

act and deed of said Association. And the said Dora Coker wife of the said Charles Coker having been examined by me privately and apart from her husband, and having the same fully explained to her, she the said Dora Coker, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and considerations therein expressed, and that she did not wish to retract it. Given under my hand and seal of office this 23rd day of March 1886.

John E. Coker Notary Public Deas Co. Texas.
The State of Texas, I, Thad W. Smith County Clerk, of Bexar County & said County, do hereby certify that the foregoing instrument of writing, with its certificate of authentication, was filed for registration in my office on the 24th day of March A.D. 1886, at 12 1/4 O'clock P.M. and duly recorded on the 30th day of March, A.D. 1886, at 4 O'clock P.M. in the Records of said County in Book Volume 61 of W & B. Ls. on pages 126, 127, 128, 129, 130. In testimony whereof, witness my hand and official seal, at office this 30th day of March 1886.

Thad W. Smith Co. Clerk Deas Co. State of Texas
By John Staffenbeck Deputy

Contract and Mechanics and Builders Lien between The Bexar Building and Loan Association and Miss Agnes Cotton.

The State of Texas Contract made this 25th day of March County of Bexar, A.D. 1886, by and between the Bexar Building and Loan Association, a body corporate, with its domicile in the City of San Antonio, County and State aforesaid of the first part, and Agnes Cotton, a feme sole of the County and State aforesaid, of the second part, Witnesseth: That the party of the first part, for the consideration hereinafter mentioned, promises to and agrees with the party of the second part, to perform in a faithful and workmanlike manner, the following specified work viz: To erect, build and

Construct a, one story, Rock house, on the property below, described, according to the Plans and specifications therefor, marked Agnes Cotton's Exhibit "A & B." and now in the care and custody, of the Secretary of the Party of the first Part. The said Plans and specifications are here referred to, and are made and taken to be a part of this Contract, the same as if they were copied herein in full; and the same belong to the Party of the first Part. The said Party of the first Part is to furnish, all the Materials, and fixtures called for in the aforesaid Plans and specifications for the erection and construction of said building. And it is mutually, agreed between the Parties hereto that Cotton and Corning, a firm composed, of W. H. Cotton and E. A. Corning, builders and contractors shall erect and construct said building, according to the Plans and specifications, aforesaid, and they are accepted by the Parties hereto, as proper persons to do said work. And, after said work is completed, and delivered to, and accepted by, the said Party of the second Part, the Party of the first Part is, and shall be relieved from, all liability, on account of said work, or its manner of construction, or on account, of the Materials furnished, and on liability whatever shall thereafter exist from said Party of the first Part. And the Party of the second Part promises to and agrees with the Party of the first Part, in consideration of the faithful performance of the above specified work to accept the same when completed, and to pay to the Party of the first Part the sum of Three thousand and two hundred Dollars; payable, on, or before the maturity of the tenth series, of stock of said Association. And whereas the vendor lien note for \$380.⁰⁰ executed by said Agnes Cotton to Chas. Smith and wife has been transferred by them to the Party of the first Part, the said Party of the second Part promises to pay to said Party of the first Part said sum of \$380.⁰⁰ in the City of New Orleans on, or before the maturity, of said tenth series of stock of said Association, and also the said sum of \$3020.⁰⁰ as provided for in the before

of said Association, which by laws are made ^{and taken to be}
 a part of this Contract. Said sum of \$3020. ^{and \$380.} shall
 bear interest at the rate of ten per cent per annum from the
 first day of March 1886, till the maturity of the aforesaid
 tenth series of stock of said Association, payable monthly.
 And the said Party of the second part hereby assigns and
 pledges five hundred shares of the tenth series of stock of said
 Association to the said Party of the first part, as part security
^{and} authorizes and directs said Party of the first part, at
 the maturity of said shares of stock, to apply the amount
 due thereon to the payment of the aforesaid sum of money
^{and} to cancel the said shares. But if the by laws of said
 Association, as to the payment of interest, ^{and} dues are
 not complied with, then the entire sum shall become due
^{and} payable as provided for in the by laws of said Association.
^{and} the lien herein given may be foreclosed; and if judicial
 proceedings are used in collecting the above sum of money
 or to foreclose the lien herein given, then the Party of the second
 part promises to pay, in addition, a reasonable attorney's
 fee for such collection, or foreclosure, of lien. And the said
 Party of the second part further agrees to pay all taxes
 and assessments on the property below described, and on
 the improvements thereon, and to keep the premises insured
 for the benefit of the Party of the first part, in an amount
 to be named by the secretary of the Party of the first part.
^{and} in case of loss, the lien herein given shall attach to ^{and}
 follow the proceeds of the policy of insurance. ^{and} should
 the Party of the second part fail to pay the taxes and
 assessments, as aforesaid; or fail to keep insured the prem-
 ises, as aforesaid, then the Party of the first part may pay
 said taxes and assessments, and keep said premises insured
 and charge the sum of money so expended to the Party
 of the second part, which sum shall bear interest at 12
 per cent per annum from date of payment; and in the absence
 of the Party of the first part, the lien herein given may be
 foreclosed, and the entire sum owing may become due ^{and} payable.

And to secure more effectually the payment of the above sums of money and all interest due thereon, it is agreed by and between the parties hereto, that the said party of the first part shall have a mechanics and builders lien, on the above house and improvements and upon the lot of land below described, on which the same is situated, for the work and labor performed, and the materials and fixtures furnished in the erection and construction of said building and improvements. The lot of land, on which said improvements are made and on which the lien is claimed, is described as follows: There certain lots of land lying and being in the City of San Antonio, County of Bexar, in the State of Texas, and known, as lots 9^a & 10^a, out of that parcel of land conveyed to Annie R. Smith by Geo. W. Phillips and wife, and being in Block No. 1, out of original City Lot No. 3, Range 5, District 1, on East side of San Antonio River. The lots hereby conveyed is bounded as follows: On the East by lots 2 & 3 owned by Annie R. Smith, on the South by a new street 40 feet wide, on the West by property owned by J. E. Bouding, on the North by Crockett Street, the said lot No. 9^a fronting on Crockett Street, Lot No. 10^a fronting on the new street (40 feet wide). For a more particular description of the lots herein conveyed, reference is made to the deed from A. J. Smith and wife, Annie R. Smith, dated the 16th day of March, 1886. In various orders of the said parties have heretofore set their hands, at the City of San Antonio, the day and year first above written, the said party of the first part herein, acting by and through its President Geo. J. Stevens whose signature is attached by the seal of said Association and the signature of its secretary John C. Cohen.

Geo. J. Stevens Building and Loan Association

By John J. Stevens President
Agnes M. Cotton

The State of Texas } Before me, John C. Cohen a Notary Public
County of Bexar } in and for Bexar County, on this day personally appeared John J. Stevens President B. B. and L. A. and Agnes M. Cotton known by me to be the persons whose names

are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed, the said John J. Stevens, acting in the capacity of President of the Texas Building and Loan Association and he declared the same to be the act and deed of said Association. Given under my hand and seal of office this 29th day of March, 1886.

By John E. Cohen Notary Public Dep. Co. Texas.
The State of Texas, I, Thad H. Smith, County Clerk of said Bexar County, do hereby certify that the foregoing instrument, of writing, with its certificate of authentication, was filed for registration in my office on the 29th day of March A. D. 1886, at 4^{3/4} o'clock P. M. and duly recorded, on the 31st day of March A. D. 1886, at 12 o'clock P. M. in the Records of said County in Book Volume 61 of Not. Rec. on Pages 131, 132, 133, 134. In testimony whereof, witness my hand and official seal at office this 31st day of March 1886.

By Thad H. Smith, Co. Clerk Dep. Co. State of Texas
By John Staffenbeck Deputy.

Contract between Charles and Rosa Lambert and The Merchants and Mechanics Building and Loan Assn.

The State of Texas Contract made this third day of April County of Bexar A. D. 1886 by and between Charles Lambert and Rosa Lambert his wife, both of the County of Bexar in the State of Texas, parties of the first part, and the Merchants and Mechanics Building and Loan Association, a body corporate having its domicile in the City of San Antonio, County and State aforesaid, of the second part, Witnesses, that the parties of the first part for the consideration herein after mentioned, promises to and agrees with the party of the second part, to pay to the party of the second part the sum of eight hundred Dollars, payable, on or before the maturity of the fifth series of stock of said Merchants and Mechanics Building and Loan Association as provided for