#### HISTORIC AND DESIGN REVIEW COMMISSION October 2, 2019

HDRC CASE NO:	2019-533			
ADDRESS:	1115 W KINGS HWY			
LEGAL DESCRIPTION:	NCB 1785 BLK 10 LOT 39 AND 40			
ZONING:	R-6 NCD-5			
CITY COUNCIL DIST.:	1			
APPLICANT:	Mark Mendoza			
<b>OWNER:</b>	Mark Mendoza			
TYPE OF WORK:	Historic Landmark Designation			

#### **REQUEST:**

The applicant is requesting a finding of historic significance for the property located at 1115 W Kings Hwy.

#### **APPLICABLE CITATIONS:**

Unified Development Code Sec. 35-606. - Designation Process for Historic Landmarks.

a. Authority. Requests for landmark designation may only be made by or with the concurrence of the property owner. In instances where a property owner does not consent to the landmark designation, the historic preservation officer shall request a resolution from city council to proceed with the designation process prior to any zoning commission hearing. Notwithstanding the foregoing, a request for landmark designation may be made and approved by the city council. To the extent that this subsection conflicts with any other provisions of this chapter, this paragraph shall control except for buildings, objects, sites, structures, or clusters heretofore designated as local landmarks or districts, National Register landmarks or districts, state historic landmarks or sites, or state archaeological landmarks or sites. Additionally, requests for designation shall be made on a form obtained from the city historic preservation officer through the office of historic preservation. Completed request forms shall be returned to the office of historic preservation for processing. All buildings, objects, sites, structures, or clusters where a form obtained by the city council as historic landmarks under any pre-existing ordinance of the City of San Antonio shall be accorded the protection of properties designated historic landmarks under this chapter and shall continue to bear the words "historic, exceptional" (HE) or "historic, significant" (HS) in their zoning designation.

#### b. Designation of Historic Landmarks.

- 1. **Initiation**. Any person, the historic and design review commission, zoning commission, the historic preservation officer, or the city council may initiate a historic landmark designation by filing an application with the historic preservation officer. Requests for designation shall be made on a form obtained from the city historic preservation officer. Completed request forms shall be returned to the office of historic preservation for processing. Owner consent for historic landmark designation shall be required unless a city council resolution to proceed with the designation has been approved. Additionally, owners may submit with the application a written description and photographs or other visual material of any buildings or structures that they wish to be considered for designation as non-contributing to the historic landmark.
- 2. Decision. The historic preservation officer shall refer a completed application for historic landmark designation to the historic and design review commission. Property owners of proposed historic landmarks shall be notified of the historic and design review commission hearing by the historic preservation officer by mail prior to a historic and design review commission hearing for historic landmark designation. Notice to property owners shall state the place, date, time and purpose of the historic and design review commission hearing. The historic preservation officer shall also send notice of the meeting to any registered neighborhood associations located within the proposed district boundary. The historic and design review commission shall make and forward its recommendation to the zoning commission within forty-five (45) days from the date of submittal of the designation request by the historic preservation officer. Upon submittal of the historic and design review commission's recommendation, the proposed historic district or landmark designation shall be submitted to the zoning commission for its review recommendations along with its finding of historic significance. The zoning commission and the city council shall process the application as prescribed in section 35-421 of this chapter and this section. The zoning commission shall schedule a hearing on the historic and design review commission recommendation to be held within sixty (60) days of receipt of such recommendation and shall forward its recommendation to city council which shall schedule a hearing to be held within sixty (60) days of council's receipt of such recommendation. Upon passage of any ordinance

designating a historic landmark, or removing or upgrading the designation of historic, the city clerk shall send notice of the fact by mail to the owner or owners of affected property.

Unified Development Code Sec. 35-607. – Designation Criteria for Historic Districts and Landmarks.

- a. **Process for Considering Designation of Historic Districts and Landmarks.** Historic districts and landmarks shall be evaluated for designation using the criteria listed in subsection (b) and the criteria applied to evaluate properties for inclusion in the National Register. In order to be eligible for historic landmark designation, properties shall meet at least three (3) of the criteria listed. Historic districts shall consist of at least two (2) or more structures within a legally defined boundary that meet at least three (3) of the criteria. Additionally, all designated landmarks and districts shall demonstrate clear delineation of the legal boundaries of such designated resources.
- b. Criteria for Evaluation.
  - 5. Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials;
  - 11. It is distinctive in character, interest or value: strongly exemplifies the cultural, economic, social, ethnic, or historical heritage of San Antonio, Texas or the United States;
  - 13. It bears an important and significant relationship to other distinctive structures, sites, or areas, either as an important collection of properties or architectural style or craftsmanship with few intrusions, or by contributing to the overall character of the area according to the plan based on architectural, historic or cultural motif.

#### FINDINGS:

- a. The request for landmark designation was initiated by the property owner.
- b. HISTORIC CONTEXT: The structure at 1115 W Kings Hwy is a one-story, single-family Craftsman home built in 1926 for Francisca D. Davis and Catalena D. Hart. It is located in the Beacon Hill Area neighborhood conservation district (NCD-5) of City Council District 1. Mark Mendoza is the current owner. West Kings Hwy was originally called Fowler; it changed to its current name c. 1924. The block on which the subject structure sits is included in 1911 Sanborn maps as Fowler; the address 1115 W Kings Hwy first appears on the 1931 Sanborn Fire Insurance map. The subject structure shares the block with other Craftsman homes of the same era, a style characteristic of this area in the Beacon Hill neighborhood. According to newspaper archive research, the area where Beacon Hill is now located was originally platted by Nicholson, Furnish, and Smith in 1908 and was an addition to Fox's Beacon Hill, originally platted in 1907. Heavy advertisement in newspapers followed for the addition. The area was frequently referred to as the "Queen Suburb" in these advertisements. The land where 1115 W Kings Hwy is located is part of the originally platted Beacon Hill Addition subdivision.
- c. SITE CONTEXT: The structure at 1115 W Kings Hwy is a one-story, single-family Craftsman home built in 1926. It is located in the Beacon Hill Area neighborhood conservation district (NCD-5) of City Council District 1. The block is bounded on the south by W Kings Hwy, the west by Capitol Ave, the north by W Gramercy Pl, and the east by Michigan Ave. Houses on the block have deep setbacks with sidewalks setback far from the street. An unpaved alley runs east to west along the north edge of the parcel.
- d. ARCHITECTURAL DESCRIPTION: The house has a cross-gabled composition shingle roof with wide eaves, brackets, and exposed rafter tails, and is clad in clapboard with a battered foundation. The fascia is perforated with a dashed pattern. It has a closed front-facing closed gable with an intersecting porch roof over an inset concrete porch that wraps around the southeast corner of the house. It has a full concrete driveway that runs along the east side of the parcel and ends next to a rear addition. The home has modern windows. There is a modern shed in the northwest corner of the parcel. The house has two old-growth trees, one east of the rear addition and one in front of the three ganged windows at the front of the house. Character-defining features of 1115 W Kings Hwy include wide eaves with exposed rafter tails, closed front-facing gables, recessed porch, and clapboard siding with battered foundation.
- e. EVALUATION: In order to be eligible for historic landmark designation, properties shall meet at least three (3) of the 16 criteria listed. Staff evaluated the structure against all 16 criteria and determined that it was consistent with UDC sec. 35-607(b):
  - 5. 5. Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials; as an example of the Craftsman style;
  - 11. It is distinctive in character, interest or value: strongly exemplifies the cultural, economic, social, ethnic, or historical heritage of San Antonio, Texas or the United States; This structure represents the

architectural design, detail work, form, and craftsmanship that is consistent with the homes built during the development period of the neighborhood.

