee's Address (including County):** 1513 NORTH LOCUST STREET  
DENTON, DENTON COUNTY, TEXAS 76201

**Consideration:** TEN AND NO/100-----(\$10.00)-----DOLLARS;  
and other good and valuable considerations in hand paid by the GRANTEE herein named, the receipt of which is hereby acknowledged;

AND, THE FURTHER CONSIDERATION OF THE sum of \$140,800.00, paid to GRANTOR herein by FIRST BANKERS MORTGAGE CORP., at the instance and request of the GRANTEE herein named, the receipt of which is hereby acknowledged, as evidence of which said GRANTEE has executed that one certain promissory note in the original principal sum of \$140,800.00, bearing interest as therein specified and being due and payable as therein provided to the order of FIRST BANKERS MORTGAGE CORP., and providing for the acceleration of maturity in event of default and for attorney's fees; and the Vendor's Lien and Superior Title retained herein are hereby TRANSFERRED to the said FIRST BANKERS MORTGAGE CORP., its successors and assigns, the PAYEE named in said Note; and being additionally secured by a Deed of Trust of even date therewith to JAMES GEESLIN, as Trustee; on the condition that this Vendor's Lien is cumulative of and without prejudice of or to said Deed of Trust:

**Property (including any improvements):**

LOT 12A, BLOCK 1, NORTHSIDE ADDITION, an Addition to the City of Denton, DENTON COUNTY, Texas, according to the Plat recorded in CABINET B, PAGE 375, Plat Records, Denton County, Texas.

ALSO KNOWN AS: 1513 NORTH LOCUST STREET, DENTON, TX 76201

**Reservations from and Exceptions to Conveyance and Warranty:**

This conveyance is made and accepted subject to all easements, reservations, conditions, covenants and restrictive covenants as the same appear of record in the Office of the County Clerk of the County in which the above described real property is situated, and also, any apparent easements, whether visible or not, rights-of-ways and prescriptive rights, whether of record or not, to the extent that the same apply to the property described herein.

GRANTOR, for and in consideration and subject to the reservations from and exceptions to conveyance and warranty, GRANTS, SELLS, and CONVEYS to GRANTEE the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to GRANTEE, GRANTEE'S heirs, executors, administrators, successors, or assigns forever. GRANTOR binds GRANTOR and GRANTOR'S successors, administrators, and successors to warrant and forever defend all and singular the property to GRANTEE and GRANTEE'S heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

The vendor's lien against and superior title to the property herein conveyed are retained until each note described herein is fully paid according to its terms, at which time this Deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

MADE EFFECTIVE THE DATE FIRST HEREINABOVE SPECIFIED.

*Denis A. Conrady*  
DENIS A. CONRADY

*Catherine F. Conrady*  
CATHERINE F. CONRADY

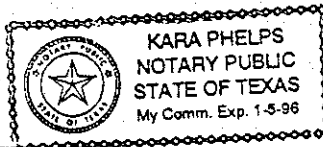
.....  
SINGLE ACKNOWLEDGEMENT

THE STATE OF TEXAS §

COUNTY OF DENTON §

This instrument was acknowledged before me on the 14th day of JULY, 1995, by DENIS A. CONRADY and wife, CATHERINE F. CONRADY.

(Notary Seal)



*Kara Phelps*  
NOTARY PUBLIC, STATE OF TEXAS  
My Commission Expires:  
Printed Name of Notary:

AFTER RECORDING RETURN TO:  
MR. AND MRS. RICHARD L. WATERS

PREPARED IN THE LAW OFFICE OF:  
BELLINGER AND ASSOCIATES  
DENTON OFFICE  
222 E. MCKINNEY, SUITE 100  
DENTON, TEXAS 76201

EXHIBIT "E"

CONSTRUCTION  
(Where Applicable)

Instructions:

List chronologically and with as much detail as possible, dates the structure was built, builder, cost of improvements, and detailed descriptions of improvements. Include any significant remodeling with particular attention to exterior changes. Attach copies of all building permits, mechanic's liens and deeds of trust.

<u>DATE</u>	<u>CONTRACTOR'S NAME</u>	<u>DETAILED DESCRIPTION &amp; NATURE OF WORK</u>	<u>COST</u>	<u>TYPE OF LEGAL INSTRUMENT*</u>
Herrick:	no found recorded information.			
<u>1960</u>	_____	Owner, Barlow: Enclosed N. porch, removed Murphy beds from upstairs "efficiency" apts.		
	Believed to be James Helm.			
<u>1964</u>	_____	Owner, Mills: Painted house white, added gold fixtures, updated appliances, expanded property behind house for recitals.		
<u>1982</u>	Charles Collins	Owner, Conrady: began updating for design studio. Record enclosed following _____		
<u>1995</u>	Key Construction GARY LEIGH JUREN AIA, ARCHITECT	Restore/Renovate for Bed and Breakfast as noted on blue-line plans.	\$260,000.00	Bank One Loan and personal finances.

\*VOLUME AND PAGE

**MECHANIC'S LIEN CONTRACT**

REAL PROPERTY RECORDS

54249

Date: October 14, 1991

Owner: Denis A. Conrady and wife, Catherine F. Conrady

Owner's Mailing Address (including county): 2024 Kendolph  
Denton (Denton County), Texas 76205

Contractor: Designs For Today

Contractor's Mailing Address (including county): 1513 North Locust  
Denton (Denton County), Texas 76201

Trustee: Jim L. Buryard

Trustee's Mailing Address (including county): P. O. Box 500  
Denton (Denton County), Texas 76202Property: Being Lot 12-A, in Block 1, of NORTHSIDE ADDITION, an Addition to  
the City of Denton, Texas, according to the Replat thereof recorded in  
Cabinet B, Page 375, Plat Records of Denton County, Texas.Prior Liens (including recording information): a deed of trust recorded in Volume 1614,  
Page 723, Real Property Records, Denton County, Texas, securing a note  
in the original principal sum of \$100,800.00 payable to Texas Western  
Mortgage, Inc.

Other Exceptions to Conveyance and Warranty:

Construction: remodelling and renovation of existing improvements on subject  
property

## Consideration

Cash: \$10.00

## Note

Date: October 14, 1991

Amount: \$24,288.42

Maker: Denis A. Conrady and wife, Catherine F. Conrady

Payee: Designs For Today

Final Maturity Date: December 31, 1991

Terms of Payment (optional): as in said note provided

Improvements made since purchase

page 2

1513 North Locust, Denton, Texas

Exterior:

Garage

Rewired  
Two new interior doorways  
Exterior light on shed (restored antique)  
~~Wall fountain~~

Yard

Landscaped front and back  
Paved parking lot  
New curb-cut  
Brick patio by back door  
New sign in front

Overall

Repainted and recarpeted throughout  
Repapered entry, reception, kitchen, back hall,  
upstairs hall, two upstairs rooms, and both baths.  
Security system installed  
Music system installed  
Pleated shades installed throughout  
Repaired locks and bolts on all exterior doors  
Re-roofed - removed four old roofs  
Installed new vents and exhaust fan  
Re-glazed all windows  
Repainted all exterior trim and brick  
Re-created railings front and back on roof-edge  
Restored four front columns and portico  
*Restored balustrade off upstairs porch*

