

No.

Glenstuff et
ux

To vs.
G. W. Owens & Co.

Builders etc
Spin Contract

Filed November 5, 1908
J. Adams
Clerk County Court Collin
County, Texas.

By G. E. Strother
Deputy.

GARNETT & HUGHSTON,

Attorneys for

copy 2.00
file 1.50

The State of Texas

County of Collin.

This contract entered into this, the second day of November, 1908, between G. W. Owens & Co., Party of the First Part, and Glen Stiff and his wife, Edna Stiff, Parties of the Second Part, witnesseth: That the said Glen Stiff and wife are the owners of a certain tract of land described as follows:

Situated in Collin County, Texas, in the town of McKinney, a part of the William Davis survey and a part of a lot conveyed by W. A. Rhea to Henry M. Parvin by deed dated July 20th, 1900, and recorded in Vol. 91 pages 623 - 4 and 5 of the Deed Records of Collin County, Texas. Beginning at a stake in the North line of said lot or block deeded by W. A. Rhea to Henry M. Parvin 94-3/4 feet west of the Northeast corner thereof, and in the South line of Hunt Street. Thence South 150 feet a stake. Thence West 75 feet to a stake. Thence North 150 feet to Hunt Street a stake. Thence East with said Street 75 feet to the place of beginning, and being the same lot described in a deed from H. M. Parvin and Eliza Parvin to Glen Stiff and his wife, Edna Stiff, of date October 16th, 1908, and recorded in Vol. 153 pages 1 and 2 of Collin County Deed Records, and reference is made to it for a better description of said lot. That said lot of land is intended to be the homestead of the parties of the second part, and that said parties of the first part are lumber dealers and material men and contractors. There is at present no residence, out-houses or other improvements on said lot, but the parties of the second part intend to live upon it and use it as their homestead, and are desirous of obtaining lumber, material, labor etc., in order to erect such necessary improvements thereon.

Now, therefore, know all men by these presents, that in consideration of the sum of one dollar to us in hand paid by the said G. W. Owens & Company, the receipt of which is hereby acknowledged, and the further consideration that the said G. W. Owens & Company shall furnish the parties of the second part lumber, material, labor, etc., in the sum of fourteen hundred eighty six and 70/100

(\$1486.70) Dollars, to be used by the parties of the second part in erecting a residencehouse and other necessary improvements thereon on said lot, and the same is not to be used by the party of the second part for any other purpose whatever except for the improvement of said lot necessary and reasonable to make it their homestead for the parties of the second part to live upon. The parties of the second part covenant, agree and bind themselves to pay the parties of the first part said sum of \$1486.70 as follows: Thirty Dollars on the first day of each and every month until the same shall have been fully paid. That is to say, thirty dollars on the first day of December, 1908, thirty dollars on the first day of each and every month during the years of 1909, 1910, 1911 and 1912, and then the balance of \$16.70 on the first day of January, 1913. The same is not to bear interest until the maturity of each monthly installment or payment.

It is further agreed and understood that a failure to pay the said monthly installment of thirty dollars on the first day of the month when it falls due, shall, at the option of G. W. Owens & Co., or the owners and holders hereof, mature all other installments thereafter to become due and make all the same immediately due and payable.

It is further agreed that in the event any monthly payment herein provided for is not paid when it falls due under this contract, it shall bear interest from such time until it is paid at ten per cent per annum. In order to secure the payment of said sum of \$1486.70, the parties of the second part do hereby give, grant, covenant, convey and transfer a mechanic's, contractors, builders and material man's lien on said lot and all improvements to be placed thereon in order to secure the payment of said sum of money under the terms of this contract. The intention being that the said G. W. Owens & Co., shall have a mechanic's, contractors, builders and material man's lien on said lot of land and the improvements to be placed thereon to secure said sum of money under this contract as fully and as completely as we can contract, convey and give such lien under the laws of Texas, and especially under Title

66, Chapter 2, Revised Statutes of the State of Texas.

The parties of the first part agree and bind themselves at their own cost and expense to keep the buildings to be erected on said lot insured in some solvent fire insurance company doing business under the laws of the State of Texas for the benefit of the said G. W. Owens & Co., or their assignees, in a sum sufficient to pay the amount they may owe under this contract, and all insurance on the buildings on said lot, no matter in whose name it shall be taken, shall belong to the said G. W. Owens & Co., or their assignees as their interests may appear until said sum of money shall have been fully paid off, and the said G. W. Owens & Co., or the legal owners hereof, may take out such insurance thereon in the event the said Glen Stiff and wife shall fail to do the same at the cost and expense of the said Glen Stiff and wife. This insurance is intended to be additional to and a collateral lien to the mechanics, contractor's, builder's and material man's lien herein conveyed them. The intention is that such insurance or so much thereof as may be reasonable shall be taken out just as soon as the buildings have progressed far enough to procure insurance thereon, and it shall be kept up by the said Glen Stiff and wife at their expense until this contract shall have been fully complied with and paid out. A failure to take out and pay for such insurance, or a failure to pay all State, County and City taxes on said property by the end of the year for which the same be due shall, at the option of the said G. W. Owens & Co., or the owner and holder hereof, mature all unpaid installments and render same immediately due and payable. Witness our hands on the 2nd day of November A.D. 1908.

Rec'd Payment in full
G.W. Owens & Co.

Glen Stiff

Edna Stiff

The State of Texas
County of Collin.

Before me, *T.T. Webb* *Justice of the Peace* Notary Public
in and for Collin County, Texas, on this day personally appeared
Glen Stiff and his wife, Edna Stiff, each of whom is personally

(4)

well known to me to be the persons whose names are subscribed to the above and foregoing instrument of writing, and they each acknowledged to me that they had executed the same for the purposes and consideration therein expressed and set forth.

And the said Edna Stiff, wife of the said Glen Stiff, who is personally well known to me to be the person whose name is subscribed to the above and foregoing instrument in writing, having been examined by me privily and apart from her said husband, and having said instrument fully explained to her by me, she, the said Edna Stiff, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

Given under my hand and seal of office, this 5 day of November, A. D. 1908.

J. J. Webb
Justice of the Peace *in office* Notary Public in and for Collin County, Texas

THE STATE OF TEXAS
County of Collin.

H. A. Sears, Clerk of the County Court, of said County, do

hereby certify that the foregoing instrument of writing together with its certificate of authentication was filed for record in my office on the 5 day of Nov A. D. 1908, at

McKinney, Texas and duly recorded on the 11 day of December A. D. 1908 in the 3 Records of said County in Volume 3, page 103 of the

Witness my hand and official seal at my office in McKinney, Texas.

This the 11 day of Dec A. D. 1908.

H. A. Sears
Clerk of the County Court, Collin County, Texas,

By *A. P. Carter* Deputy.