- 13. It bears an important and significant relationship to other distinctive structures, sites, or areas, either as an important collection of properties or architectural style or craftsmanship with few intrusions, or by contributing to the overall character of the area according to the plan based on architectural, historic or cultural motif; The structure is part of the eligible historic district of Beacon Hill and would be considered contributing were the neighborhood to pursue designation. Additionally, 1115 W Kings Hwy was part of the original Beacon Hill Addition subdivision.
- f. The City offers a tax incentive for the substantial rehabilitation of historic properties because historic landmarks possess cultural and historical value and contribute to the overall quality and character of the City and its neighborhoods. If historic designation is approved, rehabilitation and restoration work may be eligible for this incentive. State and Federal tax incentives are also available for properties listed on the National Register of Historic Places and provide substantial relief for rehabilitation projects.
- g. If the HDRC approves the Finding of Historic Significance, then the recommendation for designation is submitted to the zoning commission. The zoning commission will schedule a hearing and then forward its recommendation to the City Council. City Council has the ultimate authority to approve the historic designation zoning overlay.
- h. Per UDC Sec. 35-453, once the commission makes a recommendation for designation, property owners must receive a written approval (a Certificate of Appropriateness) for any exterior work until the City Council makes their final decision.

#### **RECOMMENDATION:**

Staff recommends approval of a finding of historic significance and that the Historic and Design Review Commission should recommend approval for the landmark designation of 1115 W Kings Hwy to the Zoning Commission and to the City Council based on findings a through e.

CASE MANAGER: Jessica Anderson

# City of San Antonio One Stop







#### **Statement of Significance**

Property Address: 1115 W Kings Hwy
1. Application Details

Applicant: Mark Mendoza
Type: Application for Historic Landmark Designation
Date Received: 9 September 2019

#### 2. Findings

The structure at 1115 W Kings Hwy is a one-story, single-family Craftsman home built in 1926 for Francisca D. Davis and Catalena D. Hart. It is located in the Beacon Hill Area neighborhood conservation district (NCD-5) of City Council District 1. Mark Mendoza is the current owner.

West Kings Hwy was originally called Fowler; it changed to its current name c. 1924.<sup>1</sup> The block on which the subject structure sits is included in 1911 Sanborn maps as Fowler;<sup>2</sup> the address 1115 W Kings Hwy first appears on the 1931 Sanborn Fire Insurance map.<sup>3</sup> The 1934 map shows the addition of a rear garage, a pattern that extends down the block and many of which are still extant.<sup>4</sup> The subject structure shares the block with other Craftsman homes of the same era, a style characteristic of this area in the Beacon Hill neighborhood.

The home's first residents were widows Francisca Davis and Catalena Hart, who purchased two lots in 1925,<sup>5</sup> and built the home c. 1925-6.<sup>6</sup> Davis and Hart sold the property to Anna M. Steele in 1936.<sup>7</sup> Steele retained the property through four marriages: Eugene Steel,<sup>8</sup> Edward H. Bowman,<sup>9</sup> James Mason,<sup>10</sup> and Peter Clifford Langan.<sup>11</sup> Steele's son, Eugene R. Steele, sold the property to Joe Bird in 1991.<sup>12</sup> The property changed hands several times in the 1990s and 2000s; the current owner purchased it in 2017.<sup>13</sup>

Beacon Hill is one of several unique neighborhoods that evolved during San Antonio's first great expansion, starting in the 1850s until the Great Depression. By 1890, electric trolleys that carried passengers to San Pedro Springs Park had influenced the development of the city's first new subdivisions to the north, including Beacon Hill. According to the Beacon Hill Neighborhood Association's website, "the neighborhood was

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<sup>&</sup>lt;sup>1</sup> San Antonio City Directory, 1924, p. 105.

<sup>&</sup>lt;sup>2</sup> Sanborn Fire Insurance Map: San Antonio, Texas, 1911, vol. 1, sheet 99.

<sup>&</sup>lt;sup>3</sup> Sanborn Fire Insurance Map: San Antonio, Texas, 1931, vol. 1, sheet 99.

<sup>&</sup>lt;sup>4</sup> Sanborn Fire Insurance Map: San Antonio, Texas, 1934, vol. 1, sheet 99.

<sup>&</sup>lt;sup>5</sup> Bexar County Clerk (web site). Warranty Deed: Chas. K. Cunningham, et al, to Francisca D. Davis, et al. 15 January 1925. Document #110444.

<sup>&</sup>lt;sup>6</sup> San Antonio City Directory, 1926, p. 1402.

<sup>&</sup>lt;sup>7</sup> "Real Estate Transfers: Francisca D. Davis et al to Anna M. Steele…" San Antonio *Light*, Wednesday, 2 December 1936, p. 13-B.

<sup>&</sup>lt;sup>8</sup> City Directory: San Antonio, 1938-39, p. 1342.

<sup>&</sup>lt;sup>9</sup> Bexar County Clerk (web site). Marriage License: Ed. H. Bowman to Anna M. Steele, 5 March 1938.

<sup>&</sup>lt;sup>10</sup> San Antonio City Directory, 1942 to 1954, various pages.

<sup>&</sup>lt;sup>11</sup> Bexar County Clerk (web site). Marriage License: Peter Clifford Langan to Anna M. Steele, 18 May 1960.

<sup>&</sup>lt;sup>12</sup> Bexar County Clerk (web site). Warranty Deed with Vendor's Lien: Eugene R. Steele to Joe B. Bird, 25 June 1991. Deed book, vol. 5099, p. 682.

<sup>&</sup>lt;sup>13</sup> Bexar County Clerk (web site). Warranty Deed with Vendor's Lien: La Bellezza, LLC, to Mark Mendoza, 6 April 2017. Deed book, vol. 18447, p. 801.



among the first 'modern' platted subdivisions developed in San Antonio," and included subdivisions within the boundaries, namely Laurel Heights Addition, Treasure Hill, Fox's Beacon Hill, Beacon Hill, Beacon Hill, Terrace, and North Haven, which developed from the early 1890s to the late 1920s.<sup>14</sup>

According to newspaper archive research, the area where Beacon Hill is now located was originally platted by Nicholson, Furnish, and Smith in 1908 and was an addition to Fox's Beacon Hill, originally platted in 1907.<sup>15</sup> Heavy advertisement in newspapers followed for the addition. The area was frequently referred to as the "Queen Suburb" in these advertisements.<sup>16</sup> The land where 1115 W Kings Hwy is located is part of the originally platted Beacon Hill Addition subdivision.<sup>17</sup>

#### 3. Architectural Description

The structure at 1115 W Kings Hwy is a one-story, single-family Craftsman home built in 1926. It is located in the Beacon Hill Area neighborhood conservation district (NCD-5) of City Council District 1. The block is bounded on the south by W Kings Hwy, the west by Capitol Ave, the north by W Gramercy Pl, and the east by Michigan Ave. Houses on the block have deep setbacks with sidewalks setback far from the street. An unpaved alley runs east to west along the north edge of the parcel.

The house has a cross-gabled composition shingle roof with wide eaves, brackets, and exposed rafter tails, and is clad in clapboard with a battered foundation. The fascia is perforated with a dashed pattern. It has a closed front-facing closed gable with an intersecting porch roof over an inset concrete porch that wraps around the southeast corner of the house. It has a full concrete driveway that runs along the east side of the parcel and ends next to a rear addition. The home has modern windows.

