

Dallas County, Texas Probate Cases 1846 – Early 1900's

Case Number 2605

Dallas Genealogical Society
Founded 1955

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FILED BY THE DALLAS GENEALOGICAL SOCIETY-1978

#2605

FILED BY THE DALLAS GENEALOGICAL SOCIETY-1978

NOTICE OF APPLICATION FOR LETTERS OF ADMINISTRATION

The Samuel Jones Company, Dallas, Texas

The State of Texas.

To all Persons Interested in the Estate of *A. T. Oberchain*
A. T. Oberchain Deceased.

has filed in the County Court of Dallas County, State aforesaid, an application for letters of Administration upon the estate of said decedent

which application will be heard and acted upon by said Court, at the next term thereof, to be held at the Court House in the City of Dallas, County of Dallas and State of Texas and commencing on the first Monday in *March 1903*, at which time and place all persons interested in said Estate shall appear and contest said Application should they desire to do so.

WITNESS: ~~A. S. JACKSON~~, County Clerk of Dallas County, Texas.

Given under my hand and the seal of said Court at office in the City of Dallas, this *19th* day of *Jan* *1903*

~~A. S. JACKSON~~
County Clerk, Dallas County, Texas.
By *A. B. Paulius* Deputy.

Administrator Notice

Notice. Any persons having claims against the estate of *A. T. Oberchain* are notified to present the same within the time prescribed by law to *H. J. Oberchain* of Dallas Texas who was granted letters of Administration *March 5th 1903.*

3362

(3-274)

117

No. 3362

COUNTY COURT.

ESTATE OF
W. F. Struchalin

Deceased

Notice of Application for Letters
of Administration.

Issued this 19 day of Jan

A. D. 1903

FRANK R. SHANKS,
CLERK.

A. S. JACKSON, COUNTY CLERK.

By *W. F. Struchalin* Deputy

SHERIFF'S RETURN.

Came to hand the 20 day of Jan

1903 and executed the 20th day of Jan

At three public places in Dallas County, one of which was at the Court House door of said County, and no two of which were in the same town or city.

W. F. Struchalin
SHERIFF DALLAS COUNTY.

By *W. F. Struchalin* Deputy

W. F. Struchalin
No. 3362

State of Texas } Before me this day of the undersigned authority
Dallas County } this day personally appeared *W. F. Struchalin*, who
by me being duly sworn deposes and says that he is
the publisher of the Dallas Democrat, a newspaper published
every week in the State and County aforesaid, and that the
notice on the reverse side hereof was published in said
newspaper of the issues of March 31, April 7, 14 and 21
1903.

Sworn to and subscribed before me this 8th day of May, 1903. *F. R. Shanks Co. Clerk*
By *W. F. Struchalin* Deputy.

MAY 8 - 1903

FRANK R. SHANKS, Co. Clerk,
DEPUTY.

\$1166 ⁴⁹/₁₀₀

Dallas, Texas, NOV 22 1901 1901

On Demand days without grace,

after date, for value received, I, we, or either of us promise to pay to the order of
The National Bank of Commerce of Dallas at its office in Dallas, Texas,
Eleven hundred sixty six ⁴⁹/₁₀₀ Dollars,
with interest from ~~date~~ until paid, at the rate of ten per cent per annum, and if collected by an
Attorney, or by legal proceedings, we promise to pay an additional sum of ten per cent on the amount
due on this note as Attorney's Fees.

No. 3491

A. T. Oberchain

Due Demand

The State of Texas
County of Dallas

BEFORE ME, A. H. Estes

County of Dallas, Notary Public in and of the
on this day personally appeared J. D. Estes who,

after being by me duly sworn, stated on oath that he is the duly authorized cashier and agent of the corporation
The Nat'l Bank of Commerce,
known as the

of DALLAS, TEXAS, said corporation being duly
incorporated under and by virtue of the laws of the State of United States, and that the above and

foregoing ^{note} in favor of said Corporation and against A. T. Oberchain aggregating
the sum of Eleven hundred sixty six ⁴⁹/₁₀₀ Dollars principal ^{and interest} ^{amount} DOLLARS

is, within the knowledge of the affiant, just and true; that it is due, and that all just and lawful offsets, payments
and credits have been allowed.

SUBSCRIBED AND SWORN TO BEFORE ME This 18th day of March A.D. 1901

J. D. Estes

A. H. Estes

Notary Public Dallas County, Texas.

11300

2364

For value received, I or we guarant
payment of the within note at maturi
any time thereafter, on demand, w
protest and notice of default in payme

Dallas *Mar 19th 1903*
Presented *Mar 18th 1903*
and allowed this
by *H. L. Bruchman*

FILED

MAY 18 1903

FRANK J. THOMAS, Co. Clk.
BY *W. M. Austin* DEPUTY.

NW 12th 1903
Examined and approved
be full as to the class
claim
S-595 Ed & Leandra
Copied

FILED BY THE DALLAS GENEALOGICAL SOCIETY-1978

FILED BY THE DALLAS GENEALOGICAL SOCIETY-1978

Sold

NOTICE OF FILING FINAL ACCOUNT.

Est. of A. J. Oberchain DECEASED. The State of Texas,
 No. 3362
H. L. Oberchain Admr.

To all Persons Interested in the Estate of A. J. Oberchain Deceased:
H. L. Oberchain Administrator, has filed in the County Court of Dallas County his Final Account, showing the condition of said Estate, and his application to be finally discharged as such Administrator, and to close the administration of said Estate, which will be heard at the next term of said Court, commencing on the First Monday in May A. D. 1904, at the Court House in the City of Dallas, at which time all persons interested in said Estate shall appear and contest said Account if they see proper.

