

Frank S.  
Rachal  
Et. als  
D. H. To  
The Alliance  
Trust Company  
Limited

Andrew S.  
Thompson  
Trustee

State of Texas  
County of San Patricio. Know all men by these  
Presents: That Frank S. Rachal, Peter A. Hunter,  
and Florence C. Hunter, his wife, and Darius C.  
Rachal and Julia A. Rachal, his wife, of the County  
of San Patricio of the State of Texas, parties of  
the first part, in consideration of the sum of  
Ten Dollars to them in hand paid, the receipt  
whereof is hereby acknowledged, and for the  
further consideration of the uses, purposes and  
Trusts hereinafter set forth, and declared,  
have granted, bargained and sold, and by  
these presents do grant, bargain, sell, a libo,  
convey and confirm unto Andrew S. Thompson,  
of the County of Bexar, State of Texas, party of  
the second part, and to the Substitute Trustee,  
as hereinafter provided, all the following Real  
Estate, situated in the County of San Patricio  
State of Texas, to-wit: >

First: Three hundred and twelve (312) acres out of  
a Survey of 640 acres, Patent 369, Volume 3, dated  
September 6<sup>th</sup> 1870. Certificate 2431, in name of  
M. M. Flores, conveyed by Samuel N. Smith to  
Coleman, Mathis and Fulton, by Deed dated  
December 1871, and recorded July 13, 1873,  
in Book "G," folios 504, 506 said 312 acres, being  
same conveyed by Coleman, Mathis and Fulton  
to D. Rachal, August 16, 1876, by Deed recorded  
in Book "H," folios 417 to 418, of the records of  
Deeds of San Patricio County.

Second: Forty (40) acres of land of J. N. Paup  
S. S. N<sup>o</sup> 126, conveyed by R. J. Carroll, to Geo.  
White, April 26 1877, by Deed recorded in Book  
H, folio 530, of said Records of San Patricio  
and by J. F. Smith and Wife to D. Rachal,  
July 31, 1884, and recorded in Book "I" pages  
148 and 149, of said Records.

Third: Fifty-six and Eighty-one hundredths (56<sup>81</sup>/<sub>100</sub>)  
acres, whereof 20 acres are the same conveyed by  
J. J. Paschal et ux, to P. M. Truett, August 12/1882,  
recorded in Book "I" folios 15 and 16, of said Records,  
and 36<sup>81</sup>/<sub>100</sub> are the same conveyed May 17/1870  
by Jos. F. Smith to Jane Mays, by Deed recorded in  
Book "G," folios 154 & 155 of said Records, the two  
parcels being the same lands conveyed



which was conveyed by Jos. F. Smith for himself and William Richardson to J. F. Garner May 14/1870 by deed recorded in Book "G" folios 182 and 183 of said Records and by the widow and heirs of J. F. Garner to D. C. Rachal April 26/1884 by deed recorded in Book "I" folios 146 and 147 of said Records;

*Fourth:* One thousand five hundred and thirty two (1513) acres of land, beginning at S. W. Corner of League No. 1. San Patricio School Lands; thence West with North line of S. S. Gillett, two Surveys, two thousand six hundred and thirty seven (2637) varas to North West Corner of Most Western of said Surveys; thence South with East line of a Survey in the name of Ed. Nelson One thousand one hundred and thirty six (1136) varas to South East corner, West One thousand and nine varas to North West of Wm Bell survey; thence North three thousand one hundred and thirty six (3136) varas East three thousand six hundred and forty six (3646) varas to corner of said League No. 1. Thence with West line of said League two thousand (2000) varas to beginning being parts and parcels of eight several tracts, and being the same lands conveyed by Coleman Mathis and Fulton to D. C. Rachal, August 16/1876 by deed recorded in Book H folios 417, 418 of said Records.

