

1 Filed for record Sept.18,1925 at 3:00 o'clock P.M. Recorded Sept.22,1925 at 8:15 o'clock A.M.

2 Albert Townsend Clerk County Court Harris County Texas By Myerson Deputy.

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4 NO.205172

5 H. E. Tomlinson, et ux To Harry E. Richards, et ux

6 General Warranty Deed.

7 The State of Texas. County of Harris: Know all men by these presents: That we,  
8 H. E. Tomlinson and wife, Alma Tomlinson, of Harris County, Texas, for and in consideration  
9 of the sum of Eight Thousand Three Hundred Ten and No/100 Dollars (\$8310.00) paid, and  
10 secured to be paid, by Harry E. Richards and wife, Ruth Newsome Richards, of Harris County,  
11 Texas, in the following manner, to-wit: Of the consideration above named the sum of Seven  
12 Hundred Sixty and No/100 Dollars (\$760.00) is this day cash in hand paid, the receipt of  
13 which is hereby acknowledged, and the balance of said consideration is evidenced by the  
14 execution and delivery by the said Harry E. Richards and wife, Ruth Newsome Richards of their  
15 certain promissory notes as follows, to-wit:

16 First: One certain principal note numbered 1, of even date herewith, payable to bearer,  
17 or if registered to the registered holder thereof at the office of San Jacinto Trust Company,  
18 in the City of Houston, Harris County, Texas, for the sum of \$4250.00 due and payable Four  
19 Years after date, bearing interest from date until maturity at the rate of 6 1/2 per cent  
20 per annum, said interest payable at the times and in the amounts as shown by interest  
21 coupons annexed to said note, with interest on past due principal and interest, if any, at the  
22 rate of 10% per annum, said note providing in effect that if default is made in the payment  
23 of the principal or any installment of interest as the same becomes due and payable, then  
24 the legal holder thereof shall have the option to declare it immediately due and payable and  
25 may thereupon foreclose the lien given to secure its payment, and containing the usual ten  
26 per cent attorney's fees clause, which said note and the liens securing its payment shall be  
27 and the same is hereby expressly declared to be first and superior liens against the  
28 hereinafter described property, premises and improvements:

29 Second: Eight (8) certain interest notes numbered from 1 to 8 inclusive, of even date  
30 herewith, each payable to bearer at the office of San Jacinto Trust Company, in Houston, Texas,  
31 bearing interest from maturity at the rate of ten per cent per annum, and containing ten per  
32 cent attorney's fees clause, each of said notes being for the sum of \$10.63, by their terms  
33 due and payable in 6, 12, 18, 24, 30, 36, 42 and 48 months after date respectively, which said  
34 notes and the liens securing their payment shall be and the same are hereby expressly  
35 declared to be Third liens as against the hereinafter described property, premises and  
36 improvements; junior and inferior to the one certain principal note described Paragraph First  
37 above and the one certain principal note described in Paragraph Third following.

38 Third: One certain principal Promissory note of even date herewith, payable to the order  
39 of H. E. Tomlinson at the office of San Jacinto Trust Company, in the City of Houston,  
40 Harris County, Texas, for the principal sum of \$3300.00, bearing interest from date at the  
41 rate of 8% per annum, interest payable monthly, all past due principal and interest to bear  
42 interest at the rate of 10% per annum, said note is payable in monthly installments of not  
43 less than \$55.00 each, including interest, and as said payments are made they are to be  
44 applied first to the payment of all interest accrued to the time of such payment, and the  
45 balance, if any, to be applied on the principal; the first one of said installments is to  
46 become due and payable on or before October 3rd, 1925 and a like installment is to become due  
47 and payable on or before the same day of each and every calendar month thereafter, until said  
48 note, principal and interest is fully and finally paid, said note containing accelerating

1 maturity and 10% Attorney's fees Clauses, which said note and the liens securing its  
 2 payment shall be and the same are hereby expressly declared to be Second Liens as against the  
 3 hereinafter described property, premises and improvements; junior and inferior to the one  
 4 certain principal note described in Paragraph First above, but superior to the eight certain  
 5 interest notes described in Paragraph Second above. The above described notes being  
 6 secured by the Vendor's Lien hereinafter retained, upon the hereinafter described property,  
 7 and by Deed of Trust on the hereinafter described property, of even date herewith, executed  
 8 and delivered by Harry E. Richards and wife, Ruth Newsome Richards, to San Jacinto Trust  
 9 Company, Trustee, here referred to for all purposes, have granted, bargained, sold and conveyed,  
 10 and by these presents do grant, bargain, sell and convey unto the said Harry E. Richards and  
 11 wife Ruth Newsome Richards, all that certain lot, tract, or parcel of land located and  
 12 situated in the County of Harris, State of Texas, designated and described as follows, to-wit:  
 13 The West Twenty five (25) feet of Lot No. Fourteen (14) and the adjoining East Thirty five  
 14 (35) feet of Lot No. Thirteen (13) in Block No. Three (3) Dearborn Place an Addition to the  
 15 City of Houston, Harris County, Texas, according to Map or Plat thereof which is recorded in  
 16 Vol. 6 page 58 of the Map Records of Harris County, Texas, to which reference is here made for  
 17 all purposes.

To have and to hold, the above described property and premises,  
 18 together with all and singular the rights, privileges and appurtenances thereto in anywise  
 19 belonging, unto the said Harry E. Richards and wife, Ruth Newsome Richards, their heirs and  
 20 assigns forever, and we hereby bind ourselves, our heirs, executors and administrators, to  
 21 warrant and forever defend, all and singular the said described property and premises unto the  
 22 said Harry E. Richards and wife, Ruth Newsome Richards, their heirs and assigns against every  
 23 person whomsoever lawfully claiming, or to claim the same, or any part thereof.