WITNESS Frank R. Shanks Clerk of the County Court of Dallas County, Texas. Given under my hand and the Seal of said Court, at office in the City of Dallas, this 2nd day of

April A. D. 1904 Frank R. Shanks
 A. S. JACKSON,
 Clerk County Court of Dallas County, Texas.

By B. F. Cullum Deputy.
 Issued this the 2nd day of April A. D. 1904
Frank R. Shanks County Clerk,
 By B. F. Cullum Deputy.

Notice of Filing Final Account.
 Estate of A. J. Oberchain, deceased.
 No. 3362. H. L. Oberchain, administrator.
 The State of Texas. To all persons interested in the estate of A. J. Oberchain, deceased: H. L. Oberchain, administrator, has filed in the county court of Dallas county, his final account, showing the condition of said estate, and his application to be finally discharged as such administrator, and to close the administration of said estate, which will be heard at the next term of said court, commencing on the first Monday in May, A. D. 1904, at the court house in the city of Dallas, at which time all persons interested in said estate shall appear and contest said account if they see proper. Witness, Frank R. Shanks, clerk of the county court of Dallas county, Texas. Given under my hand and the seal of said court, at office in the city of Dallas, this 2nd day of April, A. D. 1904. Frank R. Shanks, clerk county court of Dallas county, Texas. By B. F. Cullum, deputy. Issued this, the 2nd day of April, A. D. 1904. Frank R. Shanks, county clerk. By B. F. Cullum, deputy.

ADMINISTRATOR'S BOND.

THE STATE OF TEXAS, }
 COUNTY OF DALLAS. }

Estate of A. J. Oberchain
H. L. Oberchain
 as Principal, and American Bonding Company of Baltimore and

as Sureties, are held and firmly bound unto the County Judge of said County of Dallas, and his successors in office, in the sum of Fifty-four Thousand and Six Hundred Dollars; conditioned that the above bound H. L. Oberchain, who has been appointed Administrator of the estate of A. J. Oberchain, Dec'd shall well and truly perform all the duties required of him under said appointment.

WITNESS our hands and seals, this 7th day of March 1903.

H. L. Oberchain [SEAL]
American Bonding Company of Baltimore [SEAL]

Attest: [Signature] Asst. Secy. By W. J. [Signature] Vice-Pres. [SEAL]

I do solemnly swear that A. J. Oberchain, deceased, died without leaving any lawful will, so far as I know or believe; and that I will well and truly perform all the duties of Administrator of the estate of said deceased.

H. L. Oberchain

Sworn to and subscribed before me this 7 day of March, 1903

J. R. Shanks
 County Clerk, Dallas County, Texas.

By B. F. Cullum Deputy.

THE STATE OF TEXAS,
COUNTY OF DALLAS.

Before me, Frank R. Shanks Clerk of the
County Court of Dallas County, Texas, this day personally appeared
M. J. Blackwell
a newspaper published weekly in Dallas County, Texas, and that the within notice of filing Final Account was duly published in
said newspaper for three successive weeks prior to the first Monday in
on the following dates, to-wit: April 25, 1904 May 12, 1904 May 26, 1904
A. D. 1904 and
M. J. Blackwell
A. D. 1904

Sworn to and subscribed before me this 9th day of May A. D. 1904

F. R. Shanks
County Court of Dallas Co., Texas.
Deputy.

No. 3362
COUNTY COURT.

ESTATE OF
A. T. Obuchain

Deceased.

NOTICE OF FILING FINAL ACCOUNT.

Issued this 2nd day of April
A. D. 1904 by Frank R. Shanks
County Court, Dallas Co., Tex.
By B. F. Cullum Deputy.

SHERIFF'S RETURN
Came to hand the 7th day of April
A. D. 1904, and executed by causing the same to
be published in The Dallas Express
a newspaper published weekly in the County of Dallas,
Texas, for twenty days prior to the first Monday in
May A. D. 1904, and on
the following dates, to-wit: April 12-14-20th
A copy of said publication is hereto attached and made
a part of this return.

J. P. Moore
Sheriff Dallas County, Texas.
By J. P. Moore Deputy.

700 60

only as a government agent that the
American's hand appears to have
his moral sense to become blunt
accepted the new announced that he had
and colonial administration at the
Boston, 1917.

No. 3362

COUNTY COURT,
DALLAS COUNTY.

ADMINISTRATOR'S BOND.

ESTATE OF

A. T. Obuchain
Deed

Filed March 7th A. D. 1903
F. R. Shanks Clerk.
By B. F. Cullum Deputy.

Approved this 7 day of March
A. D. 1903

G. S. Lawrence
County Judge, Dallas County.
G. 187

RECORDED 3/20/03

C 1128 - AFFIDAVIT TO ACCOUNT BY OWNER.

DORFEE PRINTING COMPANY, STATIONERS, DALLAS - 16366 - 01

The State of Texas,
 County of *Dallas*
 a *Notary Public*
 of Texas, on this day personally appeared *P. Holt* who, being by me duly sworn, states on oath that he is the owner of the annexed Account in favor of *P. Holt* against *A. T. Obuchain* aggregating the amount of *Ninety Two* DOLLARS, and that said account is, within the knowledge of affiant, just and true; that it is due, and that all just and lawful offsets, payments and credits have been allowed.