The primary elevation has three ganged windows on a protruding gable end and a pair of ganged windows on the patio, right of the front door. The east façade has two windows under a protruding gable at the southeast corner of the house. A protruding gable near the center of the east elevation has a single window that appears to have replaced ganged windows; the original fenestration pattern is visible in trim painted the same color as the siding. The north elevation of the historic core has a pair of ganged windows; the original fenestration pattern is visible in trim painted the same color as the siding.

A rear addition is attached to the historic core through a closed breezeway that has a wood porch on the east side of the house. The breezeway has a door to the left of a single modern window. The rear addition is end gabled and has two windows on the east elevation and one window on the south elevation. The west side of the rear addition has no fenestration.

The west elevation has a pair of ganged windows that are smaller than others found on the house followed by two single windows.

There is a modern shed in the northwest corner of the parcel. The house has two old-growth trees, one east of the rear addition and one in front of the three ganged windows at the front of the house.

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<sup>&</sup>lt;sup>14</sup> Beacon Hill Neighborhood Association: Explore. Accessed 18 September 2019. <u>http://www.beaconhillsanantonio.org/explore</u>

<sup>&</sup>lt;sup>15</sup> "Beacon Hill Almost Gone." San Antonio *Light*, Sunday, 20 October 1907.

<sup>&</sup>lt;sup>16</sup> "Buy Lots in Beacon Hill and Get That Money Look." San Antonio Light, Friday, 19 April 1907.

<sup>&</sup>lt;sup>17</sup> Bexar County Clerk (web site). Beacon Hill Addition, 1908. Plat book, vol. 105, p. 173.



Character-defining features of 1115 W Kings Hwy include:

- Wide eaves with exposed rafter tails
- Closed front-facing gable
- Recessed porch
- Clapboard siding with battered foundation

#### 4. Landmark Criteria

The property meets the following criterion under UDC 35-607(b):

- 5: Its embodiment of distinguishing characteristics of an architectural style valuable for the study of a period, type, method of construction, or use of indigenous materials; as an example of the Craftsman style;
- 11: It is distinctive in character, interest or value: strongly exemplifies the cultural, economic, social, ethnic, or historical heritage of San Antonio, Texas or the United States; This structure represents the architectural design, detail work, form, and craftsmanship that is consistent with the homes built during the development period of the neighborhood.
- 13: It bears an important and significant relationship to other distinctive structures, sites, or areas, either as an important collection of properties or architectural style or craftsmanship with few intrusions, or by contributing to the overall character of the area according to the plan based on architectural, historic or cultural motif; The structure is part of the eligible historic district of Beacon Hill and would be considered contributing were the neighborhood to pursue designation. Additionally, 1115 W Kings Hwy was part of the original Beacon Hill Addition subdivision.

#### 5. Staff Recommendation

A property must meet at least three of the 16 criteria used to evaluate eligibility for landmark designation, and this assessment determines that 1115 W Kings Hwy meets this threshold. Therefore, staff recommends a finding of historic significance for the property at 1115 W Kings Hwy. Further research may reveal additional significance associated with this property.



# CITY OF SAN ANTONIO OFFICE OF HISTORIC PRESERVATION



Primary (south) elevation.



Primary and west elevations.

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# CITY OF SAN ANTONIO OFFICE OF HISTORIC PRESERVATION



South end of east elevation.



Center of east elevation.



# CITY OF SAN ANTONIO OFFICE OF HISTORIC PRESERVATION



Rear (north) and north end of east elevation.



Modern shed in northwest corner of the parcel.

## **Bexar CAD**

Property Search Results > 120564 MENDOZA MARK Tax Year: 2019 for Year 2019

#### Property

Account Property ID:	120564		Legal Descr	ription: NCB 1785 BLK 10 LOT 39 AND 40
Geographic ID:	01785-010-0390	)	Zoning:	R-6 NCD-5
Type:	Real	,	Agent Code	
Property Use Code:	001		Agent coue	
Property Use Description:				
Protest				
Protest Status:	OP(OPEN PROT	ST)		
Informal Date:				
Formal Date:	10/02/2019 15:	00 PM		
Location				
Address:	1115 W KINGS H SAN ANTONIO,		Mapsco:	582C8
Neighborhood:	BEACON HILL		Map ID:	
Neighborhood CD:	57023			
Owner				
Name:	MENDOZA MAR	К	Owner ID:	3059495
Mailing Address:	1115 W KINGS H SAN ANTONIO,		% Ownersh	nip: 100.000000000%
			Exemptions	s: HS
lues				
(+) Improvement Homes	site Value:	+	\$193,670	
(+) Improvement Non-H	omesite Value:	+	\$0	
(+) Land Homesite Value	2:	+	\$41,060	
(+) Land Non-Homesite	Value:	+	\$0	Ag / Timber Use Value
(+) Agricultural Market \		+	\$0	\$0
(+) Timber Market Valua		+	\$0	\$0
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(=) Market Value:		=	\$234,730	

**Taxing Jurisdiction** 

# Owner:MENDOZA MARK% Ownership:100.00000000%Total Value:\$234,730

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
06	BEXAR CO RD & FLOOD	0.023668	\$234,730	\$227,890	\$53.94
08	SA RIVER AUTH	0.018580	\$234,730	\$225,890	\$41.97
09	ALAMO COM COLLEGE	0.149150	\$234,730	\$230,890	\$344.38
10	UNIV HEALTH SYSTEM	0.276235	\$234,730	\$230,890	\$637.80
11	BEXAR COUNTY	0.277429	\$234,730	\$230,890	\$640.56
21	CITY OF SAN ANTONIO	0.558270	\$234,730	\$225,890	\$1,261.08
57	SAN ANTONIO ISD	1.530950	\$234,730	\$200,890	\$3,075.53
CAD	BEXAR APPRAISAL DISTRICT	0.000000	\$234,730	\$230,890	\$0.00
	Total Tax Rate:	2.834282			
				Taxes w/Current Exemptions:	\$6,055.26
				Taxes w/o Exemptions:	\$6,652.91

### Improvement / Building

Improvement #1:	Residential State Code:		ing 1462.0 ea:	sqft	<b>Value:</b> \$193
Туре	Description	Class CD	Exterior Wall	Yea Buil	
LA	Living Area	A - WS		193	0 958.0
OP	Attached Open P	orch A - NO		193	0 160.0
LA1	Additional Living	Area A - WS		201	6 504.0
DCK	Attached Wood	Deck A - NO		201	6 77.0
Improvement #2:	Residential State	- · · · · ·	Living sqft Area:	Va	<b>lue:</b> \$600
Туре	Description	Class CD	Exterior Wall	Year Built	NUEL
RSH	Shed	F - NO		1930	64.0

#### Land

#	Туре	Description	Acres	Sqft	Eff Front	Eff Depth	<b>Market Value</b> \$41,060	Prod. Value
1	RES	R/1 Family not Farm Single	0.1435	6250.00	50.00	125.00	\$41,060	\$0

### **Roll Value History**

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2020	N/A	N/A	N/A	N/A	N/A	N/A
2019	\$193,670	\$41,060	0	234,730	\$3,840	\$230,890
2018	\$168,840	\$41,060	0	209,900	\$0	\$209,900
2017	\$145,150	\$41,060	0	186,210	\$0	\$186,210
2016	\$52,680	\$33,380	0	86,060	\$0	\$86,060

**Deed History - (Last 3 Deed Transactions)** 

#	Deed Date	Туре	Description	Grantor	Grantee	Volume	Page	Deed Number
1	4/6/2017	Deed	Deed	LA BELLEZZA LLC	MENDOZA MARK	18447	801	20170065649
2	10/2/2015	Deed	Deed	BUSTAMENTE MIGUEL F	LA BELLEZZA LLC	17493	1550	20150191552
3	4/6/1999	Deed	Deed		BUSTAMENTE, MIGUEL F	7915	0355	0

# 2020 data current as of Sep 18 2019 1:29AM. 2019 and prior year data current as of Sep 6 2019 6:27PM For property information, contact (210) 242-2432 or (210) 224-8511 or email.