*Fifth:* Six hundred and thirty two (632) acres of land, whereof 340 acres are from the East side of Survey No. 3, located by virtue of Bounty Warrant No. 293 issued to W. W. Bell, and Patented March 25/1858, by Patent No. 48, Volume 9, to the heirs of Henry Smith, assignee, and 292 acres are of the West side of Survey No. 4 by virtue of Bounty Warrant No. 2449 issued to John A. Sequino and Patented March 25/1858, by Patent No. 57, Volume 9, the said two parcels aggregating 632 acres, being the same land conveyed by G. W. & H. G. Fulton and J. F. & J. E. Smith heirs of Henry Smith to said De. Rachal, April 22 1873, by deed recorded in Book H, folios 482, 483 of said records.

*Sixth:* Nine hundred and sixty (960) acres of land, whereof 640 were patented to S. S. Gillett by Patent No. 104, Volume 3, July 11/1861, by virtue of Donations Warrants 269, and 320 acres were patented to Gillett by another Patent, said 960 acres being the same lands conveyed by R. Gillett to said De. Rachal,

May 29, 1873, by deed recorded in Book H folio 35 of said Records.

Twelfth: Eight hundred and eighty eight (888) acres of land, whereof 640 acres located by virtue of Bounty Warrant No. 3437, issued to Manuel M. Flores, and patented August 29, 1861 by Patent No. 543, Volume 12, to heirs of Smith assigned, and 248 acres were patented March 25, 1858, by Patent No. 51, Vol. 9, to heirs of Henry Smith, being part of Survey No. 5 by virtue of Bounty Warrant No. 2449 - the said 888 acres being the same lands conveyed by G. W. Fulton et al. to said D. C. Rachal, January 27, 1873, by deed recorded in Book G, folios 482 and 483, of said Records -

Thirteenth: Fifty eight (58) acres in two tracts, 1<sup>st</sup>) 50 (fifty) acres of the J. St. Sequin Survey No. 4, being the east half of 100 acres conveyed by J. St. Smith to John Choate, and being part of a Survey No. 4, by virtue of Bounty Warrant No. 2449, issued to John St. Sequin and patented March 25, 1858, by Patent No. 7, Volume 7, to heirs of H. Smith; - the Eight (8) acres being at North East Corner of said 100 acre tract thence (with said) 4 chains to corner thence 19 chains to Bay Shore; thence with said shore to East line of said Survey No. 4. - The two parcels comprising 58 acres, conveyed by G. W. Fulton et al. to D. C. Rachal, January 2, 1872, by deed recorded in Book F, folios 383 and 384, of said Records.

Fourteenth: Three hundred acres (300) of land, whereof 100 acres were granted to heirs of St. Smith, assigned, by Patent No. 57, Volume 9, March 25, 1858, being part of Survey No. 5 by virtue of Bounty Warrant No. 2449, issued to J. St. Sequin, and the remaining 200 acres were granted to heirs of Henry Smith, assigned in part by Patent No. 57, Volume 9, March 25, 1858, being part of Survey No. 4, located by virtue of Bounty Warrant No. 2449, and in part by Patent No. 48, Volume 9, March 25, 1858, by virtue of Bounty Warrant No. 9643 issued to W. W. Bell, the said 300 acres being the same land conveyed by G. W. Fulton et al. March 21, 1872, to E. R. and A. P. Rachal, by deed recorded in Book G, folios 465-466 of said Records.

Fifteenth: Fifty (50) acres, being 40 acres originally granted to J. St. Sequin, being same 50 acres

conveyed by Tax Collector to said D. C. Rachal, September 8, 1880. by Tax Sale Deed recorded in Book "H" folios 840-841. —

✓ Sixteenth: Two hundred (200) acres, conveyed to John Choate by Joseph F. Smith April 9/1859. by deed, and recorded in Book F folio 2157 of said records, being the same land, conveyed by Mary J. and E. C. Roberts to D. C. Rachal, December 25<sup>th</sup> 1874, and recorded February 25/1875 in Book H folios 234, and 235, and by Wm. M. Farland August 5/1874, to D. C. Rachal, et al. by deed recorded February 25, 1875, in Book H folio 235<sup>a</sup> and 236.