But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above  
 24 described property and premises, until the above described notes, and all interest thereon  
 25 are fully paid according to the face, tenor, effect and reading thereof, when this deed  
 26 shall become absolute. It is expressly agreed between the parties hereto that the  
 27 Grantors will pay Taxes on the property herein described and all improvements thereon for the  
 28 year 1925 to the date of this conveyance, and that the Grantees herein will pay all such taxes  
 29 for the year 1925 from and after the date of this conveyance.

30 This deed is delivered by the Grantor and accepted by the Grantee with the distinct understanding  
 31 and agreement that the conveyance hereby made is subject to the following restrictions, covenants  
 32 and conditions, which is agreed shall be covenants running with the land, until January 1, 1944  
 33 to-wit:

1.

34 The land herein described shall be used for residence purposes only and shall never be sold,  
 35 conveyed, transferred, leased or rented to any except a person of the Caucasian race.

2.

36 No business house or houses, saloon, hospital, apartment nor residence designed to house more  
 37 than one family, place of public entertainment, store, or place of business of any kind or  
 38 character, or a public resort of any kind or character shall be erected or maintained on said land

3.

39 No residence shall be erected on said premises, including the porches on said residence,  
 40 nearer to any of the side property lines thereof than four feet; nor nearer to the front  
 41 property lines than twenty five feet; furthermore, the residence shall not face any side  
 42 street, but shall face only the street on which the lot faces.

4.

43 No residence shall be built or constructed on less than one full size lot as shown on the Plot  
 44 or Plan of the above addition.

5.

1 No residence shall be constructed on any lots in Dearborn Place Addition fronting on West  
 2 Alabama Avenue, and on Richmond Avenue costing less than \$7,500.00 and no residence shall be  
 3 constructed on any lots in said addition fronting on Sul Ross, West Main, Branard and  
 4 Colquitt Avenues costing less than \$5,000.00 and no residence on any lot in Dearborn Place  
 5 Addition shall be erected with exterior of any material other than Brick, Hollow Tile,  
 6 Stucco or Concrete, but this shall not apply to servants houses, stables, barns, garages  
 7 or out houses. 6.

8 The Grantor reserves the right at all times to enter along the rear property lines of the lots  
 9 in this addition within a distance of five feet of such line for the purpose of installing,  
 10 taining, operating and repairing, gas, water, sewerage, telephone and electric light main-  
 11 service, and reserves the right to grant such rights and privileges to any and all public  
 12 utility companies, and the right of ingress and egress and reasonable excavation and use of  
 13 said premises is expressly reserved for said purposes.

14 It is expressly understood and agreed that these restrictions shall run with the land, and be  
 15 binding upon the Grantee, their heirs, executors and administrators, and upon any future  
 16 owner, during the life of the grantors, and shall continue in full force and effect for  
 17 twenty one years after the death of the grantor. Furthermore, these restrictions and  
 18 reservations are made for the benefit of all persons who may now own, or who may hereafter own  
 19 property in Dearborn Place and such persons are specifically given the right to enforce these  
 20 restrictions and reservations.

21 In testimony whereof, witness my hand at Houston, Texas, on this the 3rd day of September A.D.1925

22 H. E. Tomlinson. Alma Tomlinson. (Stamps can. \$8.50).

23 State of Texas. County of Harris: Before me, the undersigned authority, on this day  
 24 personally appeared, H.E.Tomlinson, known to me to be the person whose name is subscribed  
 25 to the foregoing instrument, and acknowledged to me that he executed the same for the  
 26 purposes and consideration therein expressed.

27 Given under my hand and seal of office this 4th day of September A.D.1925.

28 M.L.Battersby Notary Public in and for Harris County Texas (Seal.#1968).

29 State of Texas. County of Harris: Before me, the undersigned authority, on this day  
 30 personally appeared, Alma Tomlinson, wife of H.E. Tomlinson, known to me to be the person  
 31 whose name is subscribed to the foregoing instrument, and having been by me examined privily  
 32 and apart from her husband, and having the same fully explained to her, she, the said  
 33 Alma Tomlinson, acknowledged such instrument to be her act and deed, and declared that she  
 34 had willingly signed the same for the purposes and consideration therein expressed, and that  
 35 she did not wish to retract it.

36 Given under my hand and seal of office this 4th day of September A.D.1925.

37 M.L.Battersby Notary Public in and for Harris County Texas (Seal. #1969).

38 Filed for record Sept.18,1925 at 3:00 o'clock P.M. Recorded Sept.22,1925 at 9:00 o'clock A.M.

39 Albert Tomlinson Clerk County Court Harris County Texas. By M. J. Battersby Deputy.

40  
 41 NO. 205173.

42 Peoples Home Investment Co  
 43 By Pres.

To.

E. J. Burke.

Assignment of V/L & D/T

44 The State of Texas. County of Harris: Know all men by these presents: That Peoples  
 45 Home Investment Company, a corporation, duly organized and existing under and by virtue of  
 46 the Laws of the State of Texas, domiciled in the City of Houston, Harris County, Texas, for  
 47 and in consideration of the sum of Ten and no/100 Dollars (\$10.00) cash this day in hand  
 48 paid by E. J. Burke, the receipt whereof is hereby acknowledged and confessed, has sold, assigned