For website information, contact (210) 242-2500.

Website version: 1.2.2.28

Database last updated on: 9/18/2019 1:29 AM

© N. Harris Computer Corporation

1115 W Kings Hwy – Beacon Hill Neighborhood

Mark Mendoza

#### 1115 W Kings Hwy – Beacon Hill Neighborhood

Our home was built in the 1920's. We uncovered several documents that list different dates with one being 1926 and the other 1929. The home shows historical significance being a Bungalow style home. Bungalows were very popular during this era and shows very distinctive turn of the century architecture. Beacon Hill played an important part during the growth of the city and carries a unique history. Beacon Hill was one of the first platted subdivisions in the city and it was built around the railways and electric railways that carried residents into Beacon Hill through the very early growth stages of the city. Beacon Hill played a very important role for the city of San Antonio as previously mentioned with setting a precedent of great architecture and boosting the economy with Mid-Town Business District.

# 2019 Notice of Appraised Value

#### BEXAR APPRAISAL DISTRICT 411 N. FRIO, P.O. BOX 830248 SAN ANTONIO, TX 78283-0248

Phone: (210) 224-2432 Fax: (210) 242-2453

DATE OF NOTICE: April 1, 2019

#BWNCTVY #0312056401#

#### Account#: 120564

Ownership %: 100.00 Geo ID: 01785-010-0390 Legal: NCB 1785 BLK 10 LOT 39 AND 40 Legal Acres: 0 Situs: 1115 W KINGS HWY SAN ANTONIO, TX 78201 Owner ID: 3059495

\*\*\* THIS IS NOT A BILL \*\*\*

Property ID: 120564 - 01785-010-0390 MENDOZA MARK 1115 W KINGS HWY SAN ANTONIO, TX 78201-5229

Dear Property Owner,

We have appraised the property listed above for the tax year 2019. As of January 1, our appraisal is outlined below.

Appraisal Information					Last Year	- 2018	Pr	oposed - 2019	
Improvements	Improvements (Structures / Buildings, etc.) Market Value						168,8	340	193,670
Market Value	of Non Ag/Timb	er Land					41,0	)60	41,060
	of Ag/Timber La							0	0
Market Value	of Personal Pro	perty/Minerals						0	0
Total Market V	/alue						209,9	900	234,730
Productivity Va	alue of Ag/Timb	er Land						0	0
Appraised Val	ue						209,9	000	230,890
Homestead Ca	ap Value exclud	ing Non-Homesite Value (i.e. A	Ag, Commercial)		209,900 230,			230,890	
Exemptions	(DV - Disabled V	et; DP-Disabled Person; HS-Ho	mestead; OV65-O	ver 65)				HS	HS
2018 Exemption Amount	2018 Taxable Value	Taxing Unit	2019 Proposed Assessed Value	2019 Exempt Amour	ion	2019 Taxable Value	2018 Tax Rate	2019 Estimated Taxes	FreezeYear and Tax Ceiling
3,000 5,000 0 0 0 0 30,000	204,900 209,900 209,900 209,900 209,900 209,900	BEXAR CO RD & FLOOD SA RIVER AUTH ALAMO COM COLLEGE UNIV HEALTH SYSTEM BEXAR COUNTY CITY OF SAN ANTONIO SAN ANTONIO ISD	230,890 230,890 230,890 230,890 230,890 230,890 230,890 230,890	:	3,000 5,000 0 0 0 0 0 0 0,000	227,890 225,890 230,890 230,890 230,890 230,890 230,890 200,890	0.023668 0.018580 0.149150 0.276235 0.277429 0.558270 1.562600	53.94 41.97 344.38 637.80 640.56 1,288.99 3,139.10	

#### DO NOT PAY FROM THIS NOTICE TOTAL ESTIMATED TAX: \$6,146.74

The difference between the 2014 appraised value and the 2019 appraised value is 300.71%. This percentage information is required by Tax Code section 25.19(b-1).

The governing body of each unit decides whether or not property taxes will increase. The appraisal district only determines the value of your property. <u>"The Texas Legislature does not set the amount of your local taxes.</u> Your property tax burden is decided by your locally elected officials, and all inquiries concerning your taxes should be directed to those officials."

If you qualified your home for a 65 and older or disabled person exemption for school taxes, the school taxes on that home cannot increase as long as you own and live in that home. The tax ceiling is the amount that you pay in the year that you qualified for the 65 and older or disabled person exemption. The school taxes on your home may not go above the amount of the ceiling, unless you improve the home (other than normal repairs and maintenance). This situation may also apply to the county, junior college district, and some cities.

Included are copies of the following documents published by the Texas Comptroller of Public Accounts: (1) Property Taxpayer Remedies; and (2) notice of protest.

Deadline for filing a protest: Location of Hearings: ARB will begin hearings:

May 15, 2019 411 N FRIO ST May 28, 2019



To file a protest, complete the "Notice of Protest" form on the back of this notice by following the instructions included in the form. Mail or deliver the form to the appraisal review board at the following address no later than the deadline stated above: Bexar Appraisal Review Board

PO Box 830248

San Antonio, TX 78283-0248.

If you have any questions or need more information, please contact the appraisal district office at (210) 224-2432 or at the address shown above.

Sincerely,

Michael Amezquita Chief Appraiser



Original located at San Antonio Public Library Special Collections



**Bexar County Plat Book 105 Page 172** 



**Bexar County Plat Book 105 Page 173** 

150

Seal.

Filed for record Jan 16, 1925, at 2:55 o'clock P.M. Recorded Jan 20, 1925, at 3:30 o'clock P.M. Jack R. Burke; Co. Clk. Bex. Co. Tex. By Chas. Grossmann, Deputy.

#110444 Chas. K. Cunningham, et al.

Warranty Deed

Francisca D. Davis, et al.

W. E. Mahone, Notary Public,

in and for Bexar County, Texas

State of Texas; County of Bexar;

Know all men by these presents; that we, Chas. K. Cunningham, and wife Vera Cunningham, of Bexar County, Texas, for and in consideration of five thousand (\$5,000.00) dollars to us cash in hand paid the receipt whereof is hereby acknowledged, have granted, sold and conveyed, and by these presents do grant, sell and convey unto Francisca D. Davis, a widow and Catalina D. Hart, of Bexar County, Texas, all that certain - tract or parcel of land more particularly described as follows; to-wit; Lots Nos. thirty nine (39) and forty (40) block No. ten (10) new city block 1785, in what is known as Beacon Hill Addition situated within the corporate limits of the City of San Antonio, Bexar County, Texas. To have and to hold, the above described property together with all and singular, the rights and appurtenances thereunto in anywise belonging unto the said Francisca D. Davis, a widow, and Catalina D. Hart, their heirs and assigns forever, and we do hereby bind ourselves, our heirs executors administrators, successors or assigns, to warrant and forever defend, all and singular the said property unto the said grantees herein, their heirs, assigns and successors against the claim or claims of every person whomsoever lawfully claiming or to claim the same or any part thereof. Witness the signature of the grantors at San Antonio, Texas, on this the 15th day of January, A. D., 1925.