✓ Seventeenth: One hundred (100) acres of land, being part of Survey N<sup>o</sup>. 1, granted to heirs of H. Smith, assignee, by Pat. N<sup>o</sup>. 53, Volume 9, March 25/1858, by virtue of County Warrant N<sup>o</sup>. 2711, the said property being the same land conveyed by L. Nichols April 8, 1867, to Bridget Mc Murray by deed recorded July 31<sup>st</sup> 1884, in Book I folios 147 and 148, and by Bridget Mc Murray to D. C. Rachal, November 29, 1873, by deed recorded July 11, 1884, in Book "I" folios 137-138.

Eighteenth: Two hundred and twenty five (225) acres of land, being part of lands granted to S. G. Borden, assignee, by Patent N<sup>o</sup>. 27, Volume 44, June 8, 1878, by virtue of III. Class Scrip being the same land conveyed by S. G. Borden April 13, 1881, to D. C. Rachal, by deed recorded in Book "H" folios 883, and 884.

✓ Nineteenth: (Three thousand one hundred and four (3104) acres of land, comprised in the eleven (11) parcels or tracts of land, conveyed February 11, 1878, by E. R. and A. P. Rachal, to D. C. Rachal, by deed recorded in Book H folios 621, 622, and 623, of said records.)

Twentieth: Twenty nine (29) acres of land conveyed by E. P. Rachal, et ux, April 13, 1878, to D. C. Rachal, by deed recorded in Book H folios 620, and 621, of said records;

✓ Twenty-first: One hundred (100) acres of land, being part of 640 acres, granted to Coleman, Mathis and Aulton, October 13, 1879, by Patent N<sup>o</sup>. 910, Volume 13, by virtue of Land Scrip N<sup>o</sup>. 18, issued to John Armendaris, being the same land conveyed.

✓ by Coleman, Mathis and Fulton to D. C. Rachal by deed recorded in Book H. folios 788 and 789 of said records.  
 Twenty-second: Five hundred and seventeen (517) acres of land granted to Coleman and Fulton by Patent No. 8. Vol. 1. March 13/1880. by virtue of Survey No. 333. being the same land conveyed November 4, 1879 by Coleman and Fulton to D. C. Rachal. by deed recorded in Book H. folios 788-789. of said Records. -

✓ Twenty-third: Three hundred and twenty (320) acres of land, granted to Coleman & Fulton by Patent No. 742 Vol. 31. July 5, 1879. by virtue of Senp No. 14. issued to Presidia Irrigation Company, being the same land conveyed November 4/1879. by Coleman & Fulton to D. C. Rachal. by deed recorded in Book H. folios 788 and 789. of said Records.

✓ Twenty-fourth: Seven hundred and thirty-two (732) acres of land, being a part of Survey No. 1. granted to San Patricio County, by Patent No. 25. Vol. 17. July 13. 1862. being a part of the same lands conveyed by San Patricio County through Robert Dougherty, Judge to Coleman, Mathis and Fulton, February 11. 1878. by deed recorded, in Book H. folios 604. 605. and 606. and which 732 acres were conveyed by Coleman and Fulton September 24/1881. to D. C. Rachal by deed recorded in Book H. folios 937. 939. of said Records

✓ Twenty-fifth: One hundred and eleven (111) acres of land, being a part of 174 1/2 acres of land, conveyed by Felix Chisholm to Samuel N. Lewis, January 25/1874. by deed recorded in Book H. folio 237. said 300 acres, being the same land, which Samuel N. Lewis, conveyed to N. M. Stokes, October 14<sup>th</sup> 1876. by deed recorded in Book H. folio 436. and which N. M. Stokes conveyed to D. C. Rachal, April 20/1881. by deed recorded in Book H. folio 928 of said records.

✓ Twenty-sixth: Six hundred and forty (640) acres of land granted to Borden, Hatcher and Rachal by Patent No. 406. Vol. 29. January 1. 1878. being Survey No. 1. located by virtue of Senp 998. issued to Adams B. & M. and Wm B. Hatcher and J. G. Borden conveyed all their interest &c. &c. in and to said lands to D. C. Rachal. March 9/1881. by deed recorded in Book H. folios. 876 and 877. of said Records; -

✓ Twenty-seventh; One hundred and thirty one (131) acres of land being part of 180 acres conveyed by F. B. Means November 1/1879. to W. M. Mitt by deed.

Recorded in Book H folios 785-786. being the same lands, which P. M. Smitt. conveyed July 26, 1883. to D. C. Rachal by deed recorded in Book I folios 84<sup>th</sup> and 85 of said Records.

Twenty-Eighth: Fifty (50) acres of land being part of 1476 acres granted to heirs of Samuel Edwards by Patent No. 173. Val. 18. May 20/1870. by virtue of I Class Certificate No. 367. being the 50 acres, conveyed by F. B. Means, U. C. Means and P. M. Smitt to D. C. Rachal. July 4, 1882. by deed recorded in Book I folios 10<sup>th</sup> and 11.

Twenty-ninth: Six hundred and four (604) acres of land, being part of 1476 acres granted by Patent last above described, being part of 700 acres conveyed by Jos. F. Smith to W. G. Roark. May 11, 1870 by deed recorded in Book "4" folios 152-3-4. and the same conveyed by W. G. Roark to D. C. Rachal February 1<sup>st</sup> 1883. by deed recorded in Book I on folios 42 and 43 of said Records.

Containing in all the above described tracts and parcels 16,351.<sup>82</sup>/<sub>100</sub> acres of land, more or less.

This Trust Deed also conveys whatever right, title and interest is held and enjoyed by the Grantors or either of them in any other lands not herein described, which are enclosed in, or belonging to the above described farm and pasture, which has heretofore been known as the Darius C. Rachal property, or which the grantors or either of them may hereafter acquire in said property.

There is to be excepted from the Liew of this Trust Deed 200 (Two hundred) acres of land as the Homestead of the said P. M. Smitt.

Together with all and singular the improvements, tenements, hereditaments, appurtenances, rights and privileges, rents, profits and incomes thereto belonging, and machinery now on or hereafter put on said premises, for the conduct thereof, whether attached or detached. To have and to hold the above granted premises, appurtenances, rents, profits, and incomes, improvements and machinery, unto the said party of the second part and his successors and substitute forever.

And the said parties of the first part do hereby covenant with the said party of the second part and his successor that Frank S. Rachal

and Peter H. Hunter are lawfully seized in fee of the  
aforegranted premises; that they are free of, and from  
all incumbrances, and that they will warrant and  
forever defend the title to the same unto the said  
party of the second part and his successor, against  
the lawful claims and demands of all persons.  
This Conveyance is intended as a Deed of Trust

for the following purposes to-wit:  
Whereas, The said Peter H. Hunter, Darius Rachal  
and Frank S. Rachal are indebted to The Alliance  
Trust Company Limited party of the third part  
in the sum of Forty nine thousand and three  
hundred (\$49,300<sup>00</sup>) Dollars, as evidenced by six (6)  
promissory notes bearing date January 15, 1890, of  
which one (1) becomes due as follows, to-wit:

One Note for Thirty four thousand (\$34,000) Dollars,  
due the first (1<sup>st</sup>) day of January of One thousand  
eight hundred and ninety five (1895) and which  
is given for the principal of the money this  
day borrowed by the said Peter H. Hunter, Darius  
C. Rachal and Frank S. Rachal, from the said  
party of the third part, and the other five (5) notes  
are given for interest on said Principal Note  
and become due as follows, to-wit:

One Note for Three thousand and Sixty (\$3060<sup>00</sup>) Dollars, due  
January first of 1891.