Improvements made since purchase

1513 North Locust, Denton, Texas

Downstairs Interior: Central Heating and A/C installed  
Gas space heaters removed  
Three wall A/C units removed  
and holes rebricked

North porch enclosed  
Anderson windows  
Floor  
Electrical  
Room heat and A/C  
Painting

Kitchen  
New water heater  
Stripped cabinets  
New light fixtures  
New sink  
New countertop  
Painting

Bathroom  
Sink - new brass faucet  
Reporcelainized sink

Reception area  
New lighting

Entry way  
New door with tempered, beveled glass

Back entryway  
New ceramic tile floor  
Back door awning

Back office  
Cut new doorway to back hall

Upstairs Interior: Central Heating and A/C installed  
Exterior french doors (3)  
Installed brass bolt/locks  
~~Four~~ Three wall A/C units removed  
and holes rebricked

Attic  
New floor - 75¢  
New pull-down stair entry  
Exhaust fan  
New lighting installed

Bath  
~~New plumbing~~  
New fabric (balloon). shades

*Handwritten notes:*  
2.6 Cements  
302 J...  
Panel...  
Attic...  
Kitchen System

Kitchen Low 33,600  
High 40,000

Bed ② 3500  
6000

Dining Low 11500  
High 13000

Bed ③ 8800  
10,500

Parlor 12500  
13500

Bath ① 7000  
8500

Entry 15800  
17800

Bath ② 13800  
15500

1st Floor Bedroom 11,600  
13600

Bath ③ 13800  
15,500

Exercise 11200  
13000

Hall 6000  
7000

Mud Room 9600  
Inc. Elect Service 11000

Upstairs Porch Each 4000  
7000

Low 178,700

Solarium 8000  
10000

Upstairs 7800  
Bed ① 8500

1 of 2 pgs of  
estimated  
restoration  
By Key Construction  
1995



Westex distributors

802 Avenue R  
Grand Prairie, Texas 75050  
Tel: (972) 247-8888 • Fax: (972) 247-1007

PLYWOOD  
LUMBER  
MELAMINE  
PARTICLE BOARD  
AND MORE





Kitchen Low 33,600  
High 40,000

Bed ② 3500 ~~11,000~~  
6000

Dining Low 11,500  
High 13,000

Bed ③ 8800 Prairie  
10,500

Parlor 12,500  
13,500

Bath ① 7000  
~~8500~~

Entry 15,800  
17,800

Bath ② 13,800  
~~15,500~~

1st Floor Bedroom 11,600  
13,600

Bath ③ 13,800  
15,500

Exercise 11,200  
13,000

Hall 6,000  
7,000

Mud Room 9,600  
Inc. E.let Service 11,000

Upstairs Porch Deck 4,000  
7,000

Low 178,700

Solarium 8,000  
10,000

Upstairs 7,800  
Bed ① 8,500 ~~Prv~~



**WestTex** distributors

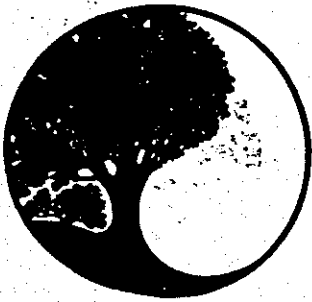
802 Avenue R  
Grand Prairie, Texas 75050  
Metro: 214-647-9856 • FAX: 214-647-1007

PLYWOOD  
LUMBER  
MELAMINE  
PARTICLE BOARD  
AND MORE

Pg. 2



# Proposal



## T. L. C. LANDSCAPES COMPANY

2601 FT. WORTH DRIVE • DENTON, TEXAS 76205 • (817) 566-2458



DALE BRANUM, OWNER

PROPOSAL SUBMITTED TO <b>MR &amp; MRS RICHARD WATERS</b>		PHONE 382-6881	DATE AUGUST 4, 1995
STREET 1513 N LOCUST		JOB NAME	
CITY DENTON TX 76201		JOB LOCATION Same	
ACCOMPANYING PLANS <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	DATE OF PLANS 7-28-95	DESIGNER DALE BRANUM	

We hereby submit specifications and estimates for:

<b>I. Construction:</b>		<b>II. Landscape Plants and Services:</b>	
Solar Greenhouse	\$5,000.00	Design Plan & Selection	\$250.00
7 1/2' x 15'8"x11' h (front)		Tree & Shrub Pruning 2x8 hrs.	400.00
Wood Deck--as shown	1,850.00	Strip Sod & Weeds For Beds	250.00
Treated Pine		1200 sq. ft. Bed Prep--Till & Shape	120.00
w/Benches	250.00	8 cu. yd. (2") Compost Tilled In	480.00
w/Hand Rails	250.00	12 cu. yd. (3") Hardwood Mulch	600.00
350 sq. ft. Flagstone	1,575.00	100 lbs. Organic Fertilizers & Bioactivators	125.00
Patios & walks/steps		Labor, Prep, & Planting	800.00
175 sq. ft. Pea Gravel Path	125.00	3-2" (6 to 8") Redbud Trees @ \$120. ea.	360.00
140 ft. Steel Edging	350.00	1-2" Mexican Plum	135.00
TORO Automatic Sprinkler System	2,500.00	1-5' Japanese Maple	150.00
Cedar Fence (South & West)		40-5 gal. Evergreen Shrubs @ \$17.50 ea.	700.00
7" high Latticework		100-1 gal. Perennials, Herbs @ \$6.50 ea.	650.00
(Solid S. of Garage)	3,200.00	200-4" Annuals @ \$1.25 ea.	250.00
Conduits for Elect.	300.00		
<b>Total: Construction</b>	<b>\$15,400.00</b>	Subtotal	\$5,270.00
		Sales Tax	408.43
		<b>Total: Plants &amp; Services</b>	<b>\$5,678.43</b>

We Propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

dollars (\$ 21,078.43 ). Payment to be made as follows: To Be Arranged

**TOTAL: Construction & Plants** Twenty One Thousand Seventy Eight & 43/100 Dollars

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.