BEFORE ME *E. J. Lewis*
 of the County of *Dallas* and State
P. Holt who, being by me duly
 sworn, states on oath that he is the owner of the annexed Account in favor of *P. Holt*
 against *A. T. Obuchain* aggregating

SUBSCRIBED AND SWORN TO BEFORE ME This *20* day of *April* A.D. 19*23*

P. Holt, M. D.
E. J. Lewis

[L.S.]

Notary Public, Dallas Co. Texas. County, Texas

\$162.00

Credits:-

Jan. 1901,	4 cords wood @ \$5.00 per cord,	\$20.00
Mar. "	2 " " " " "	10.00
Oct. "	2 " " " " "	10.00
Nov. "	By Cash,	10.00
Feb. 1902,	4 cords wood @ \$5.00 per cord,	20.00
		\$70.00
	Balance,	92.00
		\$162.00

Oct. 1st., 1902, Balance due, \$92.00

Presented and allowed
in this 19th day of May 1903

H. L. O'Brien

Adm'r

3363

Claim of

Dr. A. Holt

\$92.⁰⁰

FILED

SEP 28 1903

FRANK'S BUSINESS CO. ST. LOUIS, MO.

Nov 12th 1903

Examined and found
in full in
1st class claim
of
Ed. H. Keister

Col. A. T. Obenchain, Dr.

To P. Holt, M.D., Dallas, Texas,

For Professional Services Rendered,

Dec. 1900,	2	Visits, @ \$2.00 per visit,	\$ 4.00
Jan. 1901	31	" " " " " "	82.00
Feb.	5	" " " " " "	10.00
Mar.	4	" " " " " "	8.00
Apl.	5	" " " " " "	10.00
May	3	" " " " " "	6.00
Sept.	4	" " " " " "	8.00
Oct.	1	" " " " " "	2.00
Nov.	5	" " " " " "	10.00
Dec.	3	" " " " " "	6.00
Jan. 1902,	2	" " " " " "	4.00
Feb.	4	" " " " " "	8.00
Mar.	2	" " " " " "	4.00
Apr.	4	" " " " " "	8.00
May	6	" " " " " "	12.00
			<u>\$162.00</u>

Credits:-

Jan. 1901,	4	cords wood @ \$5.00 per cord,	\$20.00
Mar.	2	" " " " " "	10.00
Oct.	2	" " " " " "	10.00
Nov.		By Cash,	10.00
Feb. 1902,	4	cords wood @ \$5.00 per cord,	20.00
			<u>\$70.00</u>
		Balance,	92.00
			<u>\$162.00</u>

Oct. 1st., 1902, Balance due, \$92.00

3362

Claim of
Dr. P. Holt
\$92.⁰⁰

FILED

SEP 28 1903

FRANK W. SHANKS, Co. Clerk
BY *[Signature]*
DEPUTY.

Nov 12th 1903
Examined and af-
firmed in full as
4th class claim
Ed. J. Kauder
S-595-9/107

admt
Ed. J. Kauder
in this to day Nov 11 1903

C 1128 - AFFIDAVIT TO ACCOUNT BY OWNER.

DORSEY PRINTING COMPANY, STAMPS, BULLETIN-1644-C9

The State of Texas,

County of *Dallas*

vs. *Mary Pracie*

of Texas, on this day personally appeared

BEFORE ME *E. J. Lewis*
of the County of *Dallas*

and State
who, being by me duly

sworn, states on oath that he is the owner of the annexed Account in favor of *P. Holt*

against *Mary Pracie* DOLLARS,
the amount of *Twenty Two* and cents
and that said account is, within the knowledge of affiant, first and true; that it is due, and that all just and lawful
offsets, payments and credits have been allowed.

SUBSCRIBED AND SWORN TO BEFORE ME THIS

20 day of *April* A.D. 19*03*
E. J. Lewis

Notary Public, Dallas Co. TEXAS.

Continued on reverse

[L.S.]

STATE OF MISSOURI
CITY OF ST LOUIS

Before me, [Signature]
a Notary Public in and for said City
of St Louis, State of Missouri; On

this day personally appeared C. D. Morey, who after being by me duly
sworn upon oath says that the attached note executed by A. T. Obenchain
favor of C. D. Morey for the sum of Four thousand Dollars, bearing
interest at the rate of 7 percent per annum on its face (now being 8%
per annum by subsequent agreement) payable monthly is just and that all
legal offsets, payments and credits known to Affiant have been allowed.
Said Note is secured by Deed of Trust recorded in Book 100, Page 232
of Deeds of Trust Records in Dallas County, State of Texas,-

C. D. Morey

Sworn to and subscribed before me. Witness my hand and official
seal, this 11th day of Jan, 1904.

[Signature]

Notary Public,
St. Louis, Mo.

Commission qualified for term expiring 7-15-1906.

720 - COUPON NOTE - Class B

Said by GAST, St. Louis, Mo.

\$ 4,000 On the 11 day of April 1903, for value received, 9 promise to pay to the order of
at Dallas Texas C. D. Morey the principal sum of Four thousand Dollars.
with interest thereon from date at the rate of 7 per cent. per annum, for which interest

certain coupon notes are herewith executed and are numbered from 1 to 10 inclusive, together with ten per cent. upon
the sum of principal and interest if placed in the hands of an attorney for collection.
And it is expressly understood and agreed that if default for 30 days after maturity is made in the payment of either of said
interest notes, the said principal sum shall also, at the option of the holder, mature and become immediately payable.

This note is secured by a Deed of Trust executed by A. T. Obenchain
Deed of Trust to George Jackson
Dated 11 day of April 1898

No. 61

Dallas Texas April 11th 1904

In consideration of agreement to pay
8% per annum interest hereof instead
of 7% as therein expressed this note
is extended for two years from date here
of with privilege of payment at
any time after one year from date
hereof. Interest pay roll monthly
as per to four at office of Lewis
and Jackson Dallas Tex. La

See Xth 1903

Interest Paid on this

Note is 186.62

Interest Paid to

Wheat 1903 in full 26.66

Interest Paid for full

to Jan 11th 1904. 296.66

Total \$ 383.94

Lewis & Jackson
445 Le B. Street

FILED

JAN 23 1904

A. MacArthur

Presented this 23rd day of
Jan 1904 and allowed
same day.

H. C. Churchman
Adm. Estate of
A. T. Churchman
Secy

ED. C. SMITH.

G. D. SMITH.

DALLAS, TEXAS.

May 19 1903

MY *A. T. Oberchain's Est*

TO ED. C. SMITH & BRO. DR.
UNDERTAKERS AND EMBALMERS.

CARRIAGES FOR WEDDINGS,
BALLS AND CALLING

PHONE 52.
422 MAIN STREET.

1902
Aug 29 To Casket
" Embalming
" Suit
" Hearse Strips
" 4 Carriages
" Grav
" Undertow

90 00
25 00
10 00
15 00
12 00
5 00
1 25

158 25

Ed. C. Smith Bro
by Ed. C. Smith.

State of Texas, :

County of Dallas, :

Personally appeared before me, the undersigned authority, Ed. C. Smith, of the firm of Ed. C. Smith & Bro., who being by me duly sworn, says within account is, within the knowledge of affiant, just and true; that is due, and that all just and lawful offsets, payments and credits have been allowed.

Sworn and subscribed to before me, this 19th day of May, A.D. 1903.

C. W. Bolles
Notary Public, Dallas County, Texas.

3362

Presented this 19th day
of May 1903 and
allowed same day

Claim
Ed C Smith & Pro. H. L. Obenshain
admr

158.25

FILED

SEP 28 1903

FRANK R. FRANKS, Co. Clerk

Nov 12 "1903
Examined and
approved as 1st class
claim for #158.25
E. J. Handersdale
S-595- Es prop

\$500.⁰⁰

Dallas, Texas, May 10th 1900
Ninety days without grace
1900
489

after date for value received, I, we, or either of us, promise to pay to the order of

J B Adson
Five Hundred ⁰⁰ Dollars.

at the office of THE NATIONAL BANK OF COMMERCE, OF DALLAS, with interest from maturity until paid, at the rate of ten per cent per annum, and if collected by an Attorney or by legal proceedings, we promise to pay an additional sum of ten per cent. on the amount due on this note as Attorney's Fees.

A. T. Oberchain

No. 10376

Due Aug 10/1900



G 1128 - AFFIDAVIT TO ACCOUNT BY OWNER.

DORSEY PRINTING COMPANY, STATIONERS, DALLAS. - 16366 - Class C

The State of Texas,

County of Dallas
a Notary Public in and
of Texas, on this day personally appeared

BEFORE ME A. H. Estes
of the County of Dallas and State

J B Adson
agent, trustee
J B Adson, M J Newton
sworn, states on oath that he is the owner of the annexed Account in favor of
against A. T. Oberchain aggregating

the amount of \$419.25 Five hundred + nineteen Dollars of principal + \$157.50 interest accrued
and that said account is, within the knowledge of affiant, just and true; that it is due, and that all just and lawful
offsets, payments and credits have been allowed.

J B Adson

SUBSCRIBED AND SWORN TO BEFORE ME THE 18th day of March, 1900

A. H. Estes

Notary Public Dallas County, Texas

[E.S.]

FILMED BY THE DALLAS GENEALOGICAL SOCIETY-1978

2367

Given March 18th

Presented March 18th 1903

and allowed ~~to~~

H. Oberstein

Adm'r

FILED

MAY 18 1903

FRANK M. MAWLE, Co. Clk.
BY *C. M. Mawle* DEPUTY

*No 12 1903
Examined and approved
in full as a class
claim. E. S. Kendrick
S-594 copy*

2367

FILED

MAY 18 1903

FRANK M. MAWLE, Co. Clk.
BY *C. M. Mawle* DEPUTY

FILMED BY THE DALLAS GENEALOGICAL SOCIETY-1978

\$69⁰⁰ Dallas, Texas, Decr 10th 1901
 Six months days without grace, after date, for value received.
 I, or either of us, promise to pay to the order of J B Adair
 at the office of The National Bank of Commerce, at Dallas, Texas,
 Sixty nine ⁰⁰ Dollars,
 with interest from date until paid, at the rate of 10 per cent per annum and if collected by an
 Attorney, or by legal proceedings, we promise to pay an additional sum of ten per cent on the amount
 due on this note as Attorney's Fees. This is a renewal & extension of a note
 dated Jan'y 8th 1898 signed by H L Oshel & Co to be limited to amount secured by Dallas
 mortgage on a horse now owned by me.
 No. 1487 Due June 10-02 A. J. Oshel

\$50⁰⁰ Dallas, Texas, Decr 12 1901
 Six months days without grace, after date, for value received.
 I, or either of us, promise to pay to the order of J B Adair
 at the office of The National Bank of Commerce, at Dallas, Texas,
 Fifty ⁰⁰ Dollars,
 with interest from maturity until paid, at the rate of 10 per cent per annum and if collected by an
 Attorney, or by legal proceedings, we promise to pay an additional sum of ten per cent on the amount
 due on this note as Attorney's Fees.
 No. 1494 Due June 12-02 S. M. Henry

2362

For value received, I or we guarantee the payment of the within note at maturity, or any time thereafter, on demand, waiving protest and notice of default in payment.

Dallas March 19th 1903

Presented March 18th 1903
and allowed this day

H. L. Oberstein
admr

FILED

MAY 18 1903

FRANK M. FRANKS, Co. Clerk,
DEPUTY.
F. M. Franks

Nov 12th 1903
Examined and affirmed
in full as 1st class
claim. Ed. L. Lusk
S-594 Co. Clerk

2362

For value received, I or we guarantee the payment of the within note at maturity, or any time thereafter, on demand, waiving protest and notice of default in payment.

A. J. Oberstein

Dallas March 19th 1903

Presented the 18th March
1903 and allowed
to surety this day

H. L. Oberstein
admr

FILED

MAY 18 1903

FRANK M. FRANKS, Co. Clerk,
DEPUTY.
F. M. Franks

Nov 12th 1903
Examined and affirmed
in full as 1st class
claim. Ed. L. Lusk
S-594 Co. Clerk

\$150.00

Dallas, Texas, October 23rd, 1901.

On the 23 day of June 1902 for value received I agree to pay to M.J. Newton or order the sum of One Hundred and Fifty (\$150.00) Dollars with interest thereon at the rate of Ten per cent per annum from maturity until paid. This note is given in part payment of rent on a farm of 135 acres of land situated in Tarrant County, Texas, this day leased to the said A.T. Obenchain for the term of one year on terms fully set forth in lease this day executed by Belle and M.J. Newton to said A. T. Obenchain. The Lessors lien being expressly retained against the crops that may be grown upon said land until this note and all interest to accrue thereon are fully paid.

If this note is placed in the hands of an Attorney for collection ^{or} sued upon I agree to pay ten per cent additional as attorneys fees.

A. T. Obenchain

\$150.00

Dallas, Texas, October 23rd, 1901.

On the 23 day of October 1902 for value received I agree to pay to M.J. Newton or order the sum of One Hundred and Fifty (\$150.00) Dollars, with interest thereon at the rate of Ten per cent per annum, from maturity until paid. This note is given in part payment of rent on a farm of 135 acres of land situated in Tarrant County, Texas, this day leased to the said A.T. Obenchain for the term of one year, on terms fully set forth in lease this day executed by Belle and M.J. Newton to said A. T. Obenchain. The Lessors lien being expressly retained against the crops that may be grown upon said land until this note and all interest to accrue thereon are fully paid.

If this note is placed in the hands of an Attorney for collection ^{or} sued upon I agree to pay ten per cent additional as attorneys fees.

A. T. Obenchain

ETY-1978

3367

Newton

Dallas Tex
19th March 1903

Presented 18th March
1903 and allowed
this day

H. L. Oberchain
adm

FILED

MAY 18 1903

FRANK J. HANCOCK, Co. Clerk
BY *W. M. Rawlins* DEPUTY

Nov 12th 1903
Examined and
affirmed in full
4th class claim.

Ed. S. Kumbler del
S. 595 Copied

2367

Dallas March 19th 1903

Presented March 18th 1903
and allowed this day

H. L. Oberchain
adm

FILED

MAY 18 1903

FRANK J. HANCOCK, Co. Clerk
BY *W. M. Rawlins* DEPUTY

Nov 12th 1903
Examined and
affirmed in full as
4th class claim

Ed. S. Kumbler del
S. 595 Copied

Mr. J. Newton

no 41036 - Chatt mortgage - H. L. Orbachin
 filed Nov 19th 1895 - recorded Book
 21, Chatt mortgage records - W. J. Bogarth.

Description: Bloom heart, bay station
 about 15.3 hands high, black points
 and star foaled 1892 (28505)
 Situated in my possession -

Witnessed by one note made by H L Orbachin
 & Ed C Smith, dated Jan 5, 1898 -
 (and describing note correctly)

Mortgage in force
 Witnessed by Signed
 Ed C Smith. H L Orbachin.

not acknowledged -

NOTICE OF APPLICATION FOR SALE OF REAL ESTATE.

THE STATE OF TEXAS,

To all Persons Interested in the Administration of the Estate of A. T. Obenchain, Deceased.

Harry L. Obenchain, Administrator, has filed in the County Court of Dallas County, an Application for the sale of certain lands belonging to said Estate, for the payment of the debts due by said Estate, said lands being described in said Application as follows, to wit:

Lots 13, 14, 15 and 16 in Block 13 Munsen and Puringtons Addition to the City of Dehison, in Grayson County, Texas.

One x lot, tract or parcel of land at the corner of Chestnut Street and the Santa Fe Railway Dallas County, Texas, and being Lot No. 3 in Block No. 3, Gano and Eakins Addition to the City of Dallas, Texas.

Also one lot, tract or parcel of land in the City of Dallas, Dallas County, Texas, fronting on the West side of Ervay Street 85 feet and running back 258 feet to South Street and fronting 157 feet on South St., being the same tract of land heretofore conveyed by Royal A. Ferris to H. L. Obenchain, by deed dated September 7th, 1893, and recorded in Book 166, page 609 Records of Deeds of Dallas County, Texas, except 72 X 150 feet out of the North corner heretofore deeded by H. L. Obenchain to Will Mooreland. Said 72 X 150 feet more particularly described in deed to Wm. R. Moreland, dated May 6, 1897, Recorded in Vol. 209, Page 508 Records of Deeds, etc., Dallas County, Texas.

which application will be heard at the next term of said Court, commencing on the First Monday in November, A. D. 1903, at the Court House in the City of Dallas, at which time and place all persons interested in said Estate may appear and show cause why such sale should not be made, should they choose to do so.

WITNESS, FRANK R. SHANKS, County Clerk of Dallas County, Texas. Given under my hand and seal of said Court, at office in the City of Dallas, this 29th day of September, A. D. 1903.

FRANK R. SHANKS,
County Clerk, Dallas County, Texas.

By F. C. Ard Deputy.

ITY-1978

Original (17)
No. 3362

COUNTY COURT.

ESTATE OF

A. T. Obenchain

Deceased.

Notice of Application for Sale of
Real Estate.

Issued this *29* day of *Sept.*
A. D. 190*3*.

Frank R. Shanks
COUNTY CLERK.

By *F. E. Ord* Deputy.

SHERIFF'S RETURN.

Came to hand the *29* day of *Sept*
190*3*, and executed the *27* day of *Sept*
190*3* by posting up three copies of this ~~at~~
three public places in Dallas County, one of which
was the Court House door of said County.

W. C. Johnson
Sheriff Dallas County.
By *Allen [unclear]* Deputy

3 Copies \$3.00

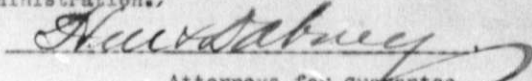
FILED BY THE DALLAS GENEALOGICAL SOCIETY-1978

That for the purpose of securing the payment of said note, on the date thereof the said Obenchain executed and delivered to J. J. Orchard, trustee for said company, a certain deed of trust conveying certain premises, being a part of Block #525, in the City of Dallas, Dallas County, Texas, and more fully described in the said deed of trust, which is hereto attached, and filed as a part of this claim and marked exhibit "A".

That as further collateral for the securing the said loan, the said Obenchain did pledge and deliver to the said Company, a certain certificate for capital stock, #5306, for ~~se~~ ^{se}teen shares therein of the par value of sixteen hundred dollars (\$1600.00), upon which the said Obenchain had paid in twenty-one monthly payments of eight dollars each, and which certificate belongs to the estate of the said Obenchain. And petitioner further shows that under and by virtue of the said certificate and by the bylaws of petitioner under which the same was issued, that upon payment or settlement of the said indebtedness, the said Obenchain was entitled to withdraw the value of the said shares ^{and} to apply the same by way of an off set to his said indebtedness. That the value of the said shares by the books of the said petitioner, is of the sum of One Hundred and Fifty-~~two~~ ^{two} dollars (\$152.00), and to this sum the said estate is entitled as an off set, upon the payment of the above claim.

That the said claim is secured by lien of deed of trust and is a third class claim. That the said deed of trust hereto attached substantially describes the said note, which said note, however, has been lost or mislaid by the attorneys for petitioner, but a copy of the printed blank on which the same is written, is hereto attached and marked exhibit "B".

WHEREFORE premises considered, your petitioner prays that the said claim having been allowed by the administrator of the said estate, be filed as a claim, and upon proof thereof as required by law, be approved by this court as a third class claim to be paid in due course of administration.



Attorneys for Guarantee
Savings, Loan & Investment Co.,
Petitioner.

State of Texas,)
County of Dallas.)

Before me, the undersigned Notary Public, in and for said County and State, this day personally appeared W. A. Rill, who being duly sworn, says:

That he is Agent of Guarantee Savings, Loan & Investment Company, a corporation, and that the above and foregoing described claim of said corporation against the estate of A. T. Openchain, deceased, for the sum of Two Thousand, One hundred and Fifty-six Dollars (\$2,156.00) is just; and that all legal offsets, payments and credits known to affiant, have been allowed; that affiant is cognizant of the facts contained in this, his affidavit.

W. A. Rill

3rd Sworn to and subscribed before me by W. A. Rill, this day of December, 1903.

M. W. Young

Notary Public, Dallas County, Texas.

WITNESS my hand and seal of office.

Notary Public, Dallas County, Texas.

State of Texas,)
County of Dallas.)

Before me, the undersigned Notary Public, in and for said County and State, this day personally appeared Lewis H. Mabney, who being duly sworn, says:

That he is attorney for Guarantee Savings, Loan & Investment Company, the owner of a certain claim of indebtedness against the estate of A. T. Openchain, deceased.

That the said claim was evidenced by a note of the said A. T. Openchain, dated 1st day of December, 1899, for the sum of Sixteen Hundred Dollars (\$1600.00), *payable 10 months after date* bearing interest at the rate of 10% per annum from date until paid, payable in equal monthly installments, and providing that any installment of interest thereon, not paid when due, should bear interest at the rate of 10% per annum from date due until paid. And further providing that if default

be made in any payment of interest when due, then at the option of the legal holder thereof, the whole of the said note should at once become due and payable. And further providing that if the said note should be placed in the hands of any attorney for collection or to be established in any court, then the further sum of 10% of the amount then due on said note, should be payable as an attorney's fee.

That said note was further secured by deed of trust of even date therewith, executed by the said A. T. Obenchain to J. J. Orchard, trustee, covering certain premises situated in the City of Dallas, Texas, being a part of Block #528, which deed of trust is attached to this claim and marked exhibit "A".

That the said note was intrusted to this affiant and has been either lost or mislaid, and can not now be found. That the said claim has been declared due by the legal holder and owner thereof on account of default in the payment of interest, and is now due and unpaid, with accrued interest thereon from the 1st day of September, 1901, *and ten per cent attorney's fees on said principal and interest.* and accrued interest, the amount of the said claim being:

Principal,-----	-----\$1,600.00
Int. to Dec. 2, 1903.-----	-----\$ 10.00
Attorney's fees-----	-----\$ 196.00
Total due -----	-----\$2,156.00

That the said claim is just, and that all legal off sets, payments and credits known to affiant, have been allowed. That claimant, Guarantee, Savings, Loan & Investment Company, is still the owner of the said note within the knowledge of affiant, and that affiant is cognizant to the facts stated in this, his affidavit.

Lewis M. Dabney

State of Texas,)
County of Dallas.)

Before me, the undersigned Notary Public, in and for said County and State, this day personally appeared Lewis M. Dabney, who being by me duly sworn, made oath to the above and foregoing affidavit before me.

WITNESS my hand and seal of office, this 3rd day of December, 1903.

M. W. Townsend
Notary Public, Dallas County, Texas.

State of Texas, }
county of Dallas. }

I, _____, administrator of the estate of A. T. Obenchain, deceased, hereby certify that the above and foregoing claim of Guarantee Savings, Loan & Investment Company against the estate of the said A. T. Obenchain, for the sum of Two Thousand, One Hundred and Fifty-six dollars (\$2,156.00) was presented to me on this, the _____ day of _____, 1933, and that I do hereby allow the said claim as a just claim against the said estate for the sum of \$ _____, together with interest thereon from this date until paid, at the rate of 10% per annum.

Administrator of the Estate of A. T.
Obenchain, deceased.

Guarantee Savings, Loan and Investment Company.

On or before one hundred forty four months after date, for value received, I promise to pay

in gold coin of the United States, of the present standard of weight and fineness, with interest thereon

also agree to pay interest on interest hereon, not paid when due, at the rate of ten per cent. per annum from date due, until paid.

is especially agreed that if default shall be made in the payment of any interest hereon, when due, or upon any stock dues or fines

for all of said payments shall remain in default after date due, then, at the option of the legal holder hereof, the whole of this note

become due and payable.

This note shall be placed in the hands of an attorney for collection, or if it shall become necessary to proceed in any court, whether of equity, or probate jurisdiction, for the collection or establishing hereof, I agree to pay the further sum of 10 per cent. on amount to

acted as a reasonable Attorney's fee.

This note is given in lieu of and substitution for _____ certain note described in a _____ executed by _____ to _____ which is recorded in Book _____ Records of _____ County, _____ and the lien of said _____ is hereby continued to secure the payment of this note.

Witness my hand, at Dallas Texas, this 1st day of Dec 1899

W. B. [Signature]

Trustee, and of the
se presents do bargain,
Trustee of the County of
his forever, all that tract
all as
cribed as follows, to wit:
Robert Thiel
et al
Land conveyed
wife by deed of
of Dallas County
with the title
et al
of said
the beginning
- and on plots et al -
remains thereto apper-
ive and to hold unto him
ers forever, and I
representatives to warrant
Trustee and his successors,
do hereby
do seized of said
e such further assurances
premisses.
LOAN AND INVESTMENT
Ten hundred
erheim

being for the sum of \$1000.00, payable to the said Company at 4%
And fineness 144 months after date, together with interest thereon at the rate of ten per cent. per annum
from date till paid, payable in equal monthly installments, on the first day of each month hereafter,
interest not paid when due to bear interest at the rate of ten per cent. per annum from date due till
paid, with the special agreement, that if default shall be made in the payment of any installment of
interest on said note, or any dues or fines upon 16 shares of stock of said Company, certificate number
5308, standing in the name of W. B. Thiel, when due, and any or all of
said payments shall remain in default after date due, then, at the option of the legal holder of said note,
the whole thereof, principal and interest then accrued, shall at once become due and payable.
Now, THEREFORE, If default shall be made in any one payment as aforesaid, upon said note, or of the
interest thereon, or in payments of stock dues, and fines on said shares after same is due according to the
terms thereof, or in case of the breach of any of the agreements or covenants herein mentioned, or in any
case herein provided, then, on application of the legal holder or holders (or any one or more of them) of said

THE STATE OF Texas
COUNTY OF Dallas

Exhibit A

Know all men by these Presents,

That A. T. Oberchain
of said County and State, in consideration of the sum of ten
dollars to me in hand paid by J. J. Orchard, Trustee, and of the
indebtedness hereinafter mentioned, have bargained, sold, and conveyed, and by these presents do bargain,
sell, and convey unto the said J. J. Orchard, Trustee, of the County of
Dallas State of Texas, his successors and assigns forever, all that tract
or parcel of land situated in the City of Dallas
County of Dallas, State of Texas, and fully described as follows, to wit:

Part of Block (1525-2) of Murphy and Adams Official
Map of said city; Beginning at the East corner of
a (1/2) one and one half acre tract of land conveyed
to A. T. Oberchain by A. M. Home and wife by deed of
record in deed book 44, page 183 of records of Dallas County
Texas; thence North 48 ft. 220 feet to Hammond Street; thence
North 42 ft. with Hammond Street 80 feet; thence N.
48 E. 220 feet to a stake in N. E. line of said 1/2
acre; thence South 42 East 80 feet to the beginning
said lot being 80 feet on Hammond Street and on Phelps St.

Together with all the tenements, rights, members, hereditaments, and appurtenances thereto appertaining or belonging, or which may hereafter be attached to the said premises, to have and to hold unto him the said J. J. Orchard Trustee, his assigns and successors forever, and I do hereby expressly bind my heirs, assigns, administrators, and legal representatives to warrant and forever defend the title to the said premises, or any part thereof, unto the said Trustee and his successors, against all persons whomsoever claiming, or to claim, the same, and I do hereby specially covenant with the said Trustee that I am seized of said premises in fee simple and entitled to convey the same; that I will make such further assurances of title as may be necessary to fully confirm to the said Trustee the title to the said premises.

This conveyance is in trust, nevertheless, to secure to the GUARANTEE SAVINGS, LOAN AND INVESTMENT COMPANY ~~of Dallas, Texas~~, a corporation, the payment of the sum of sixteen hundred dollars, money advanced to A. T. Oberchain by the said Company, and evidenced by a certain promissory note of even date herewith, executed by the said A. T. Oberchain being for the sum of \$1600.00, payable to the said Company at Dallas, Texas, in gold coin of the United States of the present standard of weight and fineness, 144 months after date, together with interest thereon at the rate of ten per cent. per annum from date till paid, payable in equal monthly installments, on the first day of each month hereafter, interest not paid when due to bear interest at the rate of ten per cent. per annum from date due till paid, with the special agreement, that if default shall be made in the payment of any installment of interest, on said note, or any dues or fines upon 16 shares of stock of said Company, certificate number 5308, standing in the name of A. T. Oberchain, when due, and any or all of said payments shall remain in default after date due, then, at the option of the legal holder of said note, the whole thereof, principal and interest then accrued, shall at once become due and payable.

NOW, THEREFORE, If default shall be made in any one payment as aforesaid, upon said note, or of the interest thereon, or in payments of stock, dues, and fines on said shares after same is due according to the terms thereof, or in case of the breach of any of the agreements or covenants herein mentioned, or in any case herein provided, then, on application of the legal holder or holders (or any one or more of them) of said

1978-AL1178

This instrument is executed for the purpose of extending the records of the County of Dallas, Texas, which is of record in volume 97, page 526, and is the lien of the said hereby expressly intended.

note, the said Trustee or his successors is hereby authorized and empowered to sell the property hereby conveyed to the highest bidder, for cash in hand, at the County Court House door in Dallas Dallas County, Texas, on the day and within the hours now required by law, and after advertising according to the present law the time, place, and terms of said sale, and the property to be sold. And it is hereby agreed that the said Trustee, or his successors, may sell said property together, or in lots or parcels, as to him shall seem expedient; and after said sale, as aforesaid, shall make, execute, and deliver to the purchaser or purchasers thereof good and sufficient deed or deeds in law to the property so sold, in fee simple, and shall receive the proceeds of said sale and out of the same shall pay: first, all charges, costs, and expenses of executing this trust: second, the debt and all other sums of money due or to become due hereunder, with interest as agreed, in such priority as he may determine; and third, shall render the overplus (if any) unto me the said grantor or legal representatives or assigns, on reasonable request.

And for the purpose of securing the payment of said note, principal, interest, attorney's fees, and penalties, the said grantor do further covenant with the said Trustee and his successors and the said Company and its assigns to pay the sums named in said notes, according to the terms thereof, with interest as above specified; to permit no waste; to keep a " of the improvements in as good repair as they are now; and to do or permit to be done to said premises nothing that may in any way impair or weaken the security under this instrument; to keep the buildings, now on or hereafter erected on said premises, insured for Fifteen hundred dollars, in companies acceptable to, and with loss payable to, the said Trustee and his successors, in the manner and in companies required by the said Company or other holder of said note; to have the loss on all other policies on said buildings made payable to the said Trustee and his successors; and to deliver all of the said policies to the said Trustee or his successors. And to pay, before the same shall become delinquent, all taxes and assessments that may be laid within the State of Texas upon said premises or any part thereof.

And it is specially agreed that if the said grantor shall fail to so effect said insurance and deliver such policies, as herein provided, or to pay such taxes, then the said insurance may be effected, and said taxes may be paid by the said Company or other legal holder of said note, and sums so expended shall become part of the debt secured hereby, and shall draw interest at the rate of ten per cent. per annum from date so expended till repaid.

And it is further specially agreed that if default be made in the payment of any principal or interest on said note when due, or in payment of dues or fines on said shares of stock, or in the performance of the covenants or agreements herein contained, or any of them, then, at the option of the legal holder of said note, the whole of the debt herein secured shall become due and payable, and may be collected by suit or by proceeding hereunder. And it is further agreed that the terms of the application for the advance herein secured shall form a part of the consideration of this trust deed.

And it is stipulated and agreed that in case of any sale hereunder all prerequisites to said sale shall be presumed to have been performed; and that in any conveyance given hereunder, all statements of facts, or other recitals therein made as to the non-payment of the money secured, or as to the request to the Trustee to enforce this trust, or as to the proper and due appointment of any substitute Trustee, or as to the advertisement of sale, or time, place, and terms of sale, or as to any other preliminary, fact, or thing, shall be taken in all courts of law or equity as prima-facie evidence that the facts so stated or recited are true.

AND IT IS FURTHER STIPULATED AