HISTORIC AND DESIGN REVIEW COMMISSION May 5. 2021

HDRC CASE NO: 2021-128

ADDRESS: 10314 DREAMLAND

LEGAL DESCRIPTION: NCB 11668 BLK LOT 21 & 22

ZONING: R-: CITY COUNCIL DIST.: 9

APPLICANT: Cari Holbrook **OWNER:** Cari Holbrook

TYPE OF WORK: Historic landmark designation

CASE MANAGER: Jessica Anderson

REQUEST:

The applicant is requesting a finding of historic significance for the property located at 10314 Dreamland Dr.

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 heretofore designated 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.
 - 3. Its identification with a person or persons who significantly contributed to the development of the community, county, state, or nation;
 - 4. Its identification as the work of a master builder, designer, architect, or landscape architect whose individual work has influenced the development of the community, county, state, or nation;
 - 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;
 - 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:

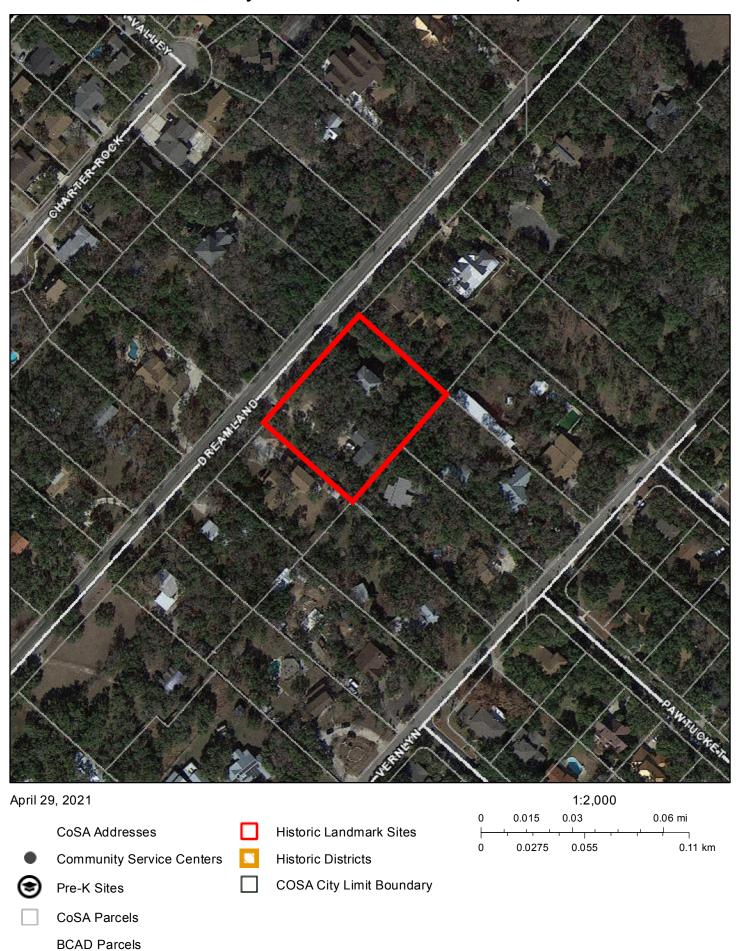
- a. The request for landmark designation was initiated by the property owner.
- b. HISTORIC CONTEXT: The property at 10314 Dreamland Drive has two primary structures: a two-story vernacular stone- and asbestos shingle-clad residence built c. 1932 by the Spencer-Sauer Lumber Co. with a second-story Minimal Traditional-style addition completed by 1955, and a single-story minimal traditional home built in 2014 by Helmke + Associates for Jared and Cari (Morrison) Holbrook. It is located in the Vance Jackson neighborhood of City Council District 9. Cari Holbrook currently owns the property. In July 1931, Emma Carver purchased 30 acres of land from her son and daughter-in-law, Duke Sr and Stella Carver. Emma replatted the property and filed it with the county in 1932. That same year, Spencer-Sauer Lumber entered deeds of trust for a number of tracts from Carver, including the two that comprise the subject property. In 1933, Spencer-Sauer sold the property, including the stone and stucco vernacular house, to Anderson, and then Anderson immediately sold to Olive MacLeod. MacLeod retained the property until 1938, when she sold it to Howard E. and Twyla Spears. The Spears Family was the longest owner of the stone house at 10314 Dreamland Dr and are responsible for the second story addition and alterations to the c. 1932 stone house. In August 2001, Howard T. Spears sold the property to Jared and Cari (Morrison) Holbrook. In 2014, the Holbrooks contracted Mike Helmke + Associates to build the single-story minimal traditional house on the property. The c. 1932 house contributes to a collection of stone-clad structures along Dreamland Dr, many of which were built by the Spencer-Sauer Lumber Company.
- c. SITE CONTEXT: 10314 Dreamland Dr is located on a large, heavily wooded double-lot, on the southwest side of a neighborhood bordered to the west by Vance Jackson Rd and the east by a railroad line. The subject property is located roughly at the center of the south side of Dreamland Dr, with a stucco-clad privacy wall along the road and gates at the driveways to each house. The driveway to the c. 1932 house is grass and lined by low stone walls. Driveways and sidewalks on the property are concrete, with some clad in stone. Both structures sit far from the right of way. There is a round stone well near the north corner of the property.
- d. ARCHITECTURAL DESCRIPTION: he c. 1932 house has a concrete slab foundation and a hipped composition shingle roof with stone cladding on the first story and asbestos shingle cladding on the second story. The east corner of the structure has a two-story stairwell enclosed by masonry units. There are stone chimneys on the northwest and northeast sides of the house. Windows are either one-over-one wood sash or metal casement; there is a sliding door at the south end of the northeast elevation. The south corner of the property has metal column. The 2014 house has a concrete slab foundation and a roof with multiple intersecting planes of composition shingle roof: two end-gabled wings meet at the east corner of the house under a shed roof. The southwest elevation of the northernmost wing has stone cladding at the corners and a stone-clad chimney. The southwest elevation of the south wing has a divided double garage. The bulk of the house is clad in composition siding. There is a low

- stacked rock wall along the east edge of the property. Character-defining features include stone cladding (where present), one-over-one wood windows (where present), metal casement windows (where present), the stone well near the north corner of the property, and the low stone walls along the driveway to the c. 1932 house.
- 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):
 - 3. Its identification with a person or persons who significantly contributed to the development of the community, county, state, or nation; 10314 Dreamland Dr was home to the Spears Family, multigenerational residents of the home and multigenerational employees of the San Antonio *Light*.
 - 4. Its identification as the work of a master builder, designer, architect, or landscape architect whose individual work has influenced the development of the community, county, state, or nation; the vernacular stone house was built by Spencer-Sauer Lumber Company, who worked with landowner Emma Carver to build improvements on and sell multiple properties along Dreamland Dr.
 - 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; the house is an example of a stone-clad vernacular residence with a Minimal Traditional-style second-story addition.
 - 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 property contributes to a collection of stone homes built in the 1930s along Dreamland Dr.
- 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 10314 Dreamland Dr to the Zoning Commission and to the City Council based on findings a through e.

City of San Antonio One Stop



Bexar CAD

Property Search Results > 488779 HOLBROOK CARI for Year 2021

Tax Year: 2021

Property

Account

Property ID: 488779

Legal Description: NCB 11668 BLK LOT 21 & 22

Geographic ID: 11668-001-0221 Zoning: R-5

Type: Real Property Use Code: 001

Property Use Description: Single Family

Protest

Protest Status: Informal Date: Formal Date:

Location

Address: 10314 DREAMLAND DR

MLAND DR Mapsco:

549E5

Neighborhood: DREAMLAND OAKS #2

Neighborhood CD: 98059

E-File Eligible

Map ID:

Agent Code:

Owner

Name: Mailing Address:

(+) Land Homesite Value:

HOLBROOK CARI 10314 DREAMLAND DR Owner ID:

3253577

CAN ANTONIO TV 7022

SAN ANTONIO, TX 78230

SAN ANTONIO, TX 78230

% Ownership:

100.0000000000%

Exemptions: HS

\$189,720

Values

(+) Improvement Homesite Value: + \$226,120

(+) Improvement Non-Homesite Value: + \$0

(+) Land Non-Homesite Value: + \$0 Ag / Timber Use Value

(+) Agricultural Market Valuation: + \$0 \$0

(+) Timber Market Valuation: + \$0 \$0

(=) Market Value: = \$415,840

(–) Ag or Timber Use Value Reduction: – \$0

(=) Appraised Value: = \$415,840

(–) HS Cap: – \$19,840

• •

(=) Assessed Value: = \$396,000

Taxing Jurisdiction

Owner: HOLBROOK CARI % Ownership: 100.0000000000%

Total Value: \$415,840

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax	
06	BEXAR CO RD & FLOOD	0.023668	\$415,840	\$393,000	\$93.01	
08	SA RIVER AUTH	0.018580	\$415,840	\$391,000	\$72.65	
09	ALAMO COM COLLEGE	0.149150	\$415,840	\$396,000	\$590.63	
10	UNIV HEALTH SYSTEM	0.276235	\$415,840	\$396,000	\$1,093.89	
11	BEXAR COUNTY	0.277429	\$415,840	\$396,000	\$1,098.62	
21	CITY OF SAN ANTONIO	0.558270	\$415,840	\$391,000	\$2,182.84	
55	NORTH EAST ISD	1.268400	\$415,840	\$371,000	\$4,705.76	
CAD	BEXAR APPRAISAL DISTRICT	0.000000	\$415,840	\$396,000	\$0.00	
	Total Tax Rate:	2.571732				
				Taxes w/Current Exemptions:	\$9,837.40	
				Taxes w/o Exemptions:	\$10,694.29	

Improvement / Building

Impro #1:	vement	Residential	State Code:	A1	Living Area:	2646.0	sqft	Value:	\$109,770
	Туре	Descriptio	n	Clas CD	S E	exterior Wall	Year Buil	> (QFT .
	LA Living Area		A - B	A - BW			5 13	23.0	
	PAC	Terrace wit	th cover	A - NO			1936	5 11	7.0
	PA Terrace (patio slab)		A - N	A - NO			5 77	6.0	
	LA2	Living Area	2nd Level	A - B	sw.		1936	5 13	23.0
Impro #2:	vement	Residential	State Code:	A1	Living Area:	1081.0	sqft	Value:	\$116,350
	Туре	Description	on	Class CD	S Ex	cterior Wall	Year Built	\(() FT
	LA	Living Are	a	A - S	5		2016	5 10	81.0
	AG	Attached	Garage	A - S	5		2016	5 50	0.0

Land

#	Туре	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value	
1	RES	R/1 Family not Farm Single	1.2200	53143.20	0.00	0.00	\$189,720		\$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2021	\$226,120	\$189,720	0	415,840	\$19,840	\$396,000
2020	\$186,220	\$173,780	0	360,000	\$0	\$360,000
2019	\$209,530	\$136,470	0	346,000	\$0	\$346,000
2018	\$252,760	\$63,240	0	316,000	\$0	\$316,000
2017	\$317,070	\$63,240	0	380,310	\$0	\$380,310

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Туре	Description	Grantor	Grantee	Volume	Page	Deed Number
1	8/19/2020	Deed	Deed	MORRISON CARI &	HOLBROOK CARI			20200192367
2	8/6/2001	Deed	Deed		MORRISON, CARI &	9009	1231	0

2021 data current as of Apr 29 2021 1:23AM.
2020 and prior year data current as of Apr 2 2021 6:53AM
For property information, contact (210) 242-2432 or (210) 224-8511 or email.

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

Website version: 1.2.2.33

Database last updated on: 4/29/2021 1:23 AM

© N. Harris Computer Corporation



Statement of Significance

Property Address: 10314 Dreamland Dr

1. Application Details

Applicant: Cari Holbrook

Type: Application for Historic Landmark Designation

Date Received: 16 March 2021

2. Findings

The property at 10314 Dreamland Drive has two primary structures: a two-story vernacular stone- and asbestos shingle-clad residence built c. 1932 by the Spencer-Sauer Lumber Co. with a second-story Minimal Traditional-style addition completed by 1955, and a single-story minimal traditional home built in 2014¹ by Helmke + Associates for Jared and Cari (Morrison) Holbrook. It is located in the Vance Jackson neighborhood of City Council District 9. Cari Holbrook currently owns the property.

In July 1931, Emma Carver purchased 30 acres of land from her son and daughter-in-law, Duke Sr and Stella Carver.³ Emma replatted the property and filed it with the county in 1932.⁴ That same year, Spencer-Sauer Lumber entered deeds of trust for a number of tracts from Carver, including the two that comprise the subject property.⁵ In 1933, Spencer-Sauer sold the property, including the stone and stucco vernacular house, to Anderson, ⁶ and then Anderson immediately sold to Olive MacLeod.⁷ MacLeod retained the property until 1938, when she sold it to Howard E. and Twyla Spears; ⁸ the Spears Family was the longest owner of the stone house at 10314 Dreamland Dr.

Howard E. Spears retired from the San Antonio *Light* in 1970 after 48 years of service. He began as an apprentice in 1922, training as a stereotypist under two uncles who worked in the production department. After his son Howard T. Spears graduated high school, he, too, joined the family tradition of working in the production department for the *Light*. According to the applicant, the elder Howard conducted Sunday school classes known as the Spearwood Sunday School out of the family home at 10314 Dreamland Dr. Doug

¹ Bexar County Appraisal District (web site), 10314 Dreamland Drive. Accessed 14 April 2021.

² Bexar County Clerk (web site). Contract for Improvements with Deed of Trust and Power of Sale: Jared Holbrook, Cari Morrison, Frost Bank, and Mike Helmke + Associates, LLC. 9 July 2014, book 16797, p. 1751.

³ Bexar County Clerk (web site). Warranty Deed: Duke Carver et al to Emma Carver, 16 July 1931, Document No. 370196.

⁴ Bexar County Clerk (web site). A Subdivision of Tracts 5, 6 & 7 in County Block 5691..., Bexar County Plat Book, vol. 980, p. 316.

⁵ Bexar County Clerk (web site). Deed of Trust: Emma Carver to Raymond Edwards, Trustee, Spencer-Sauer Lumber Co, 10 August 1932, Document No. 400312.

⁶ Bexar County Clerk (web site). Warranty Deed and Vendor's Lien: Spencer-Sauer Lumber Company to Douglas Anderson, 13 December 1933, Document No. 23436.

⁷ Bexar County Clerk (web site). Warranty Deed: Douglas Anderson to Olive MacLeod, 13 December 1933, Document No. 23437.

⁸ Bexar County Clerk (web site). Warranty Deed V/L: Olive MacLeod to Howard E. Spears, et al, 8 January 1938, Document No. 145079.

⁹ "Veteran of Light Retires." Ssn Antonio *Light*, Friday, 2 October 1970, p. 28.



Spears, son of Howard T. Spears and who lives next door to the subject property, provided a photo to the applicant of one of the Sunday school meetings and shared that the school ran from 1941 to 1960. 10

An undated photo provided by the applicant shows the original single-story structure with a stone-clad skirt and chimney and with stone-clad columns and porch at the north corner of the property. The sole chimney appears on the northwest elevation. ¹¹ According to the applicant, a second story was added to the stone home to create a mother-in-law suite for Clara Spears. ¹² The chimney on the northwest elevation as well as stone cladding over what was previously stucco were likely added as part of this addition, as illustrated by the historic photo provided of the house before the addition. Clara was granddaughter of Alsatian immigrants who were among the first families to settle Castroville. ¹³ Clarence Spears, Clara's husband and Howard E.'s father, died in 1941, ¹⁴ dating the second story addition to between 1941 and 1955, when the current hipped roof is visible on historic aerial photos. ¹⁵

In August 2001, Howard T. Spears sold the property to Jared and Cari (Morrison) Holbrook. ¹⁶ In 2014, the Holbrooks contracted Mike Helmke + Associates to build the single-story minimal traditional house on the property. ¹⁷ The Holbrooks divorced in 2020, and Cari became and remains the sole property owner. ¹⁸

In addition to the two primary structures on the property, there is a stone well near the north corner of the parcel, and a concrete pad in front of the 2014 house with inscriptions by the Spears Family. One inscription is dated April 24, 1947; another includes a footprint the owner reports was left by one of the Spears children. The low rock wall surrounding the property is a modern addition by the property owner. ¹⁹ The stone wall along what used to be the driveway (now grass) leading to the historic house appears to be of historic age and is likely part of the 1932 construction. The property is enclosed on the northwest side by a stucco-clad privacy wall with gates monogrammed "H," indicating they were added by the current owner.

The house contributes to a collection of stone-clad structures along Dreamland Dr, many of which were built by the Spencer-Sauer Lumber Company. ²⁰ Staff has included photos of other stone homes near the subject property at the end of this report.

¹⁰ Statement of significance provided by Cari Holbrook, submitted 16 February 2021.

¹¹ Application for Landmark Designation submitted by Cari Holbrook, 16 March 2021.

¹² OHP staff site visit, 13 April 2021.

¹³ Find A Grave (web site). Clara M. Strohmeyer Spears (1875-1965). Accessed 16 March 2021. Findagrave.com.

¹⁴ Announcements—Deaths: Spears—Clarence Eugene. San Antonio *Express*, Friday morning, 20 May 1941, p. A-5.

¹⁵ Historic Aerials (web site). 10314 Dreamland Dr, San Antonio, Texas. Accessed 28 April 2021. Historicaerials.com.

¹⁶ Bexar County Clerk (web site). General Warranty Deed: Howard Truman Spears to Jared Holbrook and Cari Morrison, 6 August 2001, Deed book vol. 9009, p. 1231.

¹⁷ Bexar County Clerk (web site). Contract for Improvements with Deed of Trust and Power of Sale: Jared Holbrook, Cari Morrison, Frost Bank, and Mike Helmke + Associates, LLC. 9 July 2014, book 16797, p. 1751.

¹⁸ Bexar County Clerk (web site). Owelty of Partition Deed: Jared Holbrook to Cari Holbrook f.k.a. Cari Morrison, 19 August 2020, Document No. 20200192367.

¹⁹ OHP staff site visit, 13 April 2021.

²⁰ Bexar County Clerk (web site). Deed of Trust: Emma Carver to Raymond Edwards, Trustee, Spencer-Sauer Lumber Co, 10 August 1932, Document No. 400312.



3. Architectural Description

The property at 10314 Dreamland Drive has two primary structures: a two-story vernacular stone- and asbestos shingle-clad residence built c. 1932 with a second-story Minimal Traditional-style addition completed by 1955, and a single-story minimal traditional home built c. 2014. It is located on a large, heavily wooded double-lot, on the southwest side of a neighborhood bordered to the west by Vance Jackson Rd and the east by a railroad line. The subject property is located roughly at the center of the south side of Dreamland Dr, with a stucco-clad privacy wall along the road and gates at the driveways to each house. The driveway to the c. 1932 house is grass and lined by low stone walls. Driveways and sidewalks on the property are concrete, with some clad in stone. Both structures sit far from the right of way. There is a round stone well near the north corner of the property.

The c. 1932 house has a concrete slab foundation and a hipped composition shingle roof with stone cladding on the first story and asbestos shingle cladding on the second story. The east corner of the structure has a two-story stairwell enclosed by masonry units. There are stone chimneys on the northwest and northeast sides of the house. Windows are either one-over-one wood sash or metal casement; there is a sliding door at the south end of the northeast elevation. The south corner of the property has metal column.

The 2014 house has a concrete slab foundation and a roof with multiple intersecting planes of composition shingle roof: two end-gabled wings meet at the east corner of the house under a shed roof. The southwest elevation of the northernmost wing has stone cladding at the corners and a stone-clad chimney. The southwest elevation of the south wing has a divided double garage. The bulk of the house is clad in composition siding. There is a low stacked rock wall along the east edge of the property.

Character-defining features of the c. 1932 residence at 10314 Dreamland Dr include:

- Stone cladding (where present)
- One-over-one wood windows (where present)
- Metal casement windows (where present)
- Stone well near north corner of the property
- Low stone walls along the driveway to the c. 1932 house

4. Landmark Criteria

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

- 3: Its identification with a person or persons who significantly contributed to the development of the community, county, state, or nation; 10314 Dreamland Dr was home to the Spears Family, multigenerational residents of the home and multigenerational employees of the San Antonio Light.
- 4: Its identification as the work of a master builder, designer, architect, or landscape architect whose individual work has influenced the development of the community, county, state, or nation; the vernacular stone house was built by Spencer-Sauer Lumber Company, who worked with landowner Emma Carver to build improvements on and sell multiple properties along Dreamland Dr.
- 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; the house is an example of a stone-clad vernacular residence with a Minimal Traditional-style second-story addition.
- 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 property contributes to a collection of stone homes built in the 1930s along Dreamland Dr.

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 10314 Dreamland Dr meets this threshold. Therefore, staff recommends a finding of historic significance for the property at 10314 Dreamland Dr. Further research may reveal additional significance associated with this property.

While not required by the Unified Development Code, this document has been prepared by OHP staff that meet the Secretary of the Interior's professional qualification standards for Architectural History as defined in 36 CFR Part 61.



Both primary structures at 10314 Dreamland Dr.





Northwest (primary) elevation of the c. 1932 house.



Northwest (primary) elevation shown in undated photo provided by applicant.

1901 S. ALAMO ST, SAN ANTONIO, TEXAS 78204





North corner, showing the northwest and northeast elevations and the stone wall along the driveway.



Northeast elevation.





South corner of the c. 1932 house, showing the southwest and southeast elevations.



Low stone wall along the driveway to the c. 1932 house.



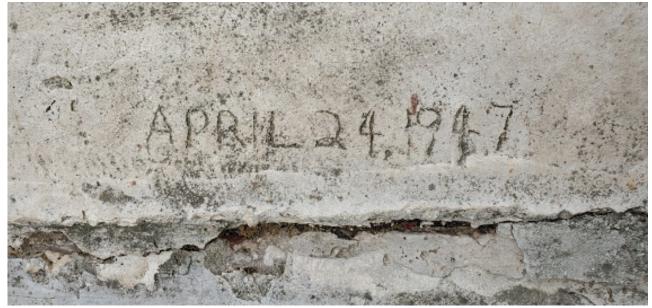


Monogrammed gate in front of c. 1932 house. The gate style is repeated in front of the 2015 house.

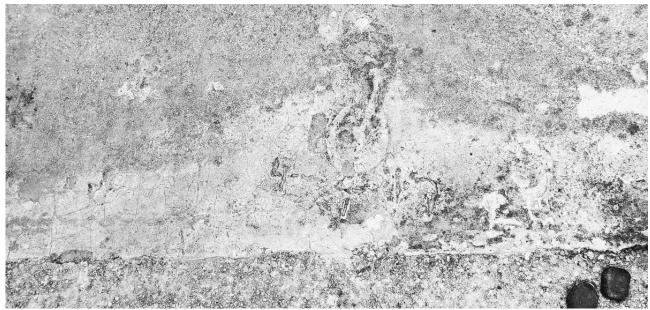


Stone well located near the north corner of the parcel.





Inscription in concrete near 2014 house.



Footprint in concrete near 2014 house, reportedly left by one of the Spears children.





Howard E. Spears (right) reading to children at Spearwood Sunday School, held at 10314 Dreamland Dr. Photo provided by applicant.





The southwest elevation of the 2014 house.



Northwest elevation.





South corner, showing the southwest and southeast elevations.



Stone houses near the subject property:



10207 Dreamland Dr



10126 Dreamland Dr





10217 Dreamland Dr



5604 Vance Jackson, northeast corner of Vance Jackson and Dreamland Dr.

A SUBDIVISION TRACTS 5,6 &-7 IN COUNTY BLOCK 5691. BEING A PART OF ORIGINAL SURVEY Nº. 88. AND N. W. 20FT. OF TRACT 8. 7.5 Setback Lines Dreamland 51651 I, John W. Kenney Jr, being the legal owner and holder of a lien against that portion of the above described properly covered by a roadway designated as Dreamland Drive on the above plat and I hereby adopt the above plat and dedicate to the use of the public, said street or drive thereon shown for the purpses and consideration therein expressed. Scale:-/"=200. STATE OF TEXAS COUNTY OF BEXAR \ Before me the undersigned authority, a Notary Public in and for said county and state on this day personally appeared John W Kinney, Jr., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the day of January A. D. 1932. NOTARY PUBLIC, BEXAR COUNTY TEXAS The owner of the land shown on this plat, and whose name is subscribed hereto, in person or through a duly authorized agent, acknowledged that this plat was made from an actual survey, by the STATE OF TEXAS surveyor whose name is endorsed hereon, and dedicates to 1, hereby certify that the fore-COUNTY OF BEXAR. the use of the public, all streets, alleys, parks, water going and attached is a true and correct map compiled courses, drains, easements and public places thereon shown from field notes of an actual survey made on the ground for the purposes and consideration therein expressed. by me the surveyor Sworn to and subscribed before me this 27th day of STATE OF TEXAS Before me, the undersigned COUNTY OF BEXAR. August A.D. 1931. authority, on this day personally appeared Enma CARVER known to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office this 20 day of August A.D. 1931.

15 F

consideration therein expressed and that she did not wish to retract it. Given under my hand and seal of office, this the 20th. day of July, A.D., 1932.

Seal:

M. Pankratz, Notary Public, Bexar County, Texas.

Filed for record Aug 11, 1932, at 4:36 o'clock P.M. Recorded Aug 27, 1932, at 12:15 o'clock P.M. Jack R. Burke, Co. Clk. Bex. Co. Tex. By Dillard Coy, Deputy.

บอนกอนที่ที่เก็บอนกอบอน

No. 400312 Ēmma Carver

Deed of Trust

Raymond Edwards, Trustee, Spencer-Sauer Lumber Co., c.q.t.

The State of Texas: County of Bexar Know all men by these presents: That I, Emma Carver, a feme sole, of the County of Bexar and State of Texas, herein styled parties of the first part, in consideration of the sum of Ten Dollars, paid by party of the second part hereinafter named, the receipt whereof is hereby acknowledged, and of the further consideration, uses, purposes and trusts herein set forth and declared, have Granted, bargained and sold, and by these presents do Grant, bargain, sell, alien, convey and confirm unto Raymond Edwards, as Trustee, party of the second part, and also to the Substitute Trustee, as hereinafter provided, all of the following described real estate situated in Bexar County, Texas, to-wit: Being tract twenty-two (22) of a subdivision of Tracts five (5) six (6) and seven (7) and the North twenty (20) feet of tract eight (8), County Block fifty-sixhundred_ninety-one (5691), according to plat thereof recorded in Vol. 980, page 316, Deed and Plat Records of Bexar County, Texas, and being out of the M. T; Guerrera Survey #88. To have and to hold the said premises unto the said party of the second part, and to his successors and assigns forever, hereby covenanting and agreeing to Forever warrant and defend the premises aforesaid, and every part thereof, unto the said Trustee, hereinbefore named, and to the, Substitute Trustee, and to the assigns of any Trustee hereunder, against all persons whomsoever lawfully claiming or to claim the same for and upon the following Trusts, terms, conditions and covenants, to-wit: That whereas the said parties of the first part are justly indebted to Spencer-Sauer Lumber Company, a Corporation, whose postoffice address is San Antonio, Texas, party of the third part herein, as evidenced by one certain promissory note executed by John C. Sagray, et ux, Amanda M. Sagray, being for the sum of Twenty-eight hundred twenty (\$2820.00) Dollars, and payable to the order of Emma Carver, a feme sole, in the City of San Antonio, Bexar County, Texas, as follows: Principal and interest being payable in monthly installments of Forty Dollars (\$40.00) or more, each, payable on the 1st. day of each and every month, beginning August 1, 1932, and continuing until the whole of said sum, with interest, has been duly paid, interest being calculated on the unpaid principal to the date of each installment paid, and the payment made then credited, first to the discharge of the interest accrued, and the balance to the reduction of the principal, Except that any amount unpaid five (5) years after date shall be then due and payable; and said note being fully described in Warranty Deed of even date recorded in Vol. 1313, page 156 Deed Records of Bexar County, Texas, said note and deed being dated. July 1st, 1932; and said note bearing interest at the rate of eight per cent. per annum from date until maturity, payable monthly, all past due principal and interest bearing interest from maturity until paid at the rate of ten per cent. per annum, and providing for ten per cent. attorney's fees on the amount of principal and interest due thereon, if placed in the hands of an attorney for collection, or if collected through the Probate Court or other judicial proceeding. And this conveyance is made for the security and enforcement of the payment of said indebtedness. Now, should the parties of the first part make prompt payment of said indebtedness, both principal and interest, as the

same shall become due and payable, then this conveyance shall become null and void and of no further force or effect, and shall be released by the holder of said indebtedness, such release to be at the expense of said parties of the first part. But should the parties of the first part make default in the punctual payment of said indebtedness, or any part thereof, principal or interest, as the same shall become due and payable, or fail to pay as the same shall become due and payable, all taxes and special assessments, either State, County, Municipal or otherwise, now chargeable to or assessed against or hereafter chargeable to or assessed against the hereinbefore described property, or fail to keep at all times the improvements on said property insured against fire, tornado and hail in favor of any holder of the indebtednesshereby secured, (who shall hold the policies of insurance) in the full insurable value of such improvements in solvent and reputable insurance companies acceptable to the holder of said indebtedness, or fail to keep said improvements in good condition and repair, or permit waste, or do or permit to be done any act or thing that would tend to depreciate the value of the hereinbefore described property, or fail to pay, as the same shall become due and payable, all taxes that shall be chargeable to or assessed against this mortgage and the note or notes hereby secured, which tax payments on this mortgage and the note or notes hereby secured, together with the interest payments, are not to exceed 10% per annum on the principal amount of the indebtedness, hereby secured, then, and in any such case, the whole amount of said indebtedness hereby secured remaining unpaid may at the option of the party of the third part, or other holder thereof, immediately -mature and become payable, and it shall thereupon, or at:any time thereafter, the same or any part thereof remaining unpaid, be the duty of the said party of the second part herein, and of his successor or substitute as hereinafter provided, on the request of the said party of the third part or other holder of the indebtedness hereby secured or any part thereof (which request is hereby presumed), to enforce this Trust; and after advertising the time, place and terms of the sale of all the hereinbefore conveyed and described property for at least twentyone days successively next before the pay of the sale, by posting up written or printed notices thereof at three public places in such county where said real estate is situated, one of which shall be at the court house door of said County, which notices may be posted by the Trustee actingor by any other person, to sell the same in accordance with such advertisement, at public auction, in front of the door of the court house of such County, in the State of Texas, on the first Tuesday in any month, between the hours of 10 o'clock a.m., and 4 o'clock p.m., to the highest bidder for cash - selling all the property above conveyed as an entirety or in parcels, as the Trustee acting may elect, and make due conveyance to the purchaser or purchasers, with general warranty, binding the said parties of the first part herein and their heirs and assigns; and out of the money ari-sing from such sale, the Trustee acting shall pay, first, all the expenses of advertising, sale and conveyance, including a commission of five per cent. to himself, and then to the said party of the third part, or any other holder thereof, the full amount of principal, interest and attorney's fees due and unpaid on said indebtedness as hereinbefore set forth, rendering the balance of the purchase money, if any, to the said parties of the first part, their heirs or assigns; and said sale shall forever be a perpetual bar against the said parties of the first part, their heirs and assigns. And said party of the third part, or other holder of the indebtedness, shall have the right to purchase at such sale, being the highest bidder. It is expressly understood and agreed that the recitals in the conveyance to the purchaser at said sale shall be full evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be conclusively presumed to have been performed, and such sale and conveyance shall be conclusive against the parties of the first part herein, their heirs and assigns, whether such prerequisites shall have been performed or shall not have been performed. In case of the absence, death, inability, refusal or failure

of the Trustee herein named to act, a successor and substitute may be named, constituted and appointed by the said party of the third part herein, or other holder of said indebtedness, or any part thereof, without other formality than an appointment and designation in writing, and this conveyance shall vest in him, as 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 herein named, and his conveyance to the purchaser shall be equally valid and effective; and such right to appoint a successor or substitute Trustee shall exist as often and whenever from any of said causes any Trustee, original or substitute can not or will not act. It is further expressly stipulated and understood that the lien hereby created shall take precedence over and be a prior lien to any other lien of any character, whether materialman's or mechanic's lien, hereafter incurred on the hereinbefore described property. It is further expressly stipulated and agreed that the security herein and hereby provided shall not affect, nor be affected by any other or further security taken or to be taken for the same indebtedness, or any part thereof; and the said parties of the first part hereby declare that the property hereinbefore mentioned and conveyed to said party of the second part forms no part of any property owned, used or claimed by parties of the first part as exempted from forced sale under the laws of the State of Texas, and disclaim and renounce all and every claim thereto under any such law or laws. It is further expressly understood and agreed that any removal or attempted removal of the improvements from the hereinbefore described real property shall, at the option of the holder, mature the entire indebtedness hereby secured and authorize sale under the terms of this Deed of Trust, and the trustee or any substitute trustee, or any legal owner and holder of the indebtedness hereby secured or any part thereof, is authorized to prevent any such removal by injunction or otherwise, and the owner of such property shall pay all costs and expenses incident to any such proceeding. It is further expressly understood and agreed that in the event any other or further improvements than those now situated on the hereinbefore described property, or which are herein and hereby contemplated to be placed thereon, are erected or attempted to be erected upon said property, or in the event that any mechanic, laborer or materialman file, or attempt to claim, any lien on said property, then and in that event, the entire indebtedness hereby secured shall, at the option of the holder or owner thereof, immediately become due and payable. In the event the hereinbefore described property becomes vacant, then and in that event the Trustee herein or the Substitute Trustee hereinbefore provided for, may (at the request of the holder of the whole or any part of the indebtedness hereby secured) take possession of said property and rent same for such rental as he deems proper, and any moneys actually collected as rental, less any proper and reasonable cost and expense of collection, shall be applied as a credit on the indebtedness hereby secured. In the event that said property at any time be and remain vacant for a period of more than thirty consecutive days, or in the event that said property be sold to a purchaser not assuming the indebtedness remaining unpaid, then and in either eventthe entire unpaid indebtedness may, at the option of the holder thereof, immediately become due and payable. Any holder of any part of the indebtedness hereby secured shall have the option of paying taxes and insurance premiums hereunder, and in such event the sums so expended shall operate as a lien on the real property herein described and besecured hereby. All moneys actually collected from fire, tornado and hail insurance policies on the improvements on the hereinbefore described real property may, at the option of third party, be applied as a credit on the indebtedness hereby secured. When this Deed of Trust is executed by only one person as Party of the First Part, it shall be construed as if parties of the first part were written party of the first part, and words in their number were changed to correspond. It is

understood and agreed that this Deed of Trust is given as additional security to further secure the payment of the note herein described and that the property hereby conveyed will be released by the holder of said note when \$500.00 has been paid on the principal thereof, provided such note is not then in default according to its terms or the terms of the original Deed of Trust and Note given to secure its payment. Executed this the 10th. day of August, A.D., 1932.

Emma Carver

I, Emma Carver, after being duly sworn, depose and say that I am an unmarried woman at the present time.

Emma Carver

Subscribed and sworn to before me, this 11th. day of August, 1932.

Seal:

ditie .

V. C. McNamee, Notary Public, Bexar County, Texas.

The State of Texas: County of Bexar

Before me, the undersigned authority, on this day personally appeared Emma Carver, known to me to be the person whose name is subscribed to the foregoing -instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office, this the llth. day of August, A.D., 1932.

Seal:

presents:

V. C. McNamee, Notary Public, Bexar County, Texas.

Filed for record Aug 11, 1932, at 4:36 o'clock P.M. Recorded Aug 29, 1932, at 8:55 o'clock A.M. Jack R. Burke, Co. Clk. Bex. Co. Tex. By Dillard Coy, Deputy.

No.400346 Henry Hershfield, et al

Extension Agreement

Mrs. C. J. Collins, et al

State of Texas: Whereas, by deed of trust dated August 16, A.D., 1926, recorded in County of Bexar: , of the deed of trust records of Bexar county, Texas, , beginning at page Vol. J. J. Rine, and Ida E. Rine, conveyed to T. D. Rife, trustee, the east 5 feet of Lot 1, and the West 40 feet of Lot 2, all in Block 12, New City Block 2603, fronting 45 feet on the North side of Lubbock Street, in the city of San Antonio, Bexar county, Texas, in trust to secure the payment of one certain promissory note, of even date therewith, in the principal sum of \$2,000.00, payable three years after date to the order of Mrs. C. J. Collins, and bearing interest at the rate of 8% per annum, payable semi-annually, both principal and interest payable in San Antonio, Bexar county, Texas, and providing for 10% interest on past due principal and interest, for accelerated maturity and attorney's fees in case of default, and containing prepayment privilege clause by paying all interest to date and 90 days unearned interest in advance, and signed by J. J. Rine and Ida E. Rine; reference being here made to said deed of trust and the record thereof for full description and particulars; the above described property has been by mesne conveyances conveyed to Henry Hershfield, who assumed payment of the note aforesaid, and who is now the owner and holder of said property; and, Whereas the time of said payment has been extended from time to time, the last extension agreement being dated August 16, 1930, executed by Henry Hershfield and Mrs. C. J. Collins and C. J. Collins, recorded in Vol. 1198, beginning at page 592 of the deed of trust records of Bexar county, Texas, and extending the time of payment to August 16, 1932; and, Whereas, there is now due and owing on said note the principal sum of two thousand (2,000.00) dollars, the interest on said sum having been fully paid to August 16, 1932, receipt of which payment is hereby acknowledged; and the said Henry Hershfield desires to renew said note and extend the time of payment hereof, as hereinafter agreed; Now, therefore, Know all men by these

That I, Henry Hershfield, joined herein by my wife, Millie Hershfield, of Bexar

principal to the date of each installment paid, and paid semi-annually in addition to such installments, EXCEPT that any amount unpaid five (5) years after date shall be then due and payable; said note containing the usual provision for 10% attorney's fees, and being secured by a VENDOR'S LIEN herein and hereby expressly retained in favor of the holder thereof on the property hereinafter described, and also by a DEED OF TRUST thereon of even date herewith to MERMER N. BECKMANN, Trustee, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto RUTH W. SERGENT, wife of PAUL O. SERGENT, as her separate property and estate, of Bexar County, Texas, all that certain lot or parcel of land situated in the City of San Antonio, County of Bexar, State of Texas, described as follows, to-wit: Being Lot Two (2), Block Twenty (20), New City Block Eighteen Hundred Sixteen (1816), and being the same property conveyed to grantor herein by Commercial Loan & Trust Company, by deed recorded in Vol. 1343, page 598, Deed Records of said County. TO HAVE AND TO HOLD the said premises, together with all rights, hereditaments and appurtenances thereto belonging, unto the said grantee above named, her hoirs and assigns forever. And it does hereby bind itself and its successors, to WARRANT AND FOREVER DEFEND the title of the said property unto the said grantee above named, her heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof. EXECUTED this 1st day of December, 1933.

\$4.50 Rev.Stamps Cancelled. Seal. ATTEST:

COMMERCIAL COMPANY
By E. A. Baetz
Vice-President

A.B. Crowther Secretary.

STATE OF TEXAS:

COUNTY OF BEXAR: Before me, the undersigned authority, on this day personally appeared E.A. BAETZ, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of the Commercial Company. Given under my hand and seal of office, this 8 day of December, 1933.

Seal.

John E. Lee .. Notary Public in and for Bexar County, State of Texas.

No. 23436

Spencer-Sauer Lumber Company. WARRANTY DEED AND VENDOR'S LIEN Douglas Anderson STATE OF TEXAS:

COUNTY OF BEXAR: KNOW ALL MEN BY THESE PRESENTS: That the SPENCER-SAUER LUMBER COMPANY, a Corporation, acting herein by and through its Agent and Attorney-in-fact, of Bexar County, Texas, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable considerations to it in hand paid by the grantee hereinafter named, the receipt of which is hereby acknowledged, and for the further consideration that said grantee has executed one promissory note of even date herewith for the sum of SIXTEEN HUNDRED THIRTY-EIGHT Dollars, (\$1638.00), payable to the order of SPENCER-SAUER LUMBER COMPANY, whose postoffice address is San Antonio, Texas; bearing interest at the rate of seven per cent per annum from date until maturity, past due principal and interest to bear 10% interest per annum from maturity until paid, principal and interest being payable in monthly installments of TWENTY FOUR Dollars (\$24.00), or more, each, payable on the 1st day of each and every month, beginning March 1, 1934 and continuing until the whole of said sum, with interest, has been duly paid, interest being calculated on the unpaid principal to the date of each installment paid, and

the payment made then credited, first to the discharge of the interest accrued, and the balance to the reduction of the principal, EXCEPT that any amount unpaid five (5) years after date shall be then due and payable, said note containing the usual provision for 10% attorney's fees, and being secured by a VENDOR'S LIEN herein and hereby expressly retained in favor of the holder thereof on the property hereinafter described, and also by a DEED OF TRUST thereon of even date herewith to RAYMOND EDWARDS, Trustee, have GRANTED, SOLD AND CON-VEYED; and by these presents do GRANT, SELL AND CONVEY unto DOUGLAS ANDERSON; of Bexar County Texas, all those certain lots or parcels of land situated in the county of Bexar, State of Texas, described as follows, to-wit: Lots Twenty-two (22) and Twenty-three (23) of a subdivision of Tracts 5, 6, 7 and the north 20 feet of Tract 8, County Block 5691, out of the M.T. Guerrera Survey #88, now Emma Carver Subdivision. TO HAVE AND TO HCLD the said premises; togother with all rights, hereditaments and appurtenances thereto belonging, unto the said grantee above named, his heirs and assigns forever, And it does hereby bind itself and its successors, to WARRANT AND FOREVER DEFEND the title of the said property unto the said grantee above named, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof. This conveyance is made subject to setback line of 72 feet shown on plat recorded in Vol. 980, page 316, Deed and Plat Records of said County. EXECUTED this 13th day of December, 1933.

\$2.50 Rev. Stamps Cancelled.

SPENCER-SAUER LUMBER COMPANY; By W. A. Wadley Agent and Attorney-in-fact

STATE OF TEXAS:

COUNTY OF BEXAR: Before me, the undersigned authority, on this day personally appeared W.A. WADLEY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of the Spencer-Sauer Lumber Company. Given under my hand and seak of office, this 21 day of December, 1933.

Seal:

Filed for record December 22nd 1933 at 4:16 P.M.

Recorded December 23th 1933 at 1:30 A.M.

Notary Public in and for Bexar County, State of George W. Huntress Jr., Co. Clk., BexxCo. Tex.Texas.

Dillard Coy, Denuty.

No. 23437

Douglas Anderson

WARRANTY DEED

Olive MacLeod

STATE OF TEXAS: .

COUNTY OF BEXAR: KNOW ALL MEN BY THESE PRESENTS: That I, DOUGLAS ANDERSON, of Boxar County. Texas, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consiferations to me in hand paid by the grantee hereinafter named out of her separate funds and estate, the receipt of which is hereby acknowledged; and for the further consideration that said grantee assumes and promises to pay one certain note for the principal sum of \$1638:00; dated December 13, 1933; executed by grantor herein and payable to Spencer-Sauer Lumber Company; fully described in Deed of even date therewith, recorded in the Deed Records of Bexar County, Texas; have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto OLIVE MacLEOD, as her separate property and estate, of Bexar County, Texas, all those certain lots or parcels of land situate in the County of Bexar, State of Texas, described as follows, to-wit: Being Lots Twenty-two (22) and Twenty-three (23) of a subdivision of Tract 5, 6, 7 and the North 20 feet of Tract 8, County Block 5691, out of the M. T. Guerra Survey #88, now Emma Carver Subdivision, being the same property conveyed to grantor herein by Spencer-Sauer Lumber Company by Deed, dated December 13, 1933. TO HAVE AND TO HOLD the said premises, together with all rights, hereditaments and appurtenances thereto belonging, unto the said grantee above hamed, her heirs and assigns forever. And I do hereby bind myself; my heirs, executors and administrators, to WARRANT AND FOREVER DEFEND

the payment made then credited, first to the discharge of the interest accrued, and the balance to the reduction of the principal, EXCEPT that any amount unpaid five (5) years after date shall be then due and payable, said note containing the usual provision for 10% attorney's fees, and being secured by a VENDOR'S LIEN herein and hereby expressly retained in favor of the holder thereof on the property hereinafter described, and also by a DEED OF TRUST thereon of even date herewith to RAYMOND EDWARDS, Trustee, have GRANTED, SOLD AND CON-VEYED; and by these presents do GRANT, SELL AND CONVEY unto DOUGLAS ANDERSON; of Bexar County Texas, all those certain lots or parcels of land situated in the county of Bexar, State of Texas, described as follows, to-wit: Lots Twenty-two (22) and Twenty-three (23) of a subdivision of Tracts 5, 6, 7 and the north 20 feet of Tract 8, County Block 5691, out of the M.T. Guerrera Survey #88, now Emma Carver Subdivision. TO HAVE AND TO HCLD the said premises; togother with all rights, hereditaments and appurtenances thereto belonging, unto the said grantee above named, his heirs and assigns forever, And it does hereby bind itself and its successors, to WARRANT AND FOREVER DEFEND the title of the said property unto the said grantee above named, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof. This conveyance is made subject to setback line of 72 feet shown on plat recorded in Vol. 980, page 316, Deed and Plat Records of said County. EXECUTED this 13th day of December, 1933.

\$2.50 Rev. Stamps Cancelled.

SPENCER-SAUER LUMBER COMPANY; By W. A. Wadley Agent and Attorney-in-fact

STATE OF TEXAS:

COUNTY OF BEXAR: Before me, the undersigned authority, on this day personally appeared W.A. WADLEY, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of the Spencer-Sauer Lumber Company. Given under my hand and seak of office, this 21 day of December, 1933.

Seal:

Filed for record December 22nd 1933 at 4:16 P.M.

Recorded December 23th 1933 at 1:30 A.M.

Notary Public in and for Bexar County, State of George W. Huntress Jr., Co. Clk., BexxCo. Tex.Texas.

Dillard Coy, Denuty.

No. 23437

Douglas Anderson

WARRANTY DEED

Olive MacLeod

STATE OF TEXAS: .

COUNTY OF BEXAR: KNOW ALL MEN BY THESE PRESENTS: That I, DOUGLAS ANDERSON, of Boxar County. Texas, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consiferations to me in hand paid by the grantee hereinafter named out of her separate funds and estate, the receipt of which is hereby acknowledged; and for the further consideration that said grantee assumes and promises to pay one certain note for the principal sum of \$1638:00; dated December 13, 1933; executed by grantor herein and payable to Spencer-Sauer Lumber Company; fully described in Deed of even date therewith, recorded in the Deed Records of Bexar County, Texas; have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto OLIVE MacLEOD, as her separate property and estate, of Bexar County, Texas, all those certain lots or parcels of land situate in the County of Bexar, State of Texas, described as follows, to-wit: Being Lots Twenty-two (22) and Twenty-three (23) of a subdivision of Tract 5, 6, 7 and the North 20 feet of Tract 8, County Block 5691, out of the M. T. Guerra Survey #88, now Emma Carver Subdivision, being the same property conveyed to grantor herein by Spencer-Sauer Lumber Company by Deed, dated December 13, 1933. TO HAVE AND TO HOLD the said premises, together with all rights, hereditaments and appurtenances thereto belonging, unto the said grantee above hamed, her heirs and assigns forever. And I do hereby bind myself; my heirs, executors and administrators, to WARRANT AND FOREVER DEFEND

the title to the said property unto the said grantee above named, her heirs and assigns; against every person whomsoever lawfully claiming or to claim the same, or any part thereof. This conveyance is made subject to setback line of 7½ feet shown on plat recorded in Vol. 980, page 316, Deed and Plat Records of Bexar County, Texas. EXECUTED this 13th day of December, 1933.

Douglas Anderson

STATE OF TEXAS:

COUNTY OF BEXAR: Before me, the undersigned authority, on this day personally appeared DOUGLAS ANDERSON, known to me to be the person whose name is subscribed to the foregoing instrument; and acknowledged to me that he executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office, this 21st day of December, 1933.

Seal.

V.C. McNamee Notary Public in and for Bexar County, State.of Texas.

Filed for record December 22nd 1933 at 4:16 P.M. Recorded December 29th 1933 at 11:55 A.M. George W. Huntress Jr., Co.Clk., Bex Co., Tex. Dillard Coy, Deputy.

No. 23438

Emma Carver

MARRANTY DEED

Spencer-Sauer Lumber Company

STATE OF TEXAS:

COUNTY OF BEXAR: KNOW ALL MEN BY THESE PRESENTS: That I, EMMA CARVER, a feme sole, of Bexar County, Texas, in consideration of the sum of ONE HUMDRED DOLLARS (\$100.00) to me in hand paid by the grantee hereinafter namod, the receipt of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto SPENCER-SAUER LUMBER COMPANY, a Corporation, of Bexar County, Texas, all that certain tract or parcel of land situate in the County of Bexar, State of Texas, described as follows; to-wit: Being Tract Twenty-two (22) of a subdivision of Tracts five (5), Six (6), and Seven (7), and the North 20 feet of Tract Eight (8), County Block Fifty-six Hundred Minety-one (5691), according to plat thereof recorded in Vol. 980, page 316, Deed and Plat Rec ords of Bexar County, Texas, and being out of the M. T. Guerra Survey #88. TO HAVE AND TO HOLD the said premises, together with all rights, hereditaments and appurtenances thereto belonging, unto the said grantee above named, its successors and assigns forever. And I do hereby bind myself, my heirs, executors and administrators, to WARRANT AND FOREVER DEFEND the title to the said proporty unto the said grantee above named, its successors and assigns; against every pers whomsoever lawfully claiming or to claim the same, or any part thereof. EXECUTED this lith day of December, 1933.

\$.50 Rev. Stamp Cancelled.

Emma Carver

STATE OF TEXAS:

COUNTY OF BEXAR: Before me, the undersigned authority, on this day personally appeared EMMIA CARVER, a feme sole, known to me to be the person whose name is subscribed to the fore-instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office, this 14th day of December, 1933.

Seal.

V. C. McNamce Notary Public in and for Bexar County, State of Texas.

I, EMMA CARVER, after being duly sworn upon oath, depose and say that ai am an unmarried woman at the present time.

Emma Carver.
Subscribed and swern.to before me, this 14 day of December, 1933.
V. C. McNamec
Notary Public, Bexar County, Texas.

whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purpose and consideration therein expressed, in the capacity therein recited, and as the act and deed of said corporation. Given under my hand and seal of office, this 28th day of December, A.D. 1937.

SEAL

Gretchen Schreiber Notary Public in and for Bexar County, Texas, Gretchen Schreiber

Filed for record, Jan. 29, 1938 at 9:44 A.M. Albert G. Trawalter, Co.Clk.Bexar Co.Texas. BybMargaret Boyd, Deputy, and recorded Jan. 31, 1938 at 3:15 P.M. Albert G. Trawalter, Co.Clk.Bexar Co.Texas.By Deputy.

No. 145079

OLIVE MACLEOD

WARRANTY DEED V/L

HOWARD E. SPEARS, ET AL

THE STATE OF TEXAS: KNOW ALL MEN BY THESE PRESENTS: That I, Olive MacLeod, a feme sole, COUNTY OF BEXAR: of San Antonio, Bexar County, Texas, for and in consideration of ONE HUNDRED AND NO/100 (\$100.00) DOLLARS cash to me in hand paid by HOWARD E. SPEARS and wife, TWYLA SPEARS, the receipt whereof is hereby acknowledged, and the further consideration of: The execution and delivery by the grantees herein of one certain promissory note, of even date herewith, for the principal sum of \$300.00, payable to the order of the grantor herein in monthly installments of Ten Dollars (\$10.00) each, from each of which installments the accrued interest on the entire unpaid principal shall be first deducted, and the remainder applied to the payment of the principal, the first of which installments is due February 8, 1938, and the others regularly, one on the 8th day of each succeeding month thereafter until the entire amount thereof, both principal and interest, has been duly paid, said note providing that the makers thereof shall have the privilege of paying the entire amount owing thereon on any monthly payment date before maturity without penalty; said note(s) bearing interest at six per cent (6%) per annum from date until maturity and providing that both principal and interest are payable at _ _ in San Antonio, Bexar County, Texas; that all past due principal and interest shall bear interest from the date it accrues until paid at ten per cent (10%) whether matured by lapse of time or by default; that default in the payment of said note(s), or any part thereof, principal or interest when due, shall, at the option of the holder, at once mature the whole of said note(s); and that if default is made, and said note(s) placed in the hands of an attorney for collection, or collected through judicial, bankruptcy or probate proceedings by an attorney, then and additional amount of ten per cent (10%) of the principal and interest then owing thereon shall be added to the same as attorney's fees; said note(s) acknowledging the vendor's lien herein retained, to secure the payment thereof and being additionally secured by deed of trust (with power of sale) of even date herewith executed by grantee(s) herein conveying said property to W. BOYD SMITH, trustee, the giving of said deed of trust being a part of the consideration for this conveyance, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto the said HOWARD E. SPEARS and wife TWYLA SPEARS of San Antonio, Bexar County, Texas, all that certain tract or parcel of land lying and being situated in Bexar County, Texas, and more particularly described as follows: Tract Twenty-two (22) of a re-subdivision of Tracts 5, 6, 7, and the northwest 20 feet of Tract Eight (8), of a Subdivision of a part of the M. T. Guerra Survey #88, now known as the Emma Carver Subdivision, according to plat recorded in Vol. 980, page 316, of the Plat Records of said County, being part of the same property conveyed to Olive MacLeod by Douglas Anderson by deed dated December 13, 1933, recorded in Vol. 1379, page 443 of the Deed Records of Bexar County, Texas. TO HAVE AND TO HOLD the above described premises. together with all and singular the rights and appurtenances thereto in anywise belonging unto the said Howard E. Spears and wife, Twyla Spears, their heirs and assigns forever. And

I do hereby bind myself, my heirs, executors and administrators to WARRANT AND FOREVER DEFEND, all and singular, the above described property unto the grantee(s) herein, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, but I do not warrant against the current State and County taxes payable in January next, -the Grantee(s) herein assuming and agreeing to pay the same. But it is expressly agreed and stipulated that the vendor's lien is retained against the hereinabove described property until the hereinbefore described note(s) and all interest thereon and all charges and advancements shall have been fully paid, according to the face, tenor, effect and reading thereof, when this deed shall become absolute. This conveyance is made subject to set back line of 7.5 feet as shown on the plat of the re-subdivision hereinbefore referred to recorded in Vol. 980, page 316, of the Plat Records of Bexar County, Texas. EXECUTED on this the 8th day of JANUARY, A. D. 1938.

Olive MacLeod

50¢ U. S. Rev. Stamp can. 10¢ Btate Note Stamp can.

STATE OF CALIFORNIA:

COUNTY OF SANTA CLARA: BEFORE ME, the undersigned authority, on this day personally appeared Olive MacLeod, a feme sole, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed. Given under my hand and seal of office, on this the 10th day of JANUARY, 1938.

SEAL MY commission expires on Oct.15, 1938.

R. K. Stenbit
Notary Public in and for Santa Clara County
California

Filed for record Jan. 29, 1938 at 11:16 A.M. Albert G. Trawalter, Co. Clk. Bexar Co., Texas. By Silva H. Wernette, Deputy and recorded Feb. 1,1938 at 9125 A.M. Albert G. Trawalter, Co. Clk. Bexar Co., Texas. By Nathe Memory Deputy

No. 145080

OLIVE MACLEOD VS

CERTIFIED COPY DECREE DIVORCE CE MORTON PERRY MACLEOD ... AT

OLIVE MAC LEOD, PLAINTIFF IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

VS

MORTON PERRY MAC LEOD, DEFENDANT - In and for the County of SAN MATEO. (ENDORSED)

FILED July

FILED July 16 1937
DAPARTMENT No. II. E. B. HINMAN
Clerk By ALMA PAGANINI
No. 25484. Deputy Clerk

FINAL JUDGMENT OF DIVORCE

It appearing to the Court, upon motion of OLIVE MAC LEOD, the plaintiff, in the above entitled action, for final judgment therein, that an interlocutory judgment of divorce in favor of OLIVE MAC LEOD and against MORTON PERRY MAC LEOD was made and entered in the said cause on the 15th day of July, 1936, in judgment Book 32 of said Court, at page 25, and that, no appeal has been taken from said interlocutory judgment, nor motion made for a new trial therein: THERTFORE, IT IS ORDERED, ADJUDGED AND DECREED, that a divorce be and the same is hereby granted to OLIVE MAC LEOD, and that the marriage between the said plaintiff and the said defendant be and it is hereby dissolved, and the said parties restored to the status of single persons. IT IS FURTHER ORDERED that plaintiff be and she hereby is awarded the custody of the minor children of the parties hereto, namely, George, Morton, Mary and David. It is FURTHER ORDERED that that certain separation agreement, made and entered into by the parties hereto on the 5th day of May, 1936, be and the same is hereby approved, incorporated herein and made a part hereof. Done in open Court this 16th day of July, 1937.

OFFICE OF THE COUNTY CLERK of the County of San Mateo

A. R. COTTON:
Judge of said Superior Court

I, W.H. AUGUSTUS County Clerk of the County of Sant Mateo and Clerk of the Superior Court thereof, do hereby certify the foregoing to be a full, true and correct copy of the final Judgment of Divorce entered in the above entitled cause on the 16th day of July 1937, in Book 29 at page 292.

Doc# 20010140178

RECORDED BY:
TICOR TITLE ACIENTY 1539130367
GF NO. DIOGITAL B-BB

STATE OF TEXAS

GENERAL WARRANTY DEED

S

KNOW ALL MEN BYSTHESE PRESENTS:

COUNTY OF Bexar § 33... RNOW ALL MEN BYSTE

THAT Howard Truman Spears, Individually and as Executor of the Estate of Twyla Spears a/k/a Twila Twetta Spears & Twyla Truetta Spears, Deceased, of TEXAR County, Bander , hereinafter called "Grantor", for and in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration to Grantor in hand paid by Cari Morrison, an unmarried person and Jared Holbrook, an unmarried person, hereinafter called "Grantee", whose mailing address is 10314 Dreamland Dr, San Antonio, TX 78230, the receipt and sufficiency of which is hereby acknowledged, and the further consideration of the execution and delivery by said Grantee of one certain Promissory Note in the principal sum of One Hundred Forty Seven Thousand Five Hundred and no/100 Dollars (\$147,500.00), of even date herewith, payable to the order of Secure Mortgage Company, hereinafter called "Mortgagee", bearing interest at the rate therein provided; said Note containing 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 also being secured by Deed of Trust of even date herewith from Grantee to Everett L. Anschutz, Jr., Trustee, Grantor has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY, unto said Grantee, the following described property located in Bexar County, Texas, to-wit:

Lot 21 and 22, New City Block 11668, Emma Carver, in the City of San Antonio, Bexar County, Texas, according to the plat thereof recorded in Volume 980, Page(s) 316, Deed and Plat Records of Bexar County, Texas

Together with Grantor's right, title and interest in all system memberships and/or ownership certificates in any non-municipal water and/or sewer systems serving said property.

Mortgagee has, at the special instance and request of Grantee, paid to Grantor a portion of the purchase price of the property hereinabove described, as evidenced by the above described Note, and thus said Vendor's Lien and Deed of Trust Lien against said property securing the payment of said Note, are 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.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereunto in anywise belonging to said Grantee, Grantee's heirs and assigns, forever. AND Grantor does hereby bind Grantor, Grantor's successors and assigns, to WARRANT and FOREVER DEFEND all and singular the said premises unto said Grantee, Grantee's heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

This conveyance is made subject to all and singular the restrictions, easements, exceptions, conditions and covenants, if any, applicable to and enforceable against the above-described property as shown by the records of said County, as well as ad valorem taxes for current and subsequent years.

But it is expressly agreed that the Vendor's Lien and Superior Title 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.

When this Deed is executed by more than one person, or when the Grantee is more than one person, the instrument shall read as though pertinent verbs, nouns and pronouns were changed correspondingly, and when executed by or to a corporation, the words "heirs, executors and administrators" or "heirs and assigns shall be construed to mean "successors and assigns".

Howard Trum on Spean

Howard Truman Spears, Individually and as Executor of the Estate of

Twyla Spears a/k/a Twila Twetta Spears & Twyla Truetta

Book 9009 Page 1231

Loan No.: 1539130367

INDIVIDUAL(S) ACKNOWLEDGEMENT

STATE OF TEXAS, BEXAR County ss:

This instrument was acknowledged before me on AUGUST 6, 2001, by Howard Truman Spears, Individually and as Executor of the Estate of Twyla Spears a/k/a Twila Twetta Spears & Twyla Truetta Spears, Deceased.

BEATE G. BRUNFIELD NOTARY PUBLIC STATE OF TEXAS My Comm. Exp. 8-14-2005 Beate G. Coum fell Notary Public

Printed Name of Notary Public

RETURN ORIGINAL TO:

Cari Morrison 10314 Dreamland Dr San Antonio, TX 78230

Any provision herein which restricts the sale, or use of the described real property because of race is invelid and unenforceable under Federal law STATE OF TEXAS, COUNTY OF BEXAR. I hereby certify that this instrument was FILED in File Number Sequence on the cate and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

AUG 0 9 2001

3 * 1

COUNTY CLERK BEXAR COUNTY, TEXAS

ok 9009 Page 1232



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.

CONTRACT FOR IMPROVEMENTS WITH DEED OF TRUST AND POWER OF SALE

RECORDATION REQUESTED BY:

FROST BANK
DOWNTOWN SAN ANTONIO FINANCIAL CENTER
P. O. BOX 1600
SAN ANTONIO, TX 78296

WHEN RECORDED MAIL TO:

Frost Bank Attention: Retail Loan Origination 100 W Houston RB-4 San Antonio, TX 78205

SEND TAX NOTICES TO:

JARED HOLBROOK CARI MORRISON 10314 DREAMLAND DR SAN ANTONIO, TX 78230-4108 4858452-9001

Book 16797 Page 1751

9pgs

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY



THIS CONTRACT FOR IMPROVEMENTS is dated 07-09-2014, between JARED HOLBROOK, whose address is 10314 DREAMLAND DR, SAN ANTONIO, TX 78230-4108; CARI MORRISON, whose address is 10314 DREAMLAND DR, SAN ANTONIO, TX 78230-4108 (referred to below sometimes as "Grantor" and sometimes as "Owner"); FROST BANK, whose address is DOWNTOWN SAN ANTONIO FINANCIAL CENTER, P. O. BOX 1600, SAN ANTONIO, TX 78296 (referred to below sometimes as "Beneficiary"); and Mike Helmke + Associates, LLC whose address is 1999 GULFMART, SUITE 670, SAN ANTONIO, TX 78217 (referred to below as "Contractor").

CONTRACT FOR IMPROVEMENTS

CONSTRUCTION OF IMPROVEMENTS. Contractor agrees to furnish and to pay for all labor and materials needed to construct the Improvements in a good and workmanlike manner, according to the plans and specifications agreed upon by Owner and Contractor and approved by Beneficiary, on the following terms and conditions:

Description of the Improvements. The word "Improvements" as used in this Contract for Improvements means the construction and completion of all improvements contemplated by this Contract, including all work necessary to make the Property usable and complete for the intended purposes. The Improvements include the following labor and materials:

Labor and materials to be used in the improvements of a single family residence in accordance with approved plans and specifications

Contract Price. Owner agrees to pay, or cause to be paid, to Contractor the sum of Two Hundred Twenty-nine Thousand Nine Hundred Ninety-eight & 25/100 Dollars (\$229,998.25) to be advanced by Lender to Contractor at the request and for the benefit of Owner as consideration for the construction of the Improvements.

Note Payable to Lender. In consideration of the advance of the Contract price, Owner has executed and delivered to Lender the Note in the amount of Two Hundred Twenty-nine Thousand Nine Hundred Ninety-eight & 25/100 Dollars (\$229,998.25).

No Work Commenced. This Contract is executed, acknowledged and delivered before any labor has been performed and before any material has been furnished for the construction of the Improvements.

Alteration and Extras. No alterations shall be made in the work shown or described by the plans and specifications, nor shall any extra work or materials be charged or paid for, unless a separate estimate for such extra work is submitted in writing by Contractor to Owner and agreed to in writing by them before the extra work is started. The additional amount to be paid for all extra work and materials so agreed to and so furnished shall be a part of the Indebtedness secured by the lien created by this Contract. Beneficiary, at its option and subject to the execution of such additional loan documents as Beneficiary may require, may advance all or part of such additional amount. If Beneficiary elects not to advance such additional amount, Owner shall pay Contractor in cash upon completion of such extra work, and Contractor shall have a lien on the Property for the payment of such amount, which lien Contractor agrees shall be subordinate to the lien retained and transferred to Beneficiary in this Contract. All extra work done or material furnished without such agreement shall be considered as performed under the original Contract and no extra pay shall be demanded or allowed. To the extent any conflict should

CONTRACT FOR IMPROVEMENTS (Continued)

arise between the terms and provisions of this Contract and the terms and provisions of any other agreement between Owner and Contractor, the terms and provisions of this Contract shall prevail.

Completion by Contractor, but not Lender. Contractor shall be obligated to complete the Improvements in accordance with this Contract. Under no circumstances shall Beneficiary be responsible for the completion of the Improvements, nor shall Beneficiary for any reason whatsoever be considered as a guarantor or surety of Contractor's performance of this Contract. Contractor agrees to purchase and maintain until completion of the Improvements builder's risk insurance coverage in the amount of Two Hundred Twenty-nine Thousand Nine Hundred Ninety-eight & 25/100, or such lesser amount as may be agreed to by Beneficiary in writing, naming both Owner and Beneficiary as additional insureds.

Partial Lien. In the event the Improvements are not completed by Contractor according to the plans and specifications and, for whatever reason, it is determined that Lender does not have a lien on the Property to the extent of the full amount of the Contract price, then Lender shall have a valid lien for the contract price, less the amount reasonably necessary to complete the Improvements according to the plans and specifications. In the alternative, Lender shall have the right, at its option, to complete the Improvements at Contractor's expense, and Lender's lien shall be valid for the full Contract price.

THREE DAY RESCISSION. Owner may rescind this Contract without penalty or charge within three days after the execution of this Contract by all parties. However, this right of rescission will not apply if the work and materials are necessary to complete immediate repairs on the homestead property that materially affect the health and safety of the Owner or person residing in the homestead and Owner acknowledges such necessity in writing.

LENDER'S LIEN RIGHTS. The following provisions relate to the creation and grant of the lien on the Property to Contractor and the subsequent transfer of Contractor's rights to Lender.

Lien to Secure Note. To secure the payment of the amounts to be advanced to Contractor by Lender at the request of Owner, as evidenced by the Note, and the interest payable to Lender, Owner gives and grants to Contractor, and Contractor assigns to Lender, a mechanic's and materialmen's lien on the Property. The Note shall also be secured by the Deed of Trust set forth below.

Transfer of Lien. Contractor transfers and assigns to Lender, and to Lender's successors and assigns, all of Contractor's rights in this Contract, including without limitation Contractor's lien on the Property, and Lender is subrogated to all the rights and equities of Contractor.

Existing Indebtedness. The following provisions concerning Existing Indebtedness are a part of this Contract:

Existing Lien. The lien of this Contract securing the Indebtedness shall be subordinate to the lien securing payment of an existing obligation to BANK OF AMERICA, Current Lien Holder described as: Mortgage loan, originally payable to GUARANTY RESIDENTIAL LENDING, INC., dated 6/18/2003 and recorded in Volume 10119, Page 2359, Official public records of BEXAR County, Texas. The existing obligation has a current principal balance of approximately \$113,052.00 and is in the original principal amount of \$148,750.00. Owner expressly covenants and agrees to pay, or see to the payment of, the Existing Indebtedness and to prevent any default on such indebtedness, any default under the instruments evidencing such indebtedness, or any default under any security documents for such indebtedness.

No Modification. Owner shall not enter into any agreement with the holder of any mortgage, deed of trust, or other security agreement which has priority over this Contract by which that agreement is modified, amended, extended, or renewed without the prior written consent of Beneficiary. Owner shall neither request nor accept any future advances under any such security agreement without the prior written consent of Beneficiary.

DEED OF TRUST AND POWER OF SALE

GRANT OF DEED. To enforce the lien and further to secure payment of the Indebtedness, Owner conveys the Property to Trustee, in trust, with power of sale, for the benefit of Beneficiary ("Lender"), as beneficiary, and warrants and agrees to defend the title to the Property. This Contract is given on the following terms and conditions:

REAL PROPERTY DESCRIPTION. The Deed of Trust covers the following described real property located in BEXAR County, State of Texas:

LOT 21 AND 22, NEW CITY BLOCK 11668, EMMA CARVER, IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, ACCORDING TO THE PLAT THEREOF RECORDED IN VOLUME 980, PAGE(S) 316, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.

The Real Property or its address is commonly known as 10314 DREAMLAND DR, SAN ANTONIO, TX 78230-4108. The words "Real Property" also include all existing and future buildings, structures, facilities, additions and similar construction on the real property.

CONSTRUCTION MORTGAGE. This Contract is a "construction mortgage" for the purposes of Sections 9-334 and 2A-309 of the Uniform Commercial Code, as those sections have been adopted by the State of Texas.

POSSESSION AND MAINTENANCE OF THE PROPERTY. Borrower and Owner agree that Borrower's and Owner's possession and use of the Property shall be governed by the following provisions:

Possession and Use. Until the occurrence of an Event of Default, Owner may (1) remain in possession and control of the Property; (2) use, operate or manage the Property; and (3) collect the Rents from the Property.

Duty to Maintain. Owner shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

Nuisance, Waste. Owner shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property of the Property. Without limiting the generality of the foregoing, Owner will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Beneficiary's prior written consent. This restriction will not apply to rights and easements (such as gas and oil) not owned by Owner and of which Owner has informed Beneficiary in writing prior to Owner's signing of this Contract.

Removal of Improvements. Owner shall not demolish or remove any Improvements from the Real Property without Beneficiary's prior written consent. As a condition to the removal of any Improvements, Beneficiary may require Owner to make arrangements satisfactory to Beneficiary to replace such Improvements with Improvements of at least equal value.

Lender's Right to Enter. Beneficiary and Beneficiary's agents and representatives may enter upon the Real Property at all reasonable times to attend to Beneficiary's interests and to inspect the Real Property for purposes of Owner's compliance with the terms and conditions of this Contract.

Compliance with Governmental Requirements. Owner shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Owner may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Owner has notified Beneficiary in writing prior to doing so and so long as, in Beneficiary's sole opinion, Beneficiary's interests in the Property are not Beneficiary may require Owner to post adequate security or a surety bond, reasonably satisfactory to Beneficiary, to protect

Compliance With Environmental Laws. Owner represents and warrants to Beneficiary that: (1) During the period of Owner's ownership of the Property, there has been no use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance by any person on, under, about or from the Property; (2) Owner has no knowledge of, or reason to believe that there has been, except as previously disclosed to and acknowledged by Beneficiary in writing, (a) any breach or violation of any Environmental Laws, (b) any use, generation, manufacture, storage, treatment, disposal, release or threatened release of any Hazardous Substance on, under, about or from the Property by any prior owners or occupants of the Property, or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters; and (3) Except as previously disclosed to and acknowledged by Beneficiary in writing, (a) neither Owner nor any tenant, contractor, agent or other authorized user of the Property shall use, generate, manufacture, store, treat, dispose of or release any Hazardous Substance on, under, about or from the Property; and (b) any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations and ordinances, including without limitation all Environmental Laws. authorizes Beneficiary and its agents to enter upon the Property to make such inspections and tests, at Owner's expense, as Beneficiary may deem appropriate to determine compliance of the Property with this section of the Contract. Any inspections or tests made by Beneficiary shall be for Beneficiary's purposes only and shall not be construed to create any responsibility or liability on the part of Beneficiary to Owner or to any other person. The representations and warranties contained herein are based on Owner's due diligence in investigating the Property for Hazardous Substances. Owner hereby (1) releases and waives any future claims against Beneficiary for indemnity or contribution in the event Owner becomes liable for cleanup or other costs under any such laws; and (2) agrees to indemnify, defend, and hold harmless Beneficiary against any and all claims, losses, liabilities, damages, penalties, and expenses which Beneficiary may directly or indirectly sustain or suffer resulting from a breach of this section of the Contract or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release occurring prior to Owner's ownership or interest in the Property, whether or not the same was or should have been known to Owner. The provisions of this section of the Contract, including the obligation to indemnify and defend, shall survive the payment of the Indebtedness and the satisfaction and reconveyance of the lien of this Contract and shall not be affected by Beneficiary's acquisition of any interest in the Property, whether by foreclosure or otherwise.

Duty to Protect. Owner agrees neither to abandon nor leave unattended the Property. Owner shall do all other acts, in addition to those acts set forth above in this section, which from the character and use of the Property are necessary to protect and preserve the Property.

PERFORMANCE. If Owner performs all of Owner's covenants contained in this Contract and pays the Indebtedness according to its terms, Beneficiary shall release its interest in the lien created by this Contract.

DISBURSEMENTS BY LENDER. If Lender shall pay any money chargeable to Owner under this Contract, Owner shall pay the same to Lender in accordance with the terms of the Note. The amount of each such payment shall be added to the Indebtedness, and shall be secured under this Contract and by subrogation to all the rights of the person receiving such payment, including subrogation to all valid lien rights in the Property or any part of the Property. Notwithstanding any of the provisions of this Contract to the contrary, it is intended that this Contract and all charges under this Contract shall be limited by and construed so as to conform and to comply fully with the applicable provisions of the Texas Finance Code.

DUE ON SALE - CONSENT BY BENEFICIARY. Beneficiary may, at Beneficiary's option, declare immediately due and payable all sums secured by this Contract upon the sale or transfer, without Beneficiary's prior written consent, of all or any part of the Real Property, or any interest in the Real Property. A "sale or transfer" means the conveyance of Real Property or any right, title or interest in the Real Property; whether legal, beneficial or equitable; whether voluntary or involuntary; whether by outright sale, deed, installment sale contract, land contract, contract for deed, leasehold interest with a term greater than three (3) years, lease-option contract, or by sale, assignment, or transfer of any beneficial interest in or to any land trust holding title to the Real Property, or by any other method of conveyance of an interest in the Real Property. However, this option shall not be exercised by Beneficiary if such exercise is prohibited by federal law or by Texas law. If Beneficiary exercises the notice is delivered or mailed within which Owner must pay the unpaid principal and unpaid earned interest secured by this Contract. If Owner fails to pay these sums prior to the expiration of this period, Beneficiary may invoke any remedies permitted by this Contract without further notice or demand on Owner.

INSURANCE. OWNER SHALL, AT ALL TIMES UNTIL THE INDEBTEDNESS IS PAID IN FULL, KEEP ALL INSURABLE Property INSURED AGAINST FIRE, INCLUDING EXTENDED COVERAGE AND SUCH OTHER RISKS AS LENDER MAY REQUIRE, such insurance to be written in amount and form acceptable to Beneficiary, and by insurance companies authorized to transact business in Texas, with loss made payable to Beneficiary by standard mortgagee's clauses, providing written notice to Beneficiary at least ten (10) days prior written notice to Beneficiary of cancellation thereof, and shall deliver the policies of insurance to Beneficiary promptly as issued. If Owner fails to procure such insurance, Beneficiary may at its option procure such insurance at Owner's expense. All renewal and substitute policies of insurance shall be delivered at the office of Beneficiary, premiums paid, at least fifteen (15) days before termination of policies theretofore delivered to Beneficiary. Beneficiary, at its option, shall be entitled to receive and retain the proceeds of the insurance policies, whether paid by reason of loss, return of premiums or otherwise, applying the same upon the Indebtedness in such order or manner as Beneficiary may direct. If any loss shall occur at any time when Owner shall be in default under this Contract, Beneficiary shall be entitled to the benefit of all insurance held by or for any Owner, to the same extent as if it had been made payable to Beneficiary. Should the Property at any time be deemed to be located in an area designated by the Director of the Federal Emergency Management Agency as a special flood hazard area, Owner must obtain and maintain Federal Flood Insurance, if available, within 45 days after notice is given by Beneficiary that the Property is located in a special flood hazard area, for the full unpaid principal balance of the loan and any prior liens on the property securing the loan, up to the maximum policy limits set under the National Flood Insurance Program, or as otherwise required by Beneficiary, and to maintain such

TAXES AND LIENS. The following provisions relating to the taxes and liens on the Property are part of this Contract:

Payment. Owner shall pay when due (and in all events prior to delinquency) all taxes, special taxes, assessments, charges (including water and sewer), fines and impositions levied against or on account of the Property, and shall pay when due all claims for work done on or for services rendered or material furnished to the Property. Owner shall maintain the Property free of all liens having priority over or equal to the interest of Beneficiary under this Contract, except for the lien of taxes and assessments not due, except for the existing indebtedness referred to below, and except as otherwise provided in this Contract.

Right To Contest. Owner may withhold payment of any tax, assessment, or claim in connection with a good faith dispute over the obligation to pay, so long as Beneficiary's interest in the Property is not jeopardized. If a lien arises or is filed as a result of nonpayment, Owner shall within fifteen (15) days after the lien arises or, if a lien is filed, within fifteen (15) days after Owner has notice of the filing, secure the discharge of the lien, or if requested by Beneficiary, deposit with Beneficiary cash or a sufficient corporate surety bond or other security satisfactory to Beneficiary in an amount sufficient to discharge the lien plus any costs and Beneficiary's reasonable attorneys' fees or other charges that could accrue as a result of a foreclosure or sale under the lien. In any contest, Owner shall defend itself and Beneficiary and shall satisfy any adverse judgment before enforcement against the Property. Owner shall name Beneficiary as an additional obligee under any surety bond furnished in the contest proceedings.

Evidence of Payment. Owner shall upon demand furnish to Beneficiary satisfactory evidence of payment of the taxes or assessments and shall authorize the appropriate governmental official to deliver to Beneficiary at any time a written statement of the taxes and assessments against the Property.

EXPENDITURES BY LENDER. If not discharged or paid when due, Beneficiary may (but shall not be obligated to) discharge or pay any amounts required to be discharged or paid by Owner under this Contract, including without limitation all taxes, liens, security interests, encumbrances, and other claims, at any time levied or placed on the Collateral. Beneficiary also may (but shall not be obligated to) pay all costs for insuring, maintaining and preserving the Collateral. All such expenditures incurred or paid by Beneficiary for such purposes will then bear interest at the rate charged under the Note from the date incurred or paid by Beneficiary to the date of repayment by Owner. All such expenses shall become a part of the Indebtedness and, at Beneficiary's option, will (a) be payable on demand, (b) be added to the balance of the Note and be apportioned among and be payable with any installment payments to become due during either (i) the term of any applicable insurance policy or (ii) the remaining term of the Note, or (c) be treated as a balloon payment which will be due and payable at the Note's maturity. This Contract also will secure payment of these amounts. Such right shall be in addition to all other rights and remedies to which Beneficiary may be entitled upon the occurrence of an Event of Default. Notwithstanding the foregoing, any amounts added to the principal balance of the Note for insurance premiums paid by Beneficiary shall bear interest at the pre-maturity rate.

WARRANTY; DEFENSE OF TITLE. Owner warrants that Owner holds marketable title of record to the Property in fee simple, free and clear of all liens and encumbrances other than those set forth in any policy of title insurance issued in favor of, and accepted by, Beneficiary in connection with this Contract. In the event any action or proceeding is commenced that questions Owner's title or the interest of Trustee or Beneficiary under this Contract, Owner shall defend the action at Owner's expense. Owner may be the nominal party in such proceeding, but Beneficiary shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Owner will deliver, or cause to be delivered, to Beneficiary such instruments as may be requested by it from time to time to permit such participation.

CONDEMNATION. The following provisions relating to condemnation proceedings, judgments, decrees and awards for injury to the Property are a part of this Contract:

Application of Net Proceeds. To the extent permitted by applicable law, all judgments, decrees and awards for injury or damage to the Property, or any part of the Property, and awards pursuant to proceedings for condemnation of the Property, are hereby absolutely assigned to Beneficiary, and if all or any part of the Property is condemned by eminent domain proceedings or by any proceeding or purchase in lieu of condemnation, Beneficiary may at its election require that all or any portion of the net proceeds of the award be applied to the Indebtedness or the repair or restoration of the Property. The net proceeds of the award, judgment or decree shall mean the award after payment of all reasonable costs, expenses, and attorneys' fees incurred by Beneficiary in connection with the condemnation.

Proceedings. If any proceeding in condemnation is filed, Owner shall promptly notify Beneficiary in writing, and Owner shall promptly take such steps as may be necessary to defend the action and obtain the award. Owner may be the nominal party in such proceeding, but Beneficiary shall be entitled to participate in the proceeding and to be represented in the proceeding by counsel of its own choice, and Owner will deliver or cause to be delivered to Beneficiary such instruments and documentation as may be requested by Beneficiary from time to time to permit such participation.

DEFAULT. At Beneficiary's option, Owner will be in default under this Contract if any of the following happen:

Payment Default. Borrower fails to make any payment when due under the Indebtedness.

Break Other Promises. Borrower or Owner breaks any promise made to Beneficiary or fails to perform promptly at the time and strictly in the manner provided in this Contract or in any agreement related to this Contract.

False Statements. Any representation or statement made or furnished to Beneficiary by Borrower or Owner or on Borrower's or Owner's behalf under this Contract or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished.

Defective Collateralization. This Contract or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest or lien) at any time and for any reason.

Death or Insolvency. The death of Owner, insolvency, appointment of a receiver for any part of Owner's property, any assignment for the benefit of creditors, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Owner.

Taking of the Property. Any creditor or governmental agency tries to take any of the Property or any other of Borrower's or Owner's property in which Beneficiary has a lien. This includes taking of, garnishing of or levying on Borrower's or Owner's accounts with Beneficiary. However, if Borrower or Owner disputes in good faith whether the claim on which the taking of the Property is based is valid or reasonable, and if Borrower or Owner gives Beneficiary written notice of the claim and furnishes Beneficiary with monies or a surety bond satisfactory to Beneficiary to satisfy the claim, then this default provision will not apply.

Existing Indebtedness. The payment of any installment of principal or any interest on the Existing Indebtedness is not made within the time

required by the promissory note evidencing such indebtedness, or a default occurs under the instrument securing such indebtedness and is not cured during any applicable grace period in such instrument, or any suit or other action is commenced to foreclose any existing lien on the Property.

Events Affecting Guarantor. Any of the preceding events occur with respect to any guarantor, endorser, surety, or accommodation party of any of the Indebtedness or such guarantor, endorser, surety, or accommodation party dies or becomes incompetent, unless the obligations arising under the guaranty and related agreements have been unconditionally assumed by the guarantor's estate in a manner satisfactory to Beneficiary.

RIGHTS AND REMEDIES ON DEFAULT. Upon the occurrence of any Event of Default and at any time thereafter, Trustee or Beneficiary, at its option, may exercise any one or more of the following rights and remedies, in addition to any other rights or remedies provided by law:

Accelerate Indebtedness. Beneficiary shall have the right at its option without notice to Borrower or Owner to declare the entire Indebtedness immediately due and payable, including any prepayment penalty that Borrower would be required to pay.

Foreclosure. If Beneficiary invokes the power of sale, Trustee, at the request of Beneficiary, may sell all or any portion of the Property at public auction to the highest bidder for cash at the location within the courthouse designated by the County Commissioners Court, or if no such area has been designated, at the area designated in the notice of sale within the courthouse, between the hours of 10:00 A.M. and 4:00 P.M. on the first Tuesday of any month, after Beneficiary or its agent has given notice of the time, place, and terms of sale and of the property to be sold as required by the Texas Property Code, as then amended.

UCC Remedies. With respect to all or any part of the Personal Property, Beneficiary shall have all the rights and remedies of a secured party under the Uniform Commercial Code.

Collect Rents. As additional security for the payment of the Indebtedness, Owner hereby assigns to Beneficiary all Rents as defined in the Definitions section of this Contract. Beneficiary shall have the right at any time, and even though no Event of Default shall have occurred under this Contract, to collect and receive the Rents. Beneficiary shall provide any notice required by applicable law with regard to such enforcement of its right to collect and receive the Rents. In addition, if the Property is vacant, Owner may rent or lease the Property. Beneficiary shall not be liable for its failure to rent the Property, to collect any Rents, or to exercise diligence in any matter relating to the Rents; Beneficiary shall be accountable only for Rents actually received. Beneficiary neither has nor assumes any obligation as lessor or landlord with respect to any occupant of the Property. Any Rents so received shall be applied by Beneficiary first to the remaining unpaid balance of the Indebtedness, in such order or manner as Beneficiary shall elect, and the residue, if any, shall be paid to the person or persons legally entitled to the residue.

Substitute Trustee. Beneficiary, at Beneficiary's option, from time to time, and more than once, may appoint in writing a successor or substitute trustee, with or without cause, including the resignation, absence, death, inability, refusal or failure to act of the Trustee. The successor or substitute trustee may be appointed without ever requiring the resignation of the former trustee and without any formality except for the execution and acknowledgment of the appointment by the beneficiary of this Contract. The successor or substitute trustee shall then succeed to all rights, obligations, and duties of the Trustee. This appointment may be made on Beneficiary's behalf by the President, any Vice President, Secretary, or Cashier of Beneficiary.

Appoint Receiver. Beneficiary shall have the right to have a receiver appointed to take possession of all or any part of the Property, with the power to protect and preserve the Property, to operate the Property preceding foreclosure or sale, and to collect the Rents from the Property and apply the proceeds, over and above the cost of the receivership, against the Indebtedness. The receiver may serve without bond if permitted by law. Beneficiary's right to the appointment of a receiver shall exist whether or not the apparent value of the Property exceeds the Indebtedness by a substantial amount. Employment by Beneficiary shall not disqualify a person from serving as a receiver.

Tenancy at Sufferance. If Owner remains in possession of the Property after the Property is sold as provided above or Beneficiary otherwise becomes entitled to possession of the Property upon default of Borrower or Owner, Owner shall become a tenant at sufferance of Beneficiary or the purchaser of the Property and shall, at Beneficiary's option, either (1) pay a reasonable rental for the use of the Property, (2) vacate the Property immediately upon the demand of Beneficiary, or (3) if such tenants refuse to surrender possession of the Property upon demand, the purchaser shall be entitled to institute and maintain the statutory action of forcible entry and detainer and procure a writ of possession thereunder, and Owner expressly waives all damages sustained by reason thereof.

Sale of the Property. To the extent permitted by applicable law, Borrower and Owner hereby waives any and all rights to have the Property marshalled. In exercising its rights and remedies, the Trustee or Beneficiary shall be free to sell all or any part of the Property together or separately, in one sale or by separate sales. Beneficiary shall be entitled to bid at any public sale on all or any portion of the Property. Trustee may convey all or any part of the Property to the highest bidder for cash with a general warranty binding Owner, subject to prior liens and to other exceptions to conveyance and warranty.

Proceeds. Trustee shall pay the proceeds of any sale of the Property (a) first, to the expenses of foreclosure, including reasonable fees or charges paid to the Trustee, including but not limited to fees for enforcing the lien, posting for sale, selling, or releasing the Property, (b) then to Beneficiary the full amount of the Indebtedness, (c) then to any amount required by law to be paid before payment to Owner, and (d) the balance, if any, to Owner.

Election of Remedies. All of Lender's rights and remedies will be cumulative and may be exercised alone or together. An election by Beneficiary to choose any one remedy will not bar Beneficiary from using any other remedy. If Beneficiary decides to spend money or to perform any of Owner's obligations under this Contract, after Owner's failure to do so, that decision by Beneficiary will not affect Beneficiary's right to declare Owner in default and to exercise Beneficiary's remedies.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Contract:

Amendments. What is written in this Contract and in the Related Documents is Owner's entire agreement with Beneficiary concerning the matters covered by this Contract. To be effective, any change or amendment to this Contract must be in writing and must be signed by whoever will be bound or obligated by the change or amendment.

Attorneys' Fees; Expenses. If the Indebtedness secured by this Contract is referred for collection after default to an attorney who is not Beneficiary's salaried employee, Owner will pay all amounts Beneficiary actually incurs as court costs and Beneficiary's reasonable attorneys' fees. If Beneficiary forecloses on any Property, Owner agrees to pay any reasonable fees or charges paid to any Trustee in connection with this Contract, including without limitation fees for enforcing the lien, posting for sale, selling, or releasing the Property.

Caption Headings. Caption headings in this Contract are for convenience purposes only and are not to be used to interpret or define the provisions of this Contract.

Merger. There shall be no merger of the interest or estate created by this Contract with any other interest or estate in the Property at any time held by or for the benefit of Beneficiary in any capacity, without the written consent of Beneficiary.

Joint and Several Liability. All obligations of Borrower and Owner under this Contract shall be joint and several, and all references to Owner shall mean each and every Owner, and all references to Borrower shall mean each and every Borrower. This means that each Owner signing below is responsible for all obligations in this Contract.

Governing Law. This Contract will be governed by federal law applicable to Beneficiary and, to the extent not preempted by federal law, the laws of the State of Texas without regard to its conflicts of law provisions. This Contract has been accepted by Beneficiary in the State of Texas.

No Waiver by Beneficiary. Owner understands Beneficiary will not give up any of Beneficiary's rights under this Contract unless Beneficiary does so in writing. The fact that Beneficiary delays or omits to exercise any right will not mean that Beneficiary has given up that right. If Beneficiary does agree in writing to give up one of Beneficiary's rights, that does not mean Owner will not have to comply with the other provisions of this Contract. Owner also understands that if Beneficiary does consent to a request, that does not mean that Owner will not have to get Beneficiary's consent again if the situation happens again. Owner further understands that just because Beneficiary consents to one or more of Owner's requests, that does not mean Beneficiary will be required to consent to any of Owner's future requests. Owner waives presentment, demand for payment, protest, notice of dishonor, notice of intent to accelerate, and notice of acceleration.

Notices. Any notice required to be given under this Contract shall be given in writing, and shall be effective when actually delivered, when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail postage prepaid, directed to the addresses shown near the beginning of this Contract. Any person may change his or her address for notices under this Contract by giving formal written notice to the other person or persons, specifying that the purpose of the notice is to change the person's address. For notice purposes, Owner agrees to keep Beneficiary informed at all times of Owner's current address. Unless otherwise provided or required by law, if there is more than one Owner, any notice given by Beneficiary to any Owner is deemed to be notice given to all Owners. It will be Owner's responsibility to tell the others of the notice from Beneficiary.

Payment of Interest and Fees. No matter what else may be stated in any other provision of this Contract or in any other document Owner may have with Beneficiary, Owner does not agree or intend to pay, and Beneficiary does not agree or intend to charge any interest or fee for the Indebtedness which would in any way cause Beneficiary to contract for, charge or collect more for the Indebtedness than the maximum Beneficiary would be permitted to charge or collect by any applicable federal or Texas state law. Any such excess interest or unauthorized fee will be applied first to reduce the unpaid principal balance of the Indebtedness, and when the principal has been paid in full, be refunded to Owner.

Severability. If a court finds that any provision of this Contract is not valid or should not be enforced, that fact by itself will not mean that the rest of this Contract will not be valid or enforced. Therefore, a court will enforce the rest of the provisions of this Contract even if a provision of this Contract may be found to be invalid or unenforceable.

Successors and Assigns. Subject to any limitations stated in this Contract on transfer of Owner's interest, this Contract shall be binding upon and inure to the benefit of the parties, their successors and assigns. If ownership of the Property becomes vested in a person other than Owner, Beneficiary, without notice to Owner, may deal with Owner's successors with reference to this Contract and the Indebtedness by way of forbearance or extension without releasing Owner from the obligations of this Contract or liability under the Indebtedness.

Time is of the Essence. Time is of the essence in the performance of this Contract.

DEFINITIONS. The following words shall have the following meanings when used in this Contract:

Beneficiary. The word "Beneficiary" means FROST BANK, and its successors and assigns.

Borrower. The word "Borrower" means JARED K HOLBROOK and CARL L HOLBROOK and includes all co-signers and co-makers signing the Note and all their successors and assigns.

Contract. The word "Contract" means this Contract for Improvements with Deed of Trust and Power of Sale, as this Contract for Improvements with Deed of Trust and Power of Sale may be amended or modified from time to time, together with all exhibits and schedules attached to this Contract for Improvements with Deed of Trust and Power of Sale from time to time.

Contractor. The word "Contractor" means Mike Helmke + Associates, LLC

Environmental Laws. The words "Environmental Laws" mean any and all state, federal and local statutes, regulations and ordinances relating to the protection of human health or the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq. ("CERCLA"), the Superfund Amendments and Reauthorization Act of 1986, Pub. L. No. 99-499 ("SARA"), the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., or other applicable state or federal laws, rules, or regulations adopted pursuant thereto.

Event of Default. The words "Event of Default" mean any of the events of default set forth in this Contract in the default section of this Contract

Existing Indebtedness. The words "Existing Indebtedness" mean the indebtedness described in the Existing Liens provision of this Contract.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, disposed of, generated, manufactured, transported or otherwise handled. The words "Hazardous Substances" are used in their very broadest sense and include without limitation any and all hazardous or toxic substances, materials or waste as defined by or listed under the Environmental Laws. The term "Hazardous Substances" also includes, without limitation, petroleum and petroleum by-products or any fraction thereof and asbestos.

Improvements. For the purposes of the provisions following the "Contract for Improvements" heading and preceding the "Deed of Trust

Page 7

and Power of Sale" heading, the word "Improvements" has the meaning provided in the "Construction of Improvements" paragraph. For the purposes of the provisions following the "Deed of Trust and Power of Sale" heading, the word "Improvements" means all existing and future improvements, fixtures, buildings, structures, mobile homes affixed on the Real Property, facilities, additions, replacements and other construction on the Real Property.

Indebtedness. The word "Indebtedness" means all principal, interest, and other amounts, costs and expenses payable under the Note or Related Documents, together with all renewals of, extensions of, modifications of, consolidations of and substitutions for the Note or Related Documents and to the extent permitted by Texas law, any amounts expended or advanced by Beneficiary to discharge Owner's obligations or expenses incurred by Beneficiary to enforce Owner's obligations under this Contract, together with interest on such amounts as provided in this Contract.

Note. The word "Note" means the promissory note dated July 9, 2014, in the original principal amount of \$229,998.25 from Borrower to Beneficiary, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the promissory note or agreement.

Owner. The word "Owner" means JARED HOLBROOK and CARI MORRISON and any and all persons and entities executing this Contract, including without limitation all Borrowers and Owners named above. Any Owner who signs this Contract, but does not sign the Note, is signing this Contract only to grant and convey that Owner's interest in the Real Property and to grant a security interest in Owner's interest in the Rents and Personal Property to Lender and is not personally liable under the Note except as otherwise provided by contract or law.

Personal Property. The words "Personal Property" mean all equipment, fixtures, and other articles of personal property now or hereafter owned by Owner, and now or hereafter attached or affixed to the Real Property; together with all accessions, parts, and additions to, all replacements of, and all substitutions for, any of such property; and together with all proceeds (including without limitation all insurance proceeds and refunds of premiums) from any sale or other disposition of the Property.

Property. The word "Property" means collectively the Real Property and the Personal Property.

Real Property. The words "Real Property" mean the real property, interests and rights, as further described in this Contract.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, loan agreements, environmental agreements, guaranties, security agreements, mortgages, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Indebtedness. The words "Related Documents" also mean and include any and all construction contracts between Owner and Contractor together with any and all subcontracts relating to the Improvements.

Rents. The word "Rents" means all present and future rents, revenues, income, issues, royalties, profits, and other benefits derived from the Property. The word "Rents" shall also mean all "Rents" as defined in Chapter 64 of the Texas Property Code.

Trustee. The word "Trustee" means JIMMY R. LOCKE, whose address is P. O. BOX 1600, SAN ANTONIO, TX 78296, and any substitute or successor trustees.

THIS DOCUMENT IS EXECUTED ON 07-09-2014.

THE OWNERS ACKNOWLEDGE RECEIPT OF A COPY OF THIS CONTRACT WITH ALL BLANKS COMPLETED.

For the purposes of the following disclosure, "you" and "your" mean Owner:

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

This contract is subject to Chapter 27 of the Texas Property Code. The provisions of that chapter may affect your right to recover damages arising from the performance of this contract. If you have a complaint concerning a construction defect arising from the performance of this contract and that defect has not been corrected through normal warranty service, you must provide the notice required by Chapter 27 of the Texas Property Code to the contractor by certified mail, return receipt requested, not later than the 60th day before the date you file suit to recover damages in a court of law or initiate arbitration. The notice must refer to Chapter 27 of the Texas Property Code, and must describe the construction defect. If requested by the contractor, you must provide the contractor an opportunity to inspect and cure the defect as provided by Section 27.004 of the Texas Property Code.

OWNER:

JARED HOLBROOK, Individually

CARI MORRISON, Individually

CONTRACTOR:				
Mike Helmke + ASSOCIATES, LLC By Clube Helmke + Associates, LLC Mike Helmke, Owner of Mike Helmke + Associates, LLC				
INDIVIDUAL ACKNOWLEDGMENT				
STATE OF ILLOW COUNTY OF BUILD)) ss)			
JARVIS RAY MOORE Notary Public, State of Texas My Commission Expires March 05, 2018	9. JA. 20/4 by JARED HOLBROOK. Notary Public, State of Texas			
INDIVIDUAL ACKNOWLEDGMENT				
STATE OF)) SS)			
This instrument was acknowledged before me on JARVIS RAY MOORE Notary Public, State of Texas My Commission Expires March 05, 2018	9 dt , 20 1 4 by CARI MORRISON. Notary Public, State of Texas			

Page 9

LIMITED I	LIABILITY	COMPANY	ACKNOWL	EDGMENT

STATE OF) SS **COUNTY OF**

This instrument was acknowledged before me on Helmke + Associates, LLC, a member on behalf of Mike

by Mike Helmke, Owner of Mike ssociates, LLC, a limited liability company

JARVIS RAY MOORE Notary Public, State of Texas My Commission Expires March 05, 2018

Originator Names and Nationwide Mortgage Licensing System and Registry IDs:

Organization: FROST BANK

NMLSR ID: 431208

Individual: Moore, Billy Ray

NMLSR ID: 539138

034 Copr. Harland Financial Solutions, Inc. 1997, 2014. D:\SOFTWARE\LASERPRO\CFI\LPL\G15.FC TR-678083 PR-129 LASER PRO Lending, Ver. 13.4.0.034

All Rights Reserved.

- TX

Doc# 20140129861 Fees: \$58.00 07/31/2014 3:31PM # Pages 9 Filed & Recorded in the Official Public Records of BEXAR COUNTY GERARD C. RICKHOFF COUNTY CLERK

Any provision herein which restricts the sale, or use of the described real property because of race is invalid and unenforceable under Federal law STATE OF TEXAS, COUNTY OF BEXAR I hereby Certify that this instrument was FILED in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Real Property of Bexar County, Texas on:

Public, State of Texas

JUL 3 1 2014

COUNTY CLERK BEXAR COUNTY, TEXAS

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.

Owelty of Partition Deed

Date: August $\underline{19}$, 2020

Grantor: JARED HOLBROOK

Grantor's Mailing Address: 2711 Carnegie, Bradenton, Manatee County, Florida 34207

Grantee: CARI HOLBROOK f.k.a. CARI MORRISON

Grantee's Mailing Address: 10314 Dreamland Dr., San Antonio, Bexar County, Texas 78230.

Consideration: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration in hand paid, the receipt, sufficiency and fairness of which consideration is hereby acknowledged and confessed and the execution and delivery by Grantee hereof of their one certain promissory note of even date herewith in the original principal sum of SEVENTY THOUSAND AND NO/100 DOLLARS (\$70,000.00) payable to the order of Grantor. The note is secured by a first and superior vendor's lien, an owelty lien, and superior title retained in this deed in favor of Grantor and by a first-lien deed of trust of even date from Grantee to Sarah Bassler Harter and/or Thomas G. Bassler, Trustee.

Property (including any improvements): Lot 21 and 22, New City Block 11668, EMMA CARVER, in the City of San Antonio, Bexar County, Texas, according to the plat thereof recorded in Volume 980, Page(s) 316, Deed and Plat Records of Bexar County, Texas; more commonly known as 10314 Dreamland Dr., San Antonio, Texas 78230.

Property Portion Conveyed (including any improvements): Any and all interest, including but not limited to one-half (1/2)

Reservations from Conveyance: None

Exceptions to Conveyance and Warranty: This conveyance is made and accepted expressly subject to any and all restrictions, reservations, covenants and easements, if any, relating to the hereinabove described Property, to the extent and only to the extent that same are still in force and effect and shown of record in the Office of the County Clerk of Bexar County, Texas, together with all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, but only to the extent that they are still in effect and relate to the hereinabove described Property.

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 bind Grantor's 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 vendor's lien and owelty lien against, and superior title to, the Property are retained until the note described is fully paid according to its terms, at which time this deed becomes absolute.

Owelty Recitals

First. Grantor and Grantee have agreed to the transfer of ownership and owelty of partition effected by this deed by separate Owelty of Partition Agreement dated August § 2020, between Grantor and Grantee, as cotenants of the Property.

Second. Grantor and Grantee, owning the Property as tenants in common, desire to effect a partition of the Property in order that Grantee own 100 percent of the Property in fee simple.

Third. The Property is not susceptible to partition in kind and, for Grantees to acquire the full fee simple title in and to the Property Portion Conveyed, it is necessary to fix a lien on the entirety of the Property in the amount of \$70,000.00. The lien represents an owelty of partition and the necessary adjustment between the parties to carry out the purposes of the partition. Grantee acknowledges that the vendor's lien, owelty lien or owelty of partition, and superior title are superior to Grantee's right to use and occupy the Property as Grantee homestead or otherwise as fully and completely as if the liens or owelty of partition were fixed and judicially decreed in a partition suit between Grantor and Grantee.

Grantee joins in the execution of this deed and binds Grantee's heirs, successors, and assigns in acceptance of the delivery of the deed. Grantee stipulates to Grantor and Grantor's heirs, successors, and assigns the following:
(a) the truth and correctness of the Recitals and the validity of the vendor's lien, owelty lien, superior title, and deed-of-trust lien securing the payment of the indebtedness, on the entirety of the full fee simple title to the Property; (b) the vendor's lien, owelty lien, superior title, and deed-of-trust lien are prior and superior to any right of use, occupancy, and homestead that Grantees may have or claim in and to the Property; and (c) the whole fee simple title to the Property is vested in Grantee under this deed.

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

GRANTOR:

THE STATE OF Florida &
COUNTY OF Manateo &

This instrument was acknowledged before me on this the _____ day of August, 2020, by JARED HOLBROOK.

Notary Public in and for the State of _____

GRANTEE:

CARI HOLBROOK f.k.a. CARI MORRISON

THE STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on this the _____ day of August, 2020, by CARI HOLBROOK f.k.a. CARI MORRISON.

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ATE OF TESS.

DA 130T1805 OA

Notary Public in and for the State of Texas

File Information

eFILED IN THE OFFICIAL PUBLIC eRECORDS OF BEXAR COUNTY LUCY ADAME-CLARK, BEXAR COUNTY CLERK

Document Number: 20200192367

Recorded Date: August 21, 2020

Recorded Time: 4:06 PM

Total Pages: 4

Total Fees: \$34.00

** THIS PAGE IS PART OF THE DOCUMENT **

** Do Not Remove **

Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was eFILED in File Number Sequence on this date and at the time stamped hereon by me and was duly eRECORDED in the Official Public Record of Bexar County, Texas on: 8/21/2020 4:06 PM

Lucy Adame-Clark Bexar County Clerk

Phone Your Want Add to G2211
7-Societies and Lodges
MASONTO MOTTOR ne Your Want Ad to G2211 I—ANNOUNCEMENTS Phone Your Want Ad to G2211 III....REAL ESTATE FOR RENT Phone Your Want Ads to G2211 II—REAL ESTATE FOR SALE Phone Your Want Ad to G2211 II-REAL ESTATE FOR SALE one Your Want Ad to G2211 Description of the Act to US22

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60-Aperm 31—Apartments, Unfurnished.

33—Apartments, Unfurnished.

35DFV FLACE, 12 W. W.—Southeast, enco and from a rooms, lengths; portion and the property of the pro Vecation Rock Lodge

Vecation Rock Lodge

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Completely repaired, including new
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terms, G-7223. Four rooms, new furnishings, colored tile bath, tiled kitchen, printer entrance, terrace, venetinds.

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Fig. 3-room bone, well tocaice. 43230, Fig. 3-room bone. Well tocaice. 43230, Fig. 3-room bone. Well tocaice. 43230, Fig. 3-room bone. 43210, Fig. 3 33—Houses, Unfurnished

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BOSTON 2219 W.—A bone, 5 comes,
BOSTON, 2219 W.—A bone, 5 comes,
BOSTON, 2219 W.—A bone, 5 comes,
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you with him there. Recently up did by was with ski champ can Chaude. Killy on a Mike boughas show. They agreed it occlaims a singing and sking stone. "It was a bid deal," where Buddy. "The worst that on happen to him is laryngitis, the loss that can happen in mental that happen in the case of the case of

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interesting the stone of the stone
stone, minded experts [8 and 50 Mexico's president-elect win
p n. Jic has
a stane office Dec. 1.

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Jessica L. Anderson (OHP)

From: Cari Holbrook

Sent: Tuesday, March 16, 2021 12:11 PM

To: Jessica L. Anderson (OHP)

Subject: [EXTERNAL] Historic Landmark Designation: 10314 Dreamland Dr

Attachments: House pic1.jpg; House pic2.jpg; House pic3.jpg; House pic4.jpg; Oak Lodge Original pic.jpg; House

features1.jpg; House features2.jpg; House features3.jpg; House features4.jpg; House features5.jpg;

Spearwood Sunday School.jpg

Hi Jessica,

I hope this email finds you well.

My apologies for the delay in submitting the remainder of the application. In reviewing the list of criteria for evaluation I would propose #s 5, 8 and 10.

Please see below a brief write up for eligibility, and attached pictures:

Our home was believed to have been built in the late 1920s and was designed as a hunting lodge called Oak Lodge. Previous owners, Twila and Howard E. Spears, purchased the home from the builder in 1936, according to legal deeds. According to grandson Doug Spears who lives next door, Mr. Spears was a military veteran. During World War II and throughout "the war years" he led Spearwood Sunday School in the living room for neighborhood kids 1941-1960. 3 generations of Spears were raised and housed here from 1936 - 2000 when we purchased the home. Much of the home's original, distinctive features, materials and workmanship are still in place today including rock

fireplaces, cabinets with butterfly hinges, doors with glass knobs and skeleton keys, windows, wood burning stove, light fixtures and wood flooring.

Please let me know if I can answer any questions or provide additional information. I look forward to hearing from you.

Best Regards, Cari Holbrook

On Tue, Oct 27, 2020 at 1:05 PM Cari Holbrook

wrote

Excellent, thanks Jessica. I assumed as much, and hoped you wouldn't mind me sending items as they are completed so I keep the momentum going:)

Best Regards, Cari Holbrook

On Tue, Oct 27, 2020 at 12:58 PM Jessica L. Anderson (OHP) < Jessica. Anderson@sanantonio.gov> wrote:

Great to hear! This will be a fun case to write.

The application isn't considered complete until I receive the pictures and your statement, but I'll absolutely start a file, so don't hesitate to send stuff as it's ready.