One Note for three thousand and Sixty (\$3060<sup>00</sup>) Dollars,  
due January first of 1892.

One Note for three thousand and Sixty (\$3060<sup>00</sup>) Dollars,  
due January first of 1893.

One Note for three thousand and Sixty (\$3060<sup>00</sup>) Dollars,  
due January first of 1894.

One Note for three thousand and Sixty (\$3060<sup>00</sup>) Dollars,  
due January first of 1895.

All of said Notes, being payable in Gold Coins  
of the United States, or the equivalent in United  
States Paper Currency, To The Alliance Trust  
Company Limited at the office of Francis  
Smith, Caldwell & Co. in the City of San Antonio,  
State of Texas, with interest at twelve percent per  
annum, or for maturity, until paid, and ten per  
cent. attorney's fees if placed in the hands of an  
attorney or executor, and are all, with their  
accruing interest, intended to be secured by this  
conveyance. And if any of the said promissory



to whom such money shall have been so paid,  
 Now therefore, if the said promissory notes herein described, be well and truly paid as the same become due and payable according to the tenor and effect thereof, and if the said covenants and agreements are all faithfully kept and performed on the part of the parties of the first part, if the said insurance, taxes, assessments and charges advanced for the parties of the first part if any are fully paid back with interest as aforesaid then in that case only this conveyance shall become null and void, and these presents shall be released, in due form by the party of the second part at the cost of the parties of the first part. otherwise to continue in full force and effect. But in case of default in the punctual payment of any of said notes or any part thereof, when due, or in case of the failure or default on the part of the parties of the first part to keep any of the covenants or agreements herein contained or on breach of any thereof, or on failure to return when demanded, advances made to or for the benefit of the parties of the first part or promises herein described under the terms of this instrument with interest as aforesaid, or should it be discovered after the execution & delivery of this instrument, that there is a defect in the title of the said parties of the first part to said premises, or that there is a lien or incumbrance of any nature whatever on the same, or a homestead claim set up to the same, and the parties of the first part shall not on demand of the holder of said notes correct such defects in such title and perfect the same or remove such lien or incumbrance or homestead claim, then upon any such default or failure or upon the happening of any of such other contingencies the said principal note and the proportionate part accrued of the interest notes shall immediately fall due and become payable at the option of the holder thereof. And it shall thereupon or at any time thereafter become the duty of the said party of the second part or his successor or substitute as hereinafter provided, and he or she or his or her substitute as hereinafter provided on the request of the party of the first part or his or her substitute, or said notes, which request is hereby presumed, to enforce this trust,

and to sell the above described property at Public auction to the highest bidder for cash, in hand at the Court House Door in ~~the~~ <sup>Saw Prairie</sup> ~~the~~ County, Texas, between the hours of 10 O'clock A.M. and 4 O'clock P.M. after giving public notice of time, place and terms of such sale, and of the property to be sold, by posting the notice of the sale at the Court House door in ~~the~~ <sup>Saw Prairie</sup> ~~the~~ County, for twenty days prior to the day of sale, which sale shall be on the first Tuesday of the month; the said property to be sold all together or in such lots or parcels as the party of the second part may deem best and said party of the second part or success or reselling is hereby authorized and empowered after making such sale, to execute and deliver to such purchaser, or purchasers, a good and sufficient deed or deeds to the property sold, with clauses of General Warranty; binding upon the parties of the first part and heirs and to receive the proceeds of the sale, and apply the same as follows:

1. All the expenses of executing this trust, including ten per cent. commission to the trustee or trustees acting;
2. All sums, if any, which have been paid, by said party of the third part, its successors or assigns, for taxes, repairs, insurance and other charges which would be a lien upon the said Real Estate or assessed against the debt, or for any money expended in perfecting the title in the grantor to said real estate;
3. The full amount of interest due to the date of sale;
4. The amount of principal due and owing, if said proceeds of such sale shall be sufficient;
5. And the remainder, if any, shall be paid over to the said Grantors, Rachel <sup>and</sup> Peter A. Hunter. If any other legal or equitable remedy is resorted to by the party of the third part for the collection of the debt herein above mentioned, then, and in such event, the said parties of the first part hereby covenant and agree, to pay to the party of the third part, as attorney's fees, ten per cent. of the amount then due, which shall be a part of the debt hereby secured.

And whereas, for the better securing of said notes, with all interest thereon to the said party of the third part, its successors or assigns, the said parties of the first part do hereby covenant with the said party of the second part and his successor, that the herein described property is not the homestead

not claimed, used or enjoyed by them or either of them as such, except Two hundred (200) aers, herein excepted, as the homestead of P. H. Hunter.

In case of the death, inability, refusal or failure of the Trustee herein named to act, or of his resignation, at any time, a successor or substitute may be named, constituted and appointed by the said party of the third part, or assigns, or by his or their agent, without other formality than an appointment and designation in writing, and this conveyance shall vest in such succeeding or substitute Trustee the estate and title in all said premises, and he shall thereupon hold, possess and execute all the title, rights, powers and duties herein conferred on said Trustee named, and his conveyance to the purchaser, shall be equally valid and effective, as if he had been originally named as trustee herein.

It is further expressly provided that the recitals in the conveyance, to the purchaser shall be full evidence of all matters therein stated, and no other proof shall be requisite of request by the party of the third part, successors or assigns, to the Trustee to enforce this trust, or of the proper and due appointment of any succeeding or substitute Trustee, who may act; or of the advertisement, or sale, or any particulars thereof, and all prerequisites to said sale shall be presumed to have been performed.

It is further understood and agreed that this transaction has been made with reference, to the laws of the State of Texas, and shall in all respects be construed and governed thereby, Should the debt hereby secured be taxed by the State of Texas, the parties of the first part hereby agree to pay such taxes to the extent and when requested by the party of the third part, his successor or assigns, or his or their agent.

And it is expressly agreed and made part of this instrument, that an extension or extensions may be made of the time of payment of all or any part or parts of the debt hereby secured, without in anywise altering, varying or diminishing the force, effect or lien of this instrument in favor of any junior incumbrancer, mortgage or lienholder, or other party hereafter acquiring a lien on or interest in said land, or any part thereof, and that this instrument

shall continue as the first line on all paid bonds  
 until all arrears with interest and charges  
 hereby secured are fully paid, notwithstanding  
 any such extensions or abatements.  
 On this 11th day of January, the said Board of  
 Health, Peter of Hunter & Thomas of Hunter  
 & Thomas of Health, and Julia of Health have  
 returned of their names and appeared this 11th  
 month day of January 1890.  
 Peter of Hunter & Thomas of Health.  
 Thomas of Hunter & Thomas of Health.  
 Julia of Health.

The State of Oregon, County of Lane, County  
 Court and for our Lane County, Oregon on this  
 day personally appeared Grant & Thomas, Peter  
 of Hunter and his wife Florence & Hunter  
 & Thomas of Health and his wife Julia of Health  
 known to me to be the persons whose names are  
 subscribed to the foregoing instrument, and  
 acknowledged to me, that the special, the  
 same for the purpose and consideration therein  
 expressed.  
 My hand and seal of office,  
 this 11th day of January A.D. 1890.  
 J. J. Lane, Clerk  
 Co. of Lane Health Co. Oregon

The State of Oregon, County of Lane, County  
 Court and for our Lane County, Oregon on this  
 day personally appeared Grant & Thomas, Peter  
 of Hunter and his wife Florence & Hunter  
 & Thomas of Health and his wife Julia of Health  
 known to me to be the persons, whose names are  
 subscribed to the foregoing instrument, having  
 their names by me personally and apart from  
 their husbands, and having the same by me  
 fully explained to them, they the said Florence  
 & Thomas and Julia of Health acknowledged  
 such instrument to be their act and deed, and  
 they declared that they had willingly signed