\$5100 rev. stamp cancelled.

Chas. K. Cunningham, Vera Cunningham.

Before me, the undersigned authority, on this day

State of Texas; County of Bexar;

personally appeared has. K. Cunningham, and wife Vera Cunningham, known to mé 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; and the said Vera Cunningham; wife of said Chas. K. Cunningham, having been examined by me privily and apart from her said husbend, and having the same by me fully explained to her, she, the said Vera Cunningham, acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it. Given under my hand and seel of office, on this the 15 day of

January, A. D., 1925.		-
Seal.		hone, Notary Public, and for Bexar County, Texas.
RBP:RK 1-15-25	- :	
Filed for record Jan 16, 1925 Recorded Jan 20, 1925, at 3:3: Jack R. Burke, Co. Clk. Bex. ( By Chas. Grossmann, Deputy.	5 o'clock P.M.	•
	มนมมิมมิมมิมมามม	
#110445 Albert Beitel, Executor	Warranty Deed	Wm. F. Schutz
State of Texas; County of Bexar;	, Know all men	by thesepresents; that I, Albert
Beitel, of Sanantonio, Bexar C	ounty, Texas, acting herein ind	ividually and as independent
executor of the estate of Mary	A. Beitel, deceased, for and	in consideration of six hundred
fifty dollars (\$650.00) to me	cash in hand paid, the receipt	whereof is hereby acknowledged,



2104455

Rec. Fee \$5.00

June <u>25</u>, 1991 Date:

Grantor: EUGENE R. STEELE

Grantor's Mailing Address (including county):

GF#91251733 JMH

1413 Taft Drive Deer Park, Harris County, Texas 77536

### Grantee: JOE B. BIRD

### Grantee's Mailing Address (including county):

1117 W. Gramercy San Antonio, Bexar County, Texas 78201

#### **Consideration:**

The sum of TEN AND NO/100THS (\$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 Grantces of their one certain Promissory Note of even date herewith in the principal sum of \$21,000.00 payable to the order of Eugene R. Steele as therein provided and bearing interest at the rates therein specified and providing for acceleration of maturity in event of default and for attorney's fees, the payment of which Note is secured by the Vendor's Lien herein retained, and is additionally secured by a Deed of Trust hereto to SHERRY D. TAVEL, Trustee, of Deer Park, Harris County, Texas, have GRANTED, SOLD AND CONVEYED, and by these presents do hereby GRANT, SELL AND CONVEY unto Grantees the following described property in Bexar County, Texas:

(Property including any improvements):

Lot Thirty-Nine (39), and Forty (40), Block Ten (10), New City Block 1785, BEACON HILL ADDITION, City of San Antonio, Bexar County, Texas, according to the map or plat thereof, recorded in Volume 105, page 172 of the Map Records of Bexar County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

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

#### 07-01-91 0620710 2830503 \$5.00 Y 01 10002



hereinabove described property.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, selis 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 hereby binds Grantor and Grantor's heirs, executors, 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 warranty.

Grantees acknowledge and agree, however, that the consideration of said property is evidenced by that certain Promissory Note of even date herewith, in the principal sum of \$21,000.00, payable to the order of EUGENE R. STEELE, as therein provided, reference being made to said note for all relevant purposes. To secure the payment of said consideration for said property evidenced by said notes, Grantor does hereby expressly retain a Vendor's Lien and Superior Title upon and against said property, until said consideration for said property evidenced by said note are fully paid according to the face, tenor, effect and reading of said Notes, whereupon this Deed shall become absolute.

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

Eugene R. Steele EUGENE R. STEELE

STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the	25 days of and a
SKERRY D. TAVEL	day of <u>fine</u> 1991 by Eugene R. Steele
Notary Public	NOTARY PUBLIC, STATE OF TEXAS
STATE OF TEXAS	NOTARY PUBLIC, STATE OF TEXAS
My Comm. Exp. DSc n. com	

**Commission Expires: PREPARED BY:** 

Mr. Joe B. Bird 1117 W. Gramercy San Antonio, Texas 78201

AFTER RECORDING RETURN TO:

SHERRY D. TAVEL Attorney at Law 2201 Center St. Deer Park, Texas 77536 (713) 476-9447

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PAGE

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GF# 97151203

# WARRANTY DEED

#### 97- 0109005

STATE OF TEXAS \$
S KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BEXAR \$

That JOE B. BIRD, hereinafter called Grantor (whether one or more), for and in consideration of the sum of TEN AND NO/100 DOLLARS and other valuable consideration to Grantor cash in hand paid by MIGUEL F. BUSTAMANTE and ROSE BUSTAMANTE, hereinafter called Grantee (whether one or more), whose mailing address is as hereinafter set forth, the receipt of which is hereby acknowledged, and for the further consideration of the assumption of and agreement to pay, by the Grantee herein, the unpaid balance due and owing on that one certain promissory note which was executed by JOE B. BIRD, payable to the order of EUGENE R. STEELE, dated June 25, 1991, in the original principal sum of \$21,000.00, and being secured by a Vendor's Lien retained in Deed of even date therewith recorded in Volume 5099, Page 682, Real Property Records of Bexar County, Texas; and by a Deed of Trust of even date therewith recorded in Volume 5099, Page 685, Real Property Records of Bexar County, Texas; has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto the above named Grantee, the following described real estate, together with all improvements thereon, situated in Bexar County, Texas, being more particularly described as follows, to-wit:

Lots 39 and 40, Block 10, New City Block 1785, Beacon Hill Addition, City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 105, Page 172, Deed and Plat Records of Bexar County, Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto the said Grantee, Grantee's successors, heirs or assigns forever. And Grantor does hereby bind Grantor, Grantor's heirs, executors, administrators, successors, and assigns TO WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantee herein, Grantee's heirs, assigns, and successors, against every person whomsoever lawfully claiming or to claim any part thereof. But it is expressly agreed that the Grantor herein expressly reserves for Grantor, Grantor's heirs and assigns, the Vendor's Lien as well as the superior title in and to the above described property until the note assumed by Grantee herein has been fully paid off and discharged, when this Deed shall become absolute.

This conveyance is made subject to any and all restrictions, easements, setback lines, covenants, conditions and reservations, of record affecting the property herein conveyed.

EXECUTED ON THE FOLLOWING DATE: JULY = JY, 1997.

JOE B. BÍRD

STATE OF TEMASNEW MEXICO

(Acknowledgment)

This instrument was acknowledged before me on the  $24^{\prime\prime\prime}$  day of  $54^{\prime\prime}$  day of  $54^{\prime\prime}$ , 19.97, by JOE B. BIRD.

expires:

1

GRANTEE'S MAILING ADDRESS: AFTER RECORDING RETURN TO GRANTEE AT: 10414 DREAMLAND SAN ANTONIO, TEXAS 78230

Notary Public, State of Texas/NEW ME

Notary's printed name: LINDA K. TURNAGE

PREPARED IN THE OFFICE OF: WEST & WEST ATTORNEYS, P.C. 8000 Vantage, Bldg. A, Ste. 2000 San Antonio, Texas 78230

017162 1105

Any provision herein which institute the sele, rented, or use of the described real property because of race is involved and unantercable under Pederal law STATE OF TEXAS, COUNTY OF SEXAR I hereby centry that this instrument was FILED in Pite Number Sequence as the delise and at the line stamped herech by me and was duly RECORDED the Officel Public Record of Real Property of Bexar County, Texas orc

