

L.P.DAVIS - to- C.C.WALSH, Trustee for MILLER & SAYERS

Deed of Trust, Dated May 29th, 1903, Filed for record  
May 30th, 1903, Recorded in Deed of Trust Book K, pp. 416-418.

CONSIDERATION: Ten Dollars to me in hand paid by C.C. Walsh etc.

DESCRIPTION:

"That certain tract or parcel of land of 503 $\frac{1}{2}$  acres in Guadalupe County, Texas, part of the Jose de la Baume six leagues grant, and a portion of subdivision No. 2 in the partition of the "Capote Farm", described as follows: BEGINNING at the N.W. corner of said subdivision No. 2 on the south bank of what is now the old channel of the Guadalupe River, from which a water elm 20 inches in diameter bears S. 15° W. 10 varas or 27- $\frac{3}{4}$  feet, and a hackberry 10 inches in diam. brs. S. 40 W. 5 $\frac{1}{2}$  vrs. or 14 $\frac{1}{2}$  feet. Thence with the western boundary of said subdivision No. 2, S. 15° W. 2339 yds. to the Spring Branch 3022- $\frac{2}{3}$  yds. to a stake, 112- $\frac{2}{3}$  vds N. 15 E. from the corner of said subdivision No. 2 on the Leesville road from which a P.O. 8 in. diam. brs. S. 52 $\frac{1}{2}$ ° W. 27 ft. and a P.O. 12 in. diam. brs. S. 45° E. 61 $\frac{1}{2}$  ft. Thence S. 75° E. 715- $\frac{1}{3}$  yds. to a stake from which a P.O. 11 inches diam. brs. S. 25° W. 6 $\frac{1}{2}$  ft. and a p.o. 5 in. diam. brs. N. 65 $\frac{1}{2}$ ° E. 20 ft. Thence N. 15° E. at 778 yards the centre of Spring Branch, at 1053 yds. to field fence 3438 yards to the Guadalupe River where a stake was set about 6 ft. from the edge of the water from which a box elder 6 in. diam. brs. S. 47° E. 1 foot, a box elder 20 in. diam. brs. S. 27 $\frac{1}{2}$ ° E. 30 ft. Thence up the river with its meanders to the intersection with the old channel of the river, and up said old channel with its meanders to the place of beginning, the perpendicular front on the river, (old channel and present bed) being 72 yards.

THIS CONVEYANCE, however, is intended as a trust for the better securing of Miller & Sayer of the County of Gonzales, and State of Texas in the payment of one certain promissory note of which the following is a substantial copy:

"no. 10162

Gonzales, Texas, May 29, 1903.

"January 1st, 1904 after date, I promise to pay to Miller and Sayers, or order, at their office in Gonzales, Seven Thousand Dollars in United States Gold Coin of the present standard of weight and fineness, or its equivalent, with interest at the rate of 8 per cent per ann from date and ten per cent for attorney's fees, the cost of collection, if not paid at maturity.

L. P. DAVIS --- to --- C. C. WALSH, Trustee for MILLER & SAYERS  
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Continued.....1

Said note signed by L.P.Davis.

"upon payment of which said Promissory note.....this  
conveyance is to become null...."

The usual powers of sale of said property etc. are  
given the trustee, and the usual powers of appointing substitute  
trustee, declaring lien foreclosed etc. are given the beneficiary.

ACKNOWLEDGMENT:

THE STATE OF TEXAS

COUNTY OF GONZALES

Before me, W.J.Bright a Notary Public in  
and for said County and State, on this day personally appeared  
L.P.Davis, known to me to be the person whose name is subscribed  
to the foregoing instrument and acknowledged to me that \_ execut-  
ed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 29th day  
of May, A.D. 1903.

(SEAL)

W.J.Bright, Notary Public,  
Gonzales County, Texas.