Authorized Signature

*Dale Branum*

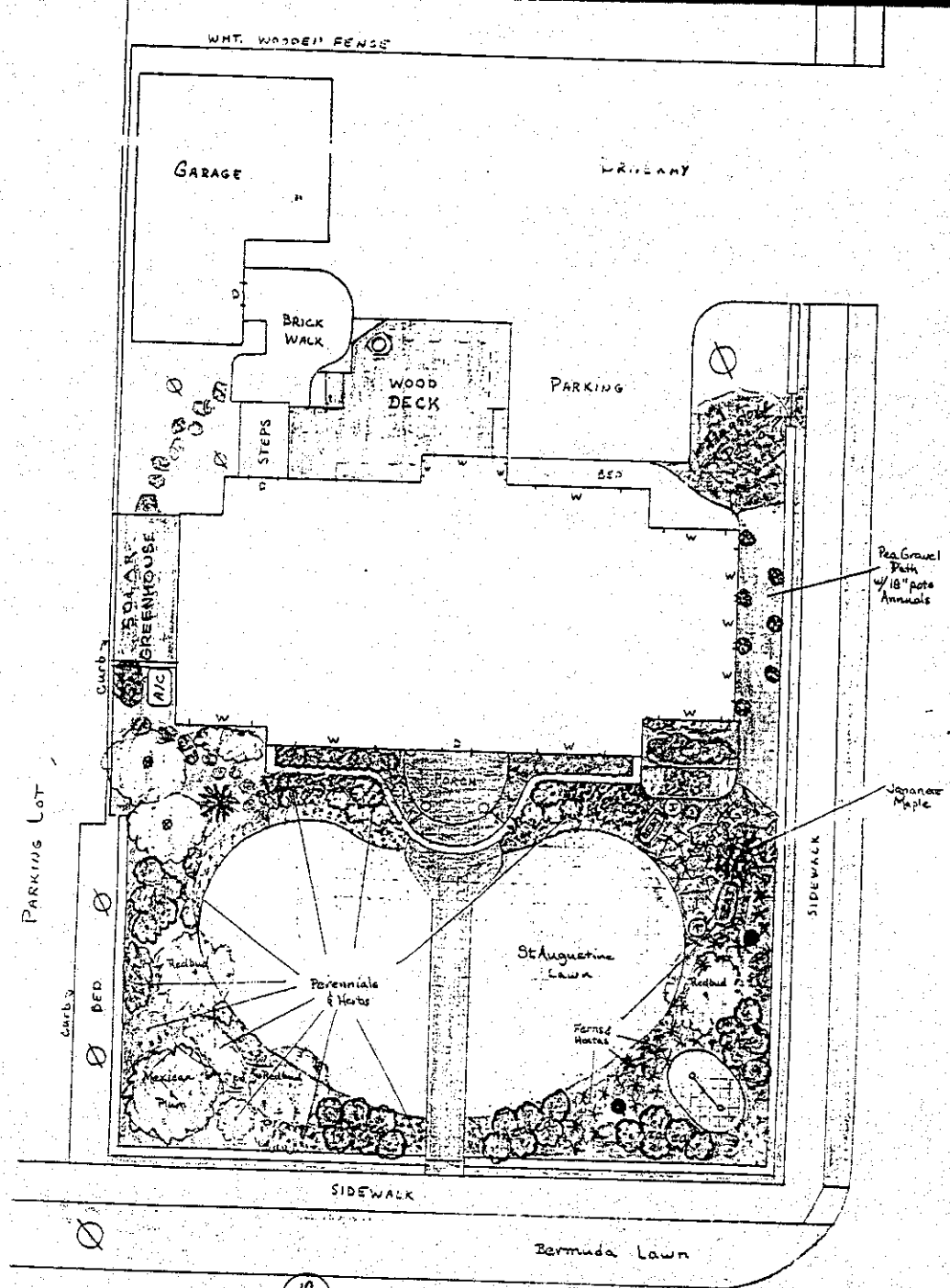
Note: This proposal may be withdrawn by us if not accepted within 30 days.


**Acceptance of Proposal** – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date Accepted \_\_\_\_\_

Signature \_\_\_\_\_

Signature \_\_\_\_\_

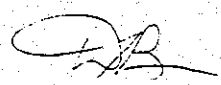


  
**LANDSCAPE DESIGN PLAN**  
 For  
 Mr. & Mrs. Richard Waters  
 1513 N. Locust  
 Denton, Texas  
 1" = 10'  
 7-15-95  
 7-28-95

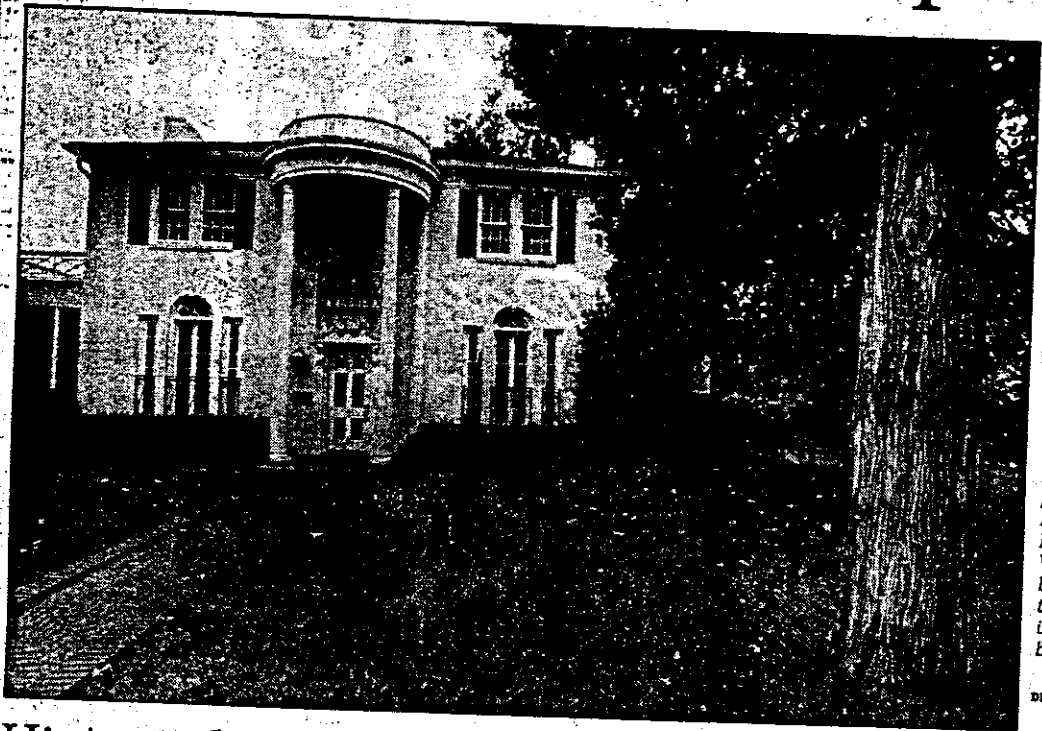
This Copy  
 Not to scale  
 Reduced 22%

Need 2 or 3 20 Amp.  
 circuits to outside for  
 landscape lighting. The  
 will run conduits to  
 site locations for low-  
 volt transformers

4B



# Sticking with the past



This historic house at 1513 N. Locust, purchased by Richard and Marjorie Waters, is being transformed into a bed and breakfast.

DR-C/J. MARK KEGANS

## Historic home to become bed and breakfast site

By Tony Cantu  
Staff Writer

Denton is about to get its third bed and breakfast, with the purchase of a historic structure on downtown's outskirts by a local couple.

Richard and Marjorie Waters purchased the 75-year-old structure at 1513 N. Locust for an undisclosed amount this past Monday. The building formerly housed Designs for Today, an interior design studio run by Catherine Conrady. Mrs. Conrady and her husband, Denis Conrady, sold the building to the Waters because the interior designer intends to work from her home, she said.

The two-story, white structure bears a colonial revival style, and was built in the 1920s. Mrs. Conrady said she hesitated to pursue securing the "historic" designation from the city, given the many restrictions the imprimatur brings.

The Waters couple are decidedly historic-minded. Mrs. Waters said the designation would be good not only for the type of business she and her husband plan, but for the city in general.

"We were going to build, and we have always loved this building," she said of the couple's year-long search for a site. "The city has given us a pre-approval for the designation."

Plans call for a major renovation of the structure. Leveling the infrastructure of the old building will be first on the agenda, followed by the addition of two more bathrooms, an enlarged kitchen and a renovated garage. Once built, the bed and breakfast will have four rooms. The bed and breakfast will be named Godfrey's Place Inn.

Local architect Gary Juren and builder Kent Key have been selected to work on the project. The renovation work is ex-

### Needs information

The old building located at 1513 Locust is being transformed into a bed and breakfast by Richard "Dick" Waters and Marjorie Waters. During their renovation work, the husband-and-wife team have been deluged with vignettes of the building's history, including its former incarnation as a piano studio where lessons were once taught. The couple is asking anyone who has any knowledge of the building to contact them. If you have any information, call Mr. or Mrs. Richards at Providence Associates Inc., at 566-0417.

pected to last from 60 to 90 days.

Avid bed and breakfast visitors, the couple decided on the new business venture almost by osmosis. Much in demand nationally, the two run Provident Associates, a library consulting business. The business has taken the two across the country, advising libraries large and small on construction and long-range plans.

Some of their projects include consultation for the renovation and expansion of Denver Central Library designed by renowned architect Michael Graves. The \$65 million project encompassed 576,000 square feet. A smaller project in Wixom, Mich., population 8,000, called for consultation for the library's long-range planning. In San Antonio, the company consulted Incarnate Word College on their \$4.5 million, 30,000-square-foot St. Pius Library.

In their 50s, the couple has decided to slow down just a tad, a decision that was made after a cardiac arrest episode Mr. Waters went through. The business will continue, but the two appear poised to

develop roots at the inn. Mrs. Waters said they plan to live there, while continuing to run Providence Associates Inc.

"Dick is a star in the library consulting world, with projects all over the world," she said. "We spend a lot of time in airplanes. We're in our 50s now."

Mr. Waters cardiac episode also inspired the couple to offer a "heart-healthy" environment. Meals will be cooked accordingly, and no smoking will be permitted, Mrs. Waters said.

Once completed, the business will be the city's third bed and breakfast, joining the Redbud Inn, at 815 N. Locust and the May House, located at 609 W. Oak St.

But Mrs. Waters said the competition was friendly.

"They're delightful people," she said, adding that the two other bed and breakfast proprietors were helpful to them in pursuing their dream.

Asked if the couple's expertise in designing libraries would be utilized in the running of the bed and breakfast, Mrs. Waters replied in the negative. A similar answer was yielded when asked if in-depth demographics studies were conducted before entering the business venture.

The reason to do it was simple: "I think it was our love for people," she said. "We love to cook and be around people."

Mr. Waters seems eager to begin as well.

"We're very excited and are looking forward to our new venture. We hope to make a contribution to the hospitality industry in Denton."

The Waters aren't all business. Mrs. Waters said the name of the place is named in honor of their cat, a large, orange tabby.

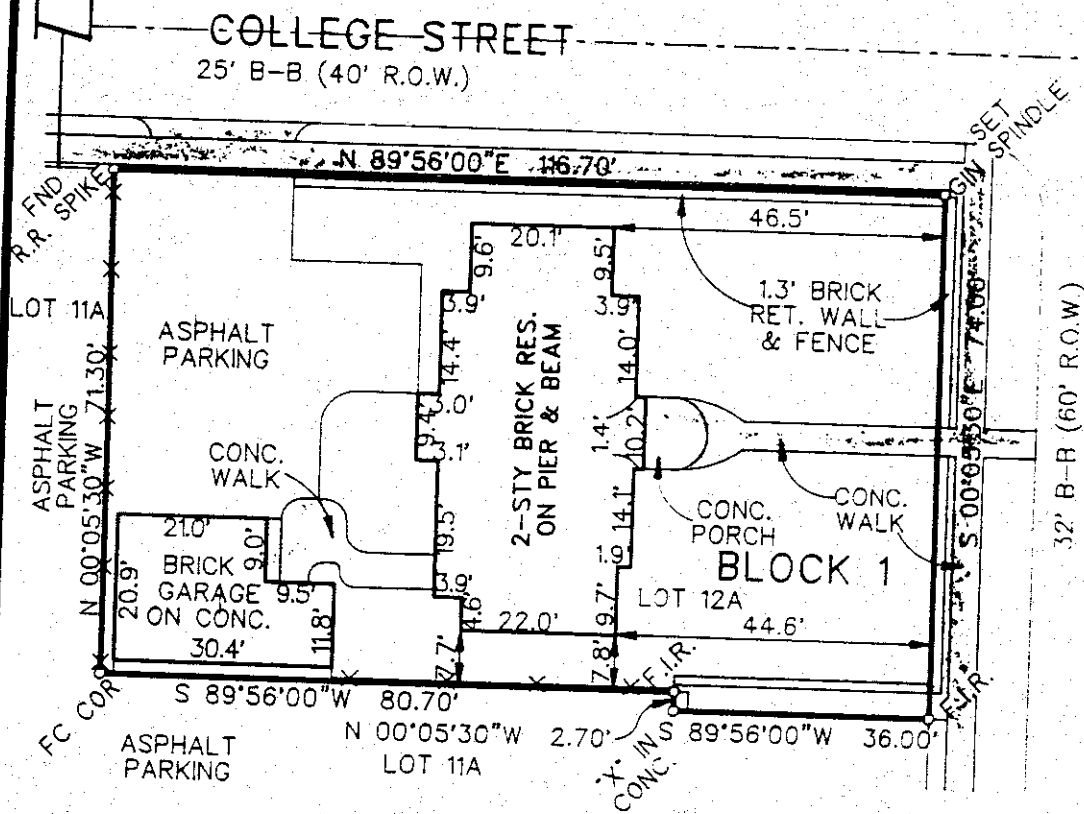
EXHIBIT "F"

SURVEYS

Instructions:

1) Attach subdivision map or Old Town Plat; 2) attach copy of old surveys you have and the on-the-ground survey when you purchased the property, or a current on-the-ground survey locating all improvements, easements, access to public roads, public improvements, encroachments and protrusions.

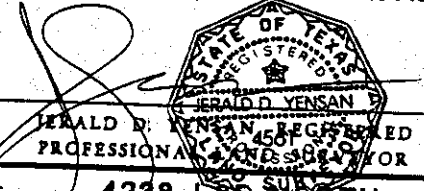
(Enclosed on following as Pg. 8A)



Lot 12A, BLOCK 1, NORTHSIDE ADDITION, an Addition to the City of Denton, Denton County, Texas, according to the Plat recorded in Cabinet B, Page 375, Plat Records, Denton County, Texas.  
 (Commonly known as 1513 LOCUST STREET)

The plat hereon is a true and accurate representation of the property as determined by survey made on the ground, the lines and dimensions of said property being as indicated on the Plat. The size, location and type of buildings and improvements are as shown, all improvements being within the boundaries of the property except as shown, set back from the property lines is as shown, and the distance from the nearest street or road is as shown on the Plat. There are no visible encroachments, visible protrusions or apparent easements, except as shown on the Plat.

I further certify that no portion of subject property lies within a special flood hazard area according to the FLOOD INSURANCE RATE MAP for the City of Denton, Community No. 480184, Panel 05, Dated August 4, 1987. (Subject property lies in Zone X)



PURCHASER: RICHARD WATERS  
 MARJORIE WATERS  
 4238 I-35 NORTH  
 DENTON, TEXAS 76207

**LANDMARK**  
 8A SURVEYORS, INC.

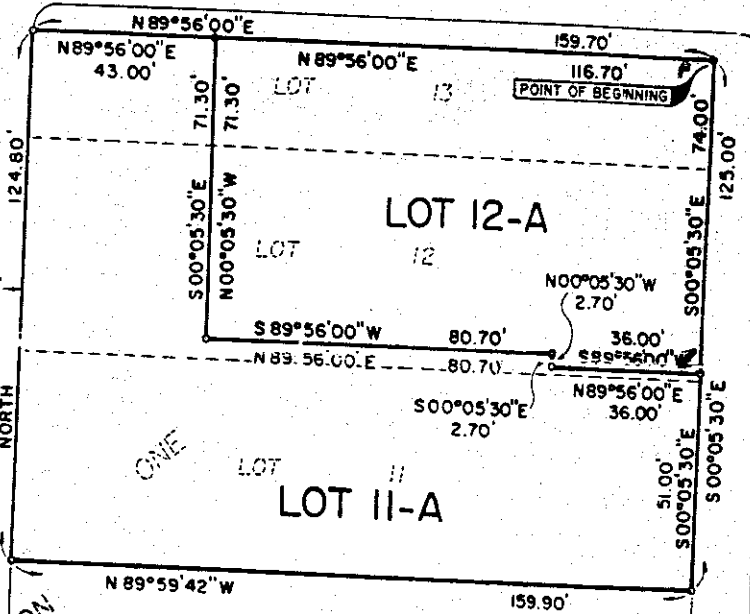
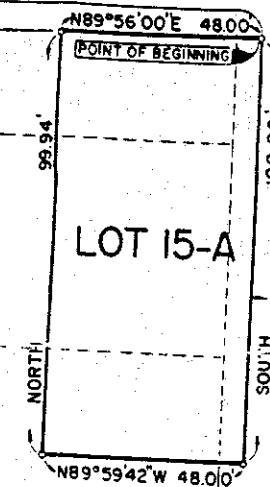
(817) 382-4016  
 FAX (817) 387-9784  
 FIRST AMERICAN G.F. 95-3288DN/KP

DRAWN BY: SLB SCALE: 1"=20' DATE: 7 JULY, 1995 JOB NO: 955300

*Richard Waters* *J. D. Yensan*

COLLEGE STREET

40' RIGHT OF WAY  
25' ASPHALT PAVEMENT



NORTH LOCUST STREET  
60' RIGHT OF WAY

BLOCK  
NORTHSIDE

20' ALLEY

ADDITION



EXHIBIT "G"

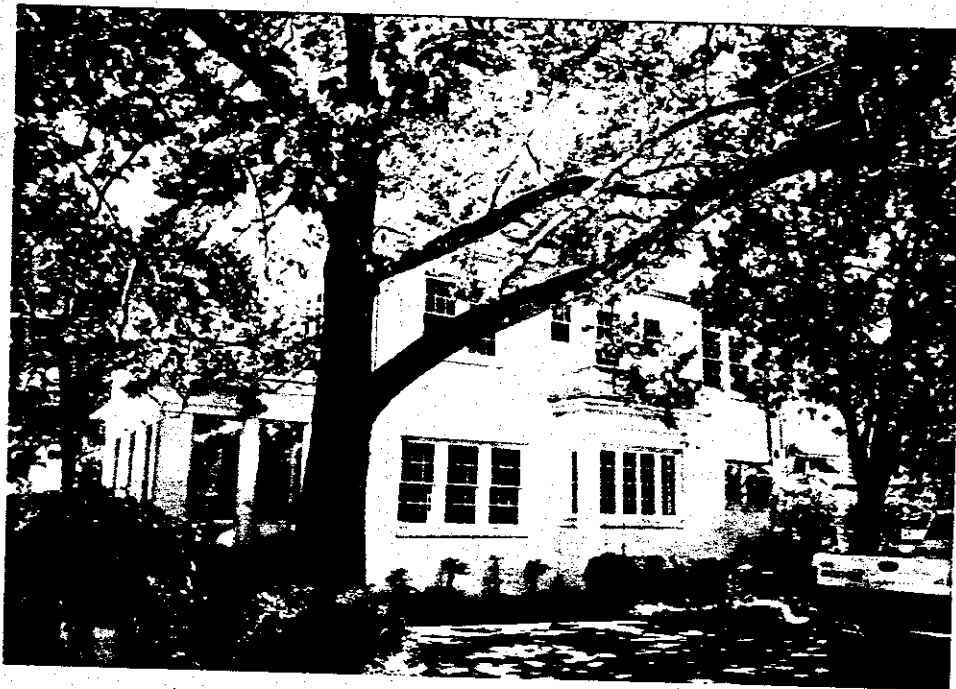
EXTERIOR PHOTOGRAPHS

Instructions:

Attach at least four (4) photographs of the Historical Marker site, one from each direction (North, East, South, West). (All photos shall be 3 x 5 or larger.)



EAST - ON N. LOCUST ST



WEST

2151k/9





NORTH - ON COLLEGE ST.



SOUTH TO ADJACENT PARKING

9A.

EXHIBIT "H"

Criteria to be used in Historical Landmark Designation

The petitioner will be responsible for furnishing data to the Planning and Development Department for submittal to the Landmark Commission substantiating that the property meets at least one or more of the following 13 criterion for Historic Landmark designation:

- 1. Character, interest or value as part of the development, heritage or cultural characteristics of the City of Denton, State of Texas, or the United States.
- 2. Recognition as a recorded Texas historic landmark, a national landmark, or entered into the National Register of Historic Places.
- 3. Embodiment of distinguishing characteristics of an architectural type or specimen.
- 4. Identification as the work of an architect or master builder whose individual work has influenced the development of the city.
- 5. Embodiment of elements of architectural design, detail, materials or craftsmanship which represent a significant architectural innovation.
- 6. Relationship to other distinctive buildings, sites or areas which are eligible for preservation according to a plan based on architectural, historic or cultural motif.
- 7. Portrayal of the environment of a group of people in an area of history characterized by a distinctive architectural style.
- 8. Archaeological value in that it has produced or can be expected to produce data affecting theories of historic or prehistoric interest.
- 9. Exemplification of the cultural, economic, social, ethnic or historical heritage of the City, State or United States.
- 10. Location as the site of a significant historic event.
- 11. Identification with a person or persons who significantly contributed to the culture and development of the City, State or United States.
- 12. A building or structure that because of its location has become of value to a neighborhood, community area, or the city.
- 13. Value as an aspect of community sentiment or public pride.

# Many city homes in historical survey

By Gregory Pope  
Staff Writer

Denton has about 750 homes that could qualify for listing in the National Register of Historic Places, according to the preliminary version of a historical survey released Thursday.

The survey, completed by Austin-based historical consultant Ralph Newlan, evaluated the historical significance of every structure built in Denton before 1946. The preliminary version was presented to Denton's Historical Landmark Commission on Thursday.

Mr. Newlan assigned each site a preservation priority rating based on the building's architectural integrity and its history. About 28 percent of the 2,410 surveyed sites have a high priority preliminary rating.

That's an "extremely high

## Information

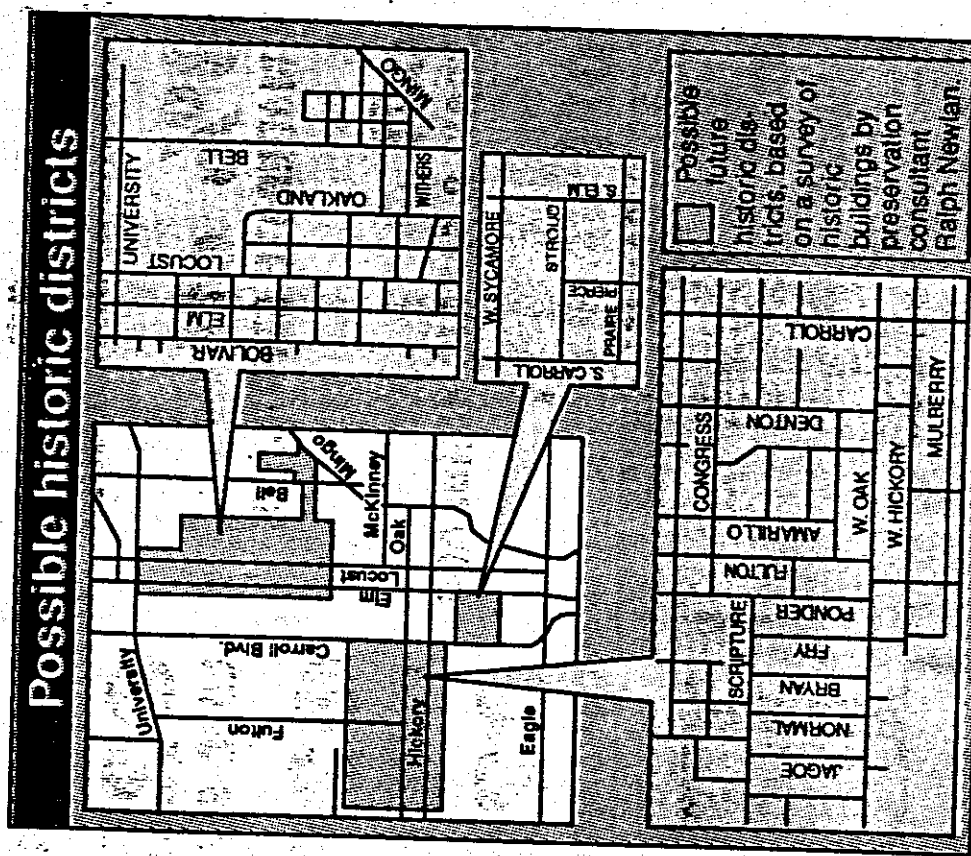
If you have a home built before 1946, and want to know its preliminary rating in the historical survey, call the Denton Main Street office at 566-8529.

percentage for any community," Mr. Newlan said. "Most communities have about 15 to 20 percent of their historical sites designated as high priority."

High priority sites are considered "potentially eligible" for listing in the National Register of Historic Places, but the number of high priority sites likely will decline somewhat as the survey enters its final stages, said Jane Jenkins, the city's historical preservation officer.

Nonetheless, Ms. Jenkins

See HOMES/2A



DENTON RECORD-CHRONICLE  
MONDAY, JANUARY 11, 1971

EXHIBIT H  
#10

## Homes

From/1A

said she's pleased with the survey results, which show that Denton has a large number of potential historical sites.

"What we have to realize is that a lot of our high priority sites are small frame houses," Ms. Jenkins said. "When people think of historic preservation, most think of big, grand houses, and they miss the small frame houses in different areas."

Denton currently has only two buildings on the National Register — the Courthouse on the Square and the Little Chapel-in-the-Woods. Ms. Jenkins said the survey could ultimately lead to many more buildings being added to the register.

"I hope that we can convince people of the tax advantages of National Register properties, and the tourist advantages of National Register districts," she said.

Mr. Newlan's survey outlines four Denton neighborhoods that could become historical districts in the National Register, including three residential areas and the commercial district surrounding the Courthouse on the Square.

The residential areas include the homes surrounding Texas Woman's University, an expanded version of the Oak-Hickory Historic District and a small, middle-class area bounded by Sycamore, Prairie and Elm streets and Carroll Boulevard.

"The next phase is where a lot more intensive work is going to take place," Mr. Newlan

said. "Some of the historic districts could be divided into two districts, or we could even find another area for a historic district."

A grant from the National Park Service is paying for half of the survey's \$22,434 cost, and the city is paying for the rest. Ms. Jenkins said the survey will benefit her office and the city's building inspection department.

The Historic Landmark Commission will review the survey a second time June 22. Mr. Newlan will make continuous revisions to the report throughout June, and hopes to present the final version to the Denton City Council on July 11.

EXHIBIT "I"

I/We, the undersigned, owner(s) of, or party(s) with financial interest in, all property herein described, do hereby file this, my/our petition, asking that the said property be designated as a historic landmark under the provisions of Ordinance #80-30 of the Code of Ordinances of the City of Denton, Texas.

I/We herewith tender the filing fee of sixty-five dollars (\$65.00).  
I/We authorize the City of Denton to place a sign or signs on the above property for public notification of the proposed historic designation.

Name Marjorie and Richard Waters  
Address 1961 Colorado, D  
City Denton State TX  
Phone 817.382.6881 and 817.566.0417

Submitted this 2nd day of November 1995

COMMENTS FROM LEGAL DEPARTMENT: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

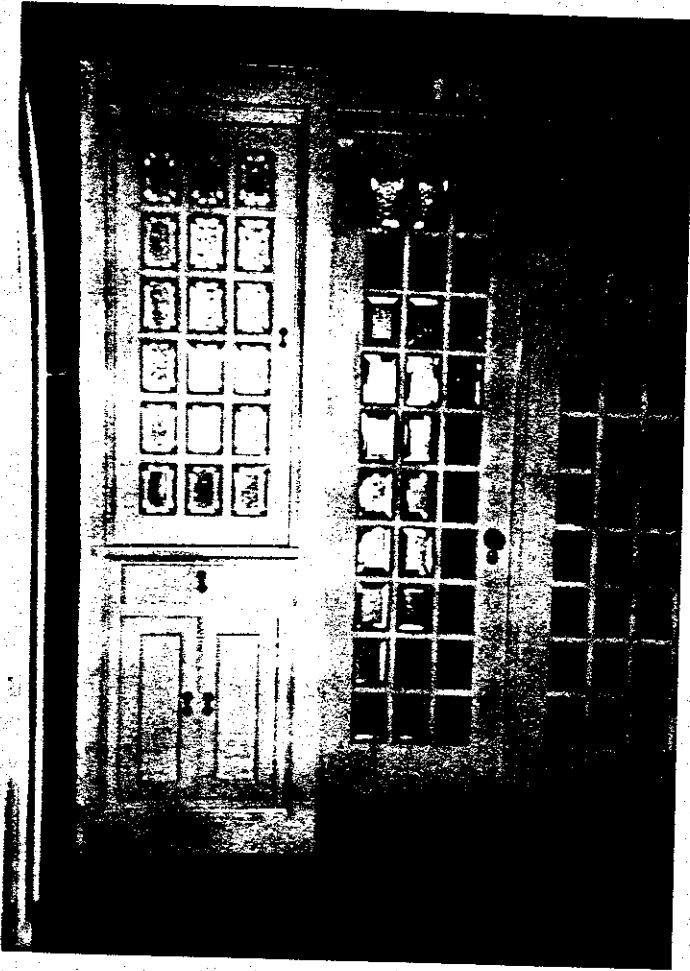
COMMENTS FROM FRANK H. ROBBINS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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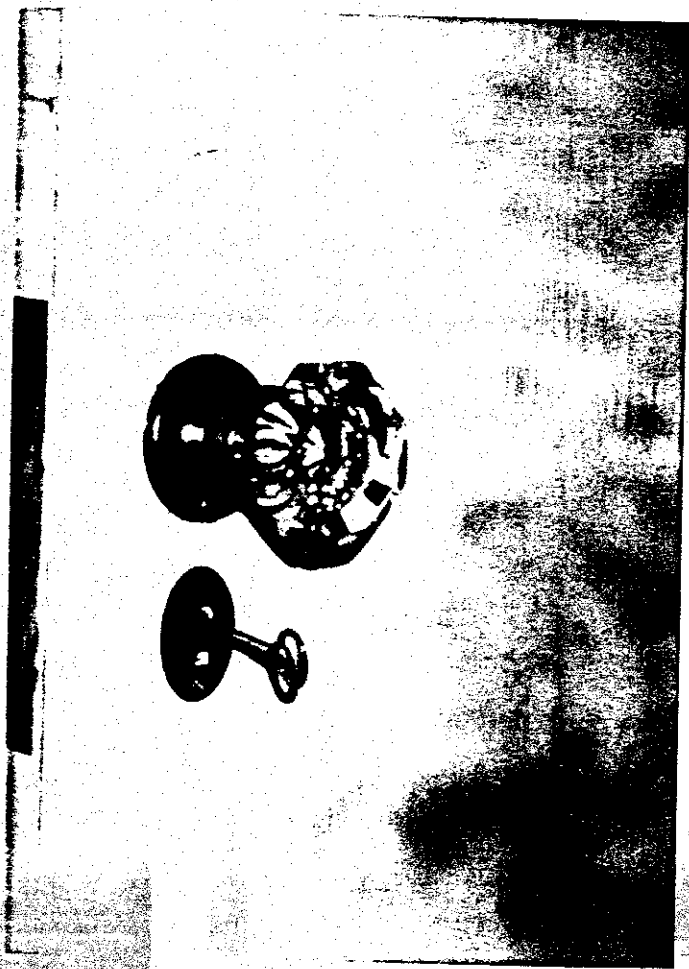
OPTIONAL INFORMATION

INTERIOR PHOTOGRAPHS

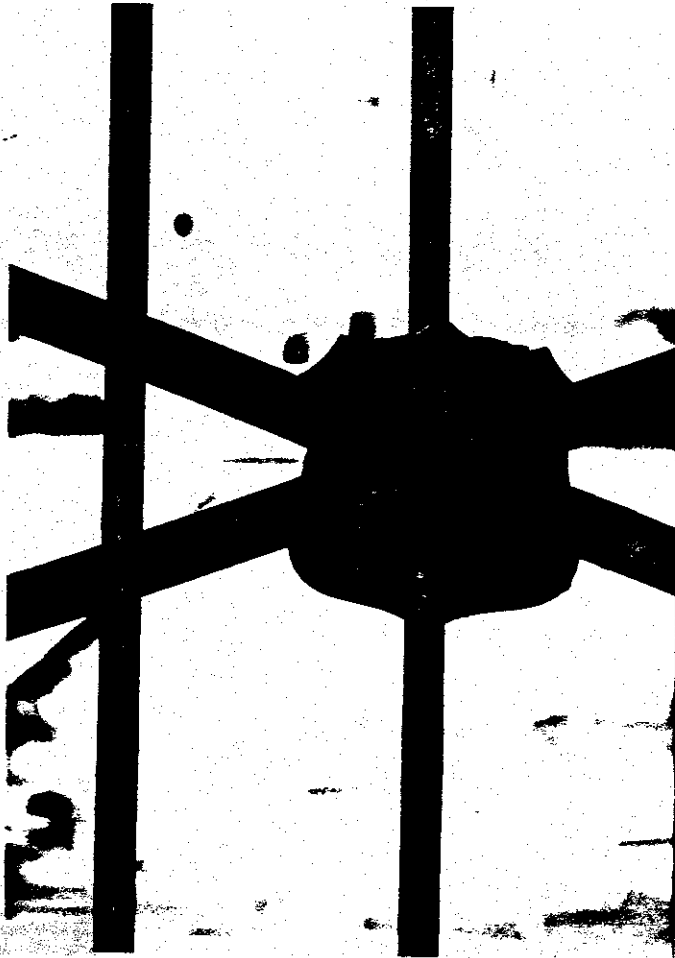
Instructions:

At your option, you may attach photos of interior architectural details that add to the character of the house.





2A

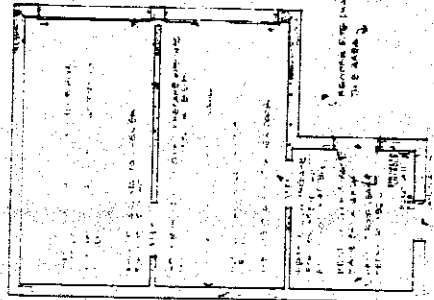
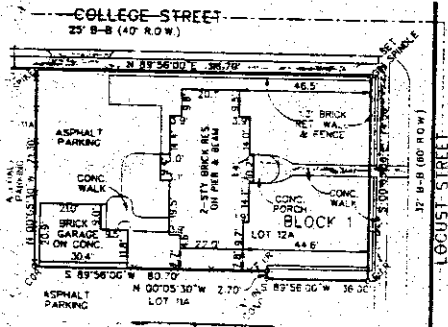




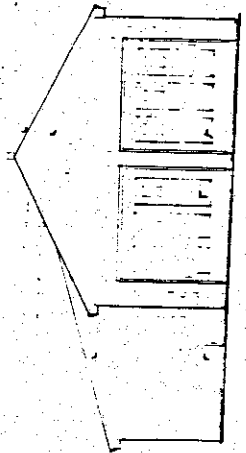
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LANDMARK SURVEYORS, INC.  
 2225 S 135 NORTH  
 DENTON, TEXAS 76207  
 (817) 392-4010  
 FAX (817) 397-9744  
 1801 S. 200th Street, Suite 200, Denton, TX 76207

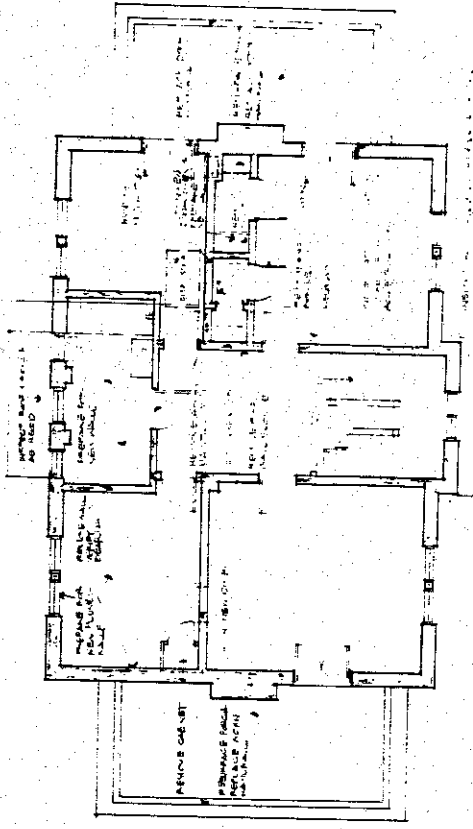
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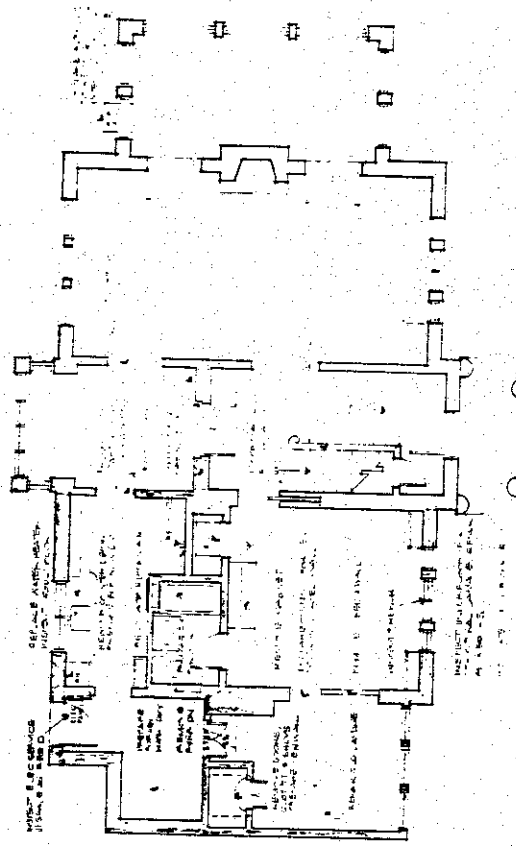
EXISTING CARRIAGE HOUSE  
 1/8" = 1'-0"



EXISTING NORTH ELEVATION  
 1/8" = 1'-0"



EXISTING SECOND FLOOR PLAN  
 1/8" = 1'-0"



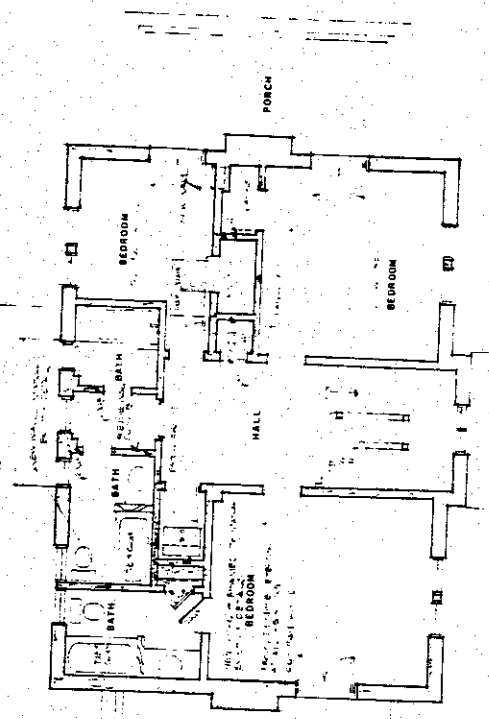
EXISTING FIRST FLOOR PLAN  
 1/8" = 1'-0"

GARY JUREN  
 SURVEYOR

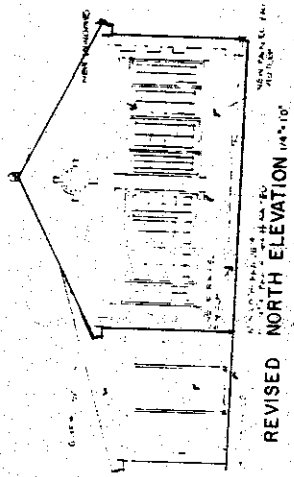
WATERS RESIDENCE  
 1513 NORTH LOCUST  
 DENTON, TEXAS

AUG 95  
 10:17  
 10:17

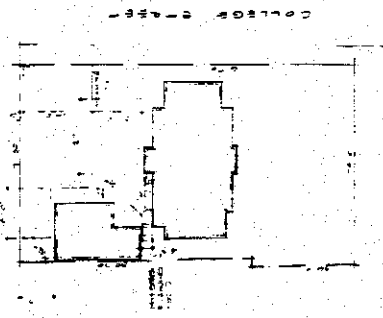
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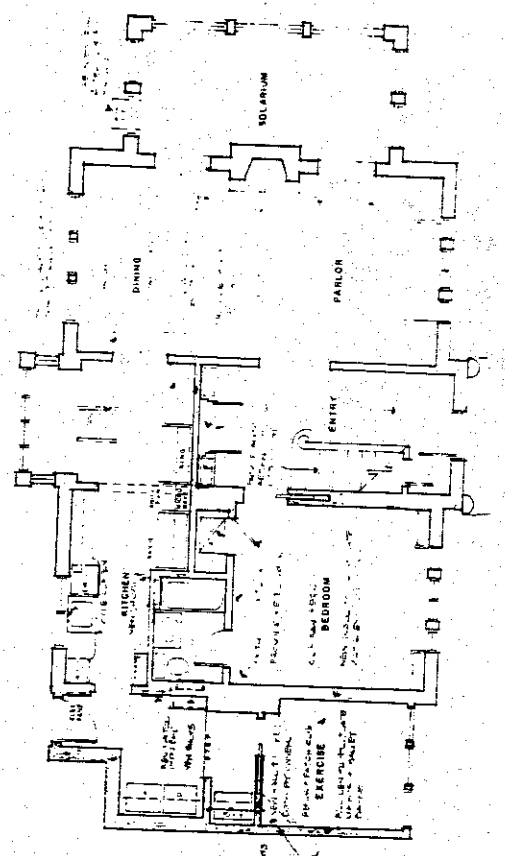
REVISED SECOND FLOOR PLAN  
1/4" = 1'-0"



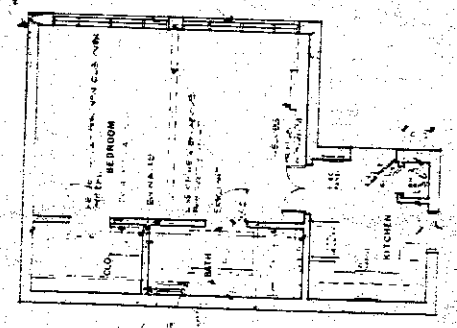
REVISED NORTH ELEVATION  
1/4" = 1'-0"



ELECTRICAL PLAN  
1/4" = 1'-0"



REVISED FIRST FLOOR PLAN  
1/4" = 1'-0"



REVISED CARRIAGE HOUSE  
1/4" = 1'-0"

NOTE: ALL DIMENSIONS ARE IN FEET AND INCHES UNLESS OTHERWISE SPECIFIED.