AUG 06 1997

Å. Jung Rilly county, texas

Filed for Record in: BEXAR COUNTY, TX GERRY RICKHOFF, COUNTY CLERK

On Aug 04 1997

At 4:40pm

Receipt #:	55420
Recording:	3.00
Doc/Mgat":	6.00

Doc/Num : 97- 0109005

Deputy -Deborah Greiner

## **DEED OF TRUST FOR WRAPAROUND MORTGAGE**

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

That Joe Garay and wife Norma Jean Garay of Bexar County, Texas, hereinafter called Grantors (whether one or more) for the purpose of securing the indebtedness hereinafter described, and in consideration of the sum of TEN DOLLARS(\$10.00) to us in hand paid by the Trustee, J. Anthony Guajardo, hereinafter named, the receipt of which is hereby acknowledged, and for the further consideration for the uses, purposes and trusts hereinafter set forth, have granted, sold and conveyed, and by these presents do grant, sell, and convey unto J. Anthony Guajardo, Trustee, of Bexar County, Texas, and his substitutes or successors, all of the following described property situated in Bexar County, Texas, to wit:

Lots 39 and 40, Block 10, NCB 1785, Beacon Hill Addition, City of San Antonio, Bexar County, Texas according to plat thereof recorded in Volume 105, Page 172, Deed and Plat Roecords of Bexar County, Texas.

TO HAVE AND TO HOLD the above described property, together with the rights, privileges and appurtences thereto belonging unto the said Trustee, and to his substitutes or successors forever. And Grantors do hereby bind themselves, their heirs, executors, administrators and assigns to warrant and ever defend the said premises unto the said Trustee, his substitutes or successors and assigns forever, against the claim, or claims, of all persons claiming or to claim the same or any part thereof.

This conveyance, however, is made in TRUST to secure payment of one Promissory note of even date herewith in the principal sum of forty-one thousand dollars and no cents (\$41,000.00) Executed by Grantors, payable to the order of Miguel F. Bustamante In the city of San Antonio, Bexar County, Texas, as follow, to wit: bearing interest as therein stipulated, providing for acceleration of maturity and for attorney's fees;

Should Grantors do and perform all of the covenants and agreements herein contained, and make prompt payment of said indebtedness as the same shall become due and payable, then this conveyance shall become null and void and of no further force and effect, and shall be released at the expense of Grantors, by the holder thereof, hereinafter called Beneficiary.

Grantor covenant and agree as follows:

That they are lawfully seized of said property, and have the right to convey the same ; that said property is free from all liens and encumbrances, except as herein provided.

To protect the title and possession of said property and to pay when due all taxes and assessments now existing or hereafter levied or assessed upon said property including improvements hereafter made a part of the realty.

To keep the improvements on said property in good repair and condition, and not to permit any waste thereof; to keep said buildings occupied so as not to impair the insurance carried thereon.

To keep and insure all improvements now or hereafter created upon said property against loss or damage by fire and wind-storm, and any other hazard or hazards as may be reasonably required rom time to time by Beneficiary during the term of the indebtedness hereby secured, to the extent of the original amount of the indebtedness hereby secured, or to the extent of the full insurable value of said improvements, whichever is the lesser, in such Insurance Company or Companies as may be approved by Beneficiary, and to deliver to Beneficiary the policies of such insurance having attached to said policies such mortgage indemnity clause as Beneficiary shall direct; to deliver; to deliver renewals of such policies to Beneficiary may receive under any such policies may be applied by Beneficiary, at his option, to reduce the indebtedness hereby secured, whether then matured or to mature in the future, and in such manner as Beneficiary may elect, or Beneficiary may permit Grantors to use said proceeds to repair or replace all improvements damages or destroyed and covered by said policy.

That in the event Grantors shall fail to keep the improvements to the property hereby conveyed in good repair and condition, or to pay promptly when due all taxes and assessments, as foresaid, or to preserve the prior lien of this Deed of Trust on said property, or to keep the buildings and improvements insured, as foresaid, or to deliver the policy or policies, of insurance or the renewal thereof to Beneficiary, as foresaid, then Beneficiary may, at his option, but without being required to do so, make such repairs, pay such taxes and assessments, purchase any tax title thereon, remove any prior liens, and prosecute any suits in relation to the preservation of the prior lien of this Deed of Trust on said property, or insure and keep insured the improvements thereon in an amount not to exceed that above stipulated; that any sums which may be so paid out by Beneficiary and all sums paid for insurance premiums, as foresaid, including the costs, expenses and attorney's fees paid in any suit affecting said property when necessary to protect the lien hereof shall bear interest from dates of such payments at the rate stated in said note and shall be paid by Grantors to Beneficiary upon demand, at the same place at which said note is payable, and shall be deemed a part of the debt hereby secured and recoverable as such in all respects.

That in the event of default payment of any installment, principal or interest, of the note hereby secured, in accordance with the terms thereof, or of a breach of any of the covenants herein contained to be performed by Grantors, then and in any of such events Beneficiary may elect, Grantors hereby expressly waiving presentment and demand for payment, to declare the entire principal indebtedness hereby secured with all interest accrued thereon and all other sums hereby secured immediately due and payable, and in the event of default in the payment of said indebtedness when due or declare due, it shall thereupon, or at any time thereafter, be the duty of the Trustee, or his successor or substitute as hereinafter provided, at the request of Beneficiary(which request is hereby conclusively presumed), to enforce this trust; and after advertising the time, place and terms of the sale of the above described and conveyed property, then subject to the lien hereof, at public auction in accordance with such notices on the first Tuesday in any month between the hours of ten o'clock a.m. and four o'clock p.m., to the highest bidder for cash, selling all of the property as an entirety or in such parcels as the Trustee acting may elect, and make due conveyance to the purchaser or Purchasers, with general warranty binding Grantors, their heirs and assigns; and out of the money arising from such sale, the Trustee acting shall pay first, all of the expenses of advertising the sale and making the conveyance, including a commission of five percent (5%) to himself, which commission shall be due and owing in addition to the Attorney's fees provided for in said note, and then to Beneficiary the full amount of principal, interest, Attorney's fees and other charges due and unpaid on said note and all other indebtedness secured hereby, rendering the balance of the sales price, if any, to Grantors, their heirs or assigns; and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against Grantors, their heirs and assigns.

It is agreed that in the event a foreclosure hereunder should be commenced by the Trustee, or his substitute or successor, Beneficiary may at any time before the sale of said property direct the said Trustee to abandon the sale, and may then institute suit for the collection of said note, and for the foreclosure of this Deed of Trust lien; it is further agreed that if Beneficiary should institute a suit for the collection thereof, and for a foreclosure of this Deed of Trust lien, that he may at any time before the entry of a final judgment in said suit dismiss the same, and require the Trustee, his substitute or successor to sell the property in accordance with the provisions of this Deed of Trust.

# Beneficiary, if he is the highest bidder, shall have the right to purchase at any sale of the property, and to have the amount for which such property is sold credited on the debt then owing.

Beneficiary in any event is hereby authorized to appoint a substitute Trustee, to act instead of the Trustee named herein without other formality than the designation on writing of a substitute or successor trustee; and the authority hereby conferred shall extend to the appointment of other successor and substitute trustees successively until the indebtedness hereby secured has been paid in full, or until said property is sold hereunder, and each substitute and successor trustee shall succeed to all of the rights and powers of the original trustee named herein.

In the event any sale is made of the above described property, or any portion thereof, under the terms of this Deed of Trust, Grantors, their heirs and assigns, shall forthwith upon the making of such a sale surrender and deliver possession of the property so sold to the purchaser at such sale, and in the event of their failure to do so they shall thereupon from and after the making of such sale be and continue as tenants at will of such purchaser, and in the event of their failure to surrender possession of said property upon demand, the purchaser, his heirs or assigns, shall be entitled to institute and maintain an action for forcible detainer of said property in the Justice of the Peace Court in the Justice Precinct in which such property, or any part thereof, is situated. It is further agreed that if Grantors, their heirs or assigns, while the owner of the hereinabove described property, should commit an act of bankruptcy, or authorize the filing of a voluntary petition in bankruptcy, or should an act of bankruptcy be committed and involuntary proceedings instituted or threatened, or should the property hereinabove described be taken over by a Receiver for Grantors, their heirs or assigns, the note hereinabove described shall, at the option of Beneficiary, immediately become due and payable, and the acting Trustee may then proceed to sell the same under the provisions of the Deed of Trust.

As further security for the payment of the hereinabove described indebtedness, Grantors hereby transfer, assign, and convey onto Beneficiary all rents issuing or to hereafter issue from said real property, and in the event of any default in the payment of said note or hereunder, Beneficiary, his agent or representative, is hereby authorized, at his option, to collect said rents, or if such property is vacant to rent the same and collect the rents, and apply the same, less the reasonable cost and expenses of collection thereof, to the payment of said indebtedness, whether then matured or to mature in the future, and in such manner as Beneficiary may elect.

The collection of said rents by Beneficiary shall not constitute a waiver of his right to accelerate the maturity of said indebtedness nor of his right to proceed with the enforcement of this Deed of Trust.

It is agreed that an exemption or extension, may be made at the time of payment of all, or any part, of the indebtedness secured hereby, and that any part of the above described real property may be released lien without altering or affecting the priority of the lien created by this Deed of Trust in favor of any junior encumbrancer, mortgagee or purchaser, or any persons acquiring an interest in the property hereby conveyed, or any part thereof; it being the intention of the parties hereto to preserve this lien on the property herein described and all improvements thereon, and that may be hereafter constructed thereon, first and superior to any liens that may be placed or thereon, or that may be fixed, given or imposed by law thereon after the execution of this instrument, not withstanding any such extension of the time of payment, or the release of a portion of said property from this lien.

In the event any portion of the said indebtedness hereinabove describes cannot be lawfully secured by this Deed of Trust lien on said real property, it is agreed that the first payments made on said indebtedness shall be applied to the discharge of that portion of said indebtedness.

Beneficiary shall be entitled to receive any and all sums which may become payable to Grantors for the condemnation of the hereinabove described real property, or any part thereof, or public or quasi-public use, or by virtue of private sale in lieu thereof, and any sums which may be awarded or become payable to Grantors for damages caused by public works or construction on or near the said property. All such sums are hereby assigned to Beneficiary, who may, after deducting therefrom all expenses actually incurred, including attorney's fees, release same to Grantors or apply the same to the reduction indebtedness hereby secured, whether then matured or to mature in the future, or on any money obligation hereunder, as and in such manner as Beneficiary may elect. Beneficiary shall not be, in any event, or circumstances, liable or responsible for failure to collect, or exercise diligence in the collection of, any such sums.

It is stipulated and agreed that the lien created by this instrument is secondary and inferior to the lien securing the unpaid balance of that certain \$41,000.00 indebtedness described in and secured by a Deed of Trust of record in Volume\_\_\_\_\_, pages\_\_\_\_\_\_of the Deed of Trust records of Bexar County, Texas, which indebtedness the Grantors herein have not assumed, but which the Beneficiary herein is obligated to pay as and when due, and as provided in the hereinbefore mentioned Deed, and in the event said Beneficiary fails to pay when due any installment or installments falling due thereon, then, so long as Grantors herein are not in default in the payment of the \$40,300.00 Note hereby secured, or in default on the performance of the covenants of this Deed of Trust, Grantors herein shall have the right to pay any such delinquent installment or installments and receive credit upon the \$41,000.00 Note hereby secured for all sums so paid, and in such manner as Grantors may direct, as of the date of such payment.

Nothing herein or in said note contained shall ever entitle Beneficiary, upon the rising of any contingency, whatsoever, to receive or collect interest in excess of the highest rate allowed by the State of Texas on the principal indebtedness hereby secured or on any money obligation hereunder and in no event shall Grantor be obligated to pay interest thereon in excess of such rate.

If this Deed of Trust is executed by only one person or by a corporation the plural reference to Grantors shall be held to include the singular, and all of the covenants and agreements herein undertaken to be performed by and the rights conferred upon the respective Grantor named herein, shall be binding upon and inure to the benefit of not only said parties respectively but also their respective heirs, Executor, Administrators, Grantees, Successors and Assigns.

In the event the Beneficiary in this Deed of Trust should fail to make when due any deposit to the tax and insurance reserve fund provided for under the provisions of the Deed of Trust securing the payment of said \$41,000.00 Note, the so long as Grantors herein are not in default in the payment of the \$41,000.00 Note hereby secured, or in the performance of the covenants of this Deed of Trust, said Grantors shall have the right to make such delinquent deposit or deposits and receive credit therefor upon the tax and insurance reserve fund provided for in this Deed of Trust, in such manner as Grantors herein may direct, as of the date of such deposit.

Grantors expressly represent that this Deed of Trust and the note hereby secured are given for the following purpose, to wit:

Joe Garay Norma Jean Garay

EXECUTED this 6 day of Fels <u>,</u> 199**7**.

#### **ACKNOWLEDGEMENT**

STATE OF TEXAS COUNTY OF BEXAR

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This instrument was acknowledged before me on the <u>b</u> day of <u>4</u> 1997, by Joe Garay and wife Norma Jean Garay.



Notary Public, State of Texas My Commission Expires: Any provision Dartin which restricts the sale, rental, or use of the described real property because of rect to knowld and unantarcable under Federal law STATE OF TEXES, COUNTY OF REXA-Thereby online to the institution was FIL-10 in File Number Sequence on the date and all the time stamped boron by mound was duly RECORDED a the Officel Public Record of Field Property of Dexer County, Texae on:

### FEB 181998

Juny Rilly COUNTY CLERK BEXAR COUNTY, TEXAS

Filed for Record in: BEXAR COUNTY, TX GERRY RICKHOFF, COUNTY CLERK On Feb 17 1998

# At 10:37am

Receipt # Recording Doc/Mgmt	:		103032 13.00 6.00
Doc/Num	:	98-	0022735

Deputy -Suzanne Ybarra

#### **RECORDER'S MEMORANDUM**

AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARSON OR PHOTO COPY, DISCOLORED PAPER, ETC. . .

. . -

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

#### GENERAL WARRANTY DEED WITH VENDOR'S LIEN

Date: October 2, 2015

Grantor:	MIGUEL F. BUSTAMANTE
Grantor's M	ailing Address: 10414 Dreamland Dr., San Antonio, TY 78230
Grantee:	LA BELLEZZA, LLC, a Texas limited liability company
Grantee's Ma	ailing Address: Why Tower Dr., Austin, TV 78703

#### Consideration:

Cash and a note of even date executed by Grantee and payable to the order of BAY MOUNTAIN FUND I LLLC in the principal amount of \$148,300.00. The note is secured by a first and superior vendor's lien and superior title retained in this deed in favor of BAY MOUNTAIN FUND I LLLC and by a first-lien deed of trust of even date from Grantee to Bruce Wayne Corley, trustee.

#### Property (including any improvements):

Lots 39 and 40, Block 10, New City Block 1785, Beacon Hill Addition, City of San Antonio, Bexar County, Texas according to plat thereof recorded in Volume 105, Page 172, Deed and Plat Records of Bexar County, Texas

#### **Reservations from Conveyance:**

None

#### **Exceptions to Conveyance and Warranty:**

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2015, which Grantee assumes and agrees to pay, and subsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes. Grantor, for the Consideration and subject to the Reservations from Conveyance and the 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 way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

The Contract between Grantor as the Seller and Grantee as the Buyer, if any, may contain limitations as to warranty or other agreed matters; to the extent that such Contract provides for limitations or other agreed matters that will survive the closing and this conveyance, then such limitations or other agreed matters are hereby deemed incorporated by reference. The warranty of title contained in this Deed is hereby expressly excluded from the limitations or other agreed matters referenced in this paragraph.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute. BAY MOUNTAIN FUND I LLLC, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the Property that is evidenced by the note. The first and superior vendor's lien against and superior title to the Property are retained for the benefit of BAY MOUNTAIN FUND I LLLC and are transferred to BAY MOUNTAIN FUND I LLLC without recourse against Grantor.

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

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STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on October 2, 2015, by MIGUEL F. BUSTAMANTE.



Notary Public, State of Texas

Page 2

Doc# 20150191552 # Pages 3 10/05/2015 12:53PM e-Filed & e-Recorded in the Official Public Records of BEXAR COUNTY GERARD C. RICKHOFF COUNTY CLERK Fees \$30.00

STATE OF TEXAS COUNTY OF BEXAR This is to Certify that this document was e-FILED and e-RECORDED in the Official Public Records of Bexar County, Texas on this date and time stamped thereon. 10/05/2015 12:53PM COUNTY CLERK, BEXAR COUNTY TEXAS

Serry Russoff

#### WARRANTY DEED WITH VENDOR'S LIEN

MENDOZA Loan Number: 730157038 MIN:1001109-0000661144-2 GF#17015598-50514

ITC - Stone Oak

#### NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

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THE STATE OF TEXAS

COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS:

THAT LA BELLEZZA, LLC, A TEXAS LIMITED LIABILITY COMPANY , hereinafter called "Grantor" (whether one or more), for and in consideration of the sum of TEN Dollars (\$10.00) and other good and valuable consideration to Grantor paid by MARK MENDOZA, A MARRIED PERSON, hereinafter called "Grantee" (whether one or more), the receipt of which is hereby acknowledged and confessed, and the further consideration of the execution and delivery by said Grantee of one certain p romissory note(s) hereinafter called "Note", in the principal sum of \$223,250.00, of even date herewith, payable to the order of AmCap Mortgage, Ltd. DBA Gold Financial Services, hereinafter called "Mortgagee", bearing interest at the rate therein provided; said Note containing the usual reasonable attorney's fee clause and various acceleration of maturity clauses in case of default, and being secured by Vendor's Lien and superior title retained herein in favor of said Mortgagee, and being also secured by a Deed of Trust of even date herewith from Grantee to RICHARD A. RAMIREZ, Trustee; and

WHEREAS, Mortgagee has, at the special instance and request of Grantee, paid to Grantor a portion of the purchase price of the property hereinafter described, as included in the above-described Note, said Vendor's Lien against said property securing the payment of said Note is hereby assigned, transferred and delivered to Mortgagee, Grantor hereby conveying to said Mortgagee the said superior title to said property, subrogating said Mortgagee to all the rights and remedies of Grantor in the premises by virtue of said liens; and

Grantor has GRANTED, SOLD, and CONVEYED, and by these presents does GRANT, SELL, and CONVEY unto said Grantee, the following described property, to-wit: LOT(S) 39 AND 40, BLOCK 10, NEW CITY BLOCK 1785, BEACON HILL ADDITION, SITUATED IN THE CITY OF SAN ANTONIO, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN VOLUME 105, PAGE 172, DEED AND PLAT RECORDS, BEXAR

TO HAVE AND TO HOLD the above-described premises, together with all and singular, the rights and appurtenances thereunto in anywise belonging unto said Grantee, his heirs and assigns, forever. And Grantor does hereby bind himself, his heirs, executors, and administrators, to warrant and forever defend all and singular the said premises unto 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 their payment is assumed by Grantee.

This conveyance is made subject to any and all valid and subsisting restrictions, easements, rights of way, reservations, maintenance charges together with any lien securing said maintenance charges, zoning

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**COUNTY, TEXAS** 

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laws, ordinances of municipal and/or other governmental authorities, conditions and covenants, if any, applicable to and enforceable against the above-described property as shown by the records of the County Clerk of said County.

The use of any pronoun herein to refer to Grantor or Grantee shall be deemed a proper reference even though Grantor and/or Grantee may be an individual (either male or female), a corporation, a partnership or a group of two or more individuals, corporations and/or partnerships, and when this Deed is executed by or to a corporation, or trustee, the words "heirs, executors, and administrators" or "heirs and assigns" shall, with respect to such corporation or trustee, be construed to mean "successors and assigns".

It is expressly agreed that the Vendor's Lien is retained in favor of the payee of said Note against the above-described property, premises, and improvements, until said Note and all interest thereon shall have been fully paid according to the terms thereof, when this deed shall become absolute.

#### EXECUTED this 6th day of APRIL, 2017.

LA BELLEZZA, LLC, A TEXAS LIMITED LIABILITY COMPANY

Βу Name: Title: BIXA STATE OF COUNTY OF This instrument was acknowledged before me on this yul by MAD. of LA BELLEZZA, LLC, A TEXAS LIMITED LIABILITY COMPANY, on behalf-of said entity. **GRANTEE'S ADDRESS:** 1115 WEST KINGS HIGHWAY KERI YURETICH SAN ANTONIO, TEXAS 78201 My Notary ID # 11228469 Expires May 26, 2018

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Doc# 20170065649 # Pages 3 04/07/2017 4:13PM e-Filed & e-Recorded in the Official Public Records of BEXAR COUNTY GERARD C. RICKHOFF COUNTY CLERK Fees \$30.00

STATE OF TEXAS COUNTY OF BEXAR This is to Certify that this document was e-FILED and e-RECORDED in the Official Public Records of Bexar County, Texas on this date and time stamped thereon. 04/07/2017 4:13PM COUNTY CLERK, BEXAR COUNTY TEXAS



#### Jessica L. Anderson (OHP)

From:Mark SpielmanSent:Thursday, September 19, 2019 7:51 PMTo:Jessica L. Anderson (OHP)Subject:[EXTERNAL] Re: Owner-initiated Application for Landmark Designation in D1/Beacon<br/>Hill NCD-5: 1115 W Kings Hwy

We support this designation.

Sent from my iPhone

On Sep 9, 2019, at 4:29 PM, Jessica L. Anderson (OHP) < Jessica.Anderson@sanantonio.gov > wrote:

Good afternoon.

The Office of Historic Preservation received an owner-initiated application for landmark designation of the structure at 1115 W Kings Hwy in the Beacon Hill neighborhood conservation district (NCD-5) of District 1; see attached photo. The case for designation will be reviewed by the Historic and Design Review Commission (HDRC) on Wednesday, October 2, no earlier than 4:30 PM at 1901 S Alamo.

If you'd like to provide a letter to include in the case file for this owner-initiated designation, please do so by Thursday, September 26. You can email it to me or drop off your letter to the OHP counter at 1901 S Alamo.

Thanks! Jessica

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Jessica L. Anderson, M.S.H.P. Historic Preservation Specialist | ScoutSA | City of San Antonio Office of Historic Preservation jessica@sapreservation.com | (210) 207-7984

sapreservation.com

<1115 W Kings Hwy Front.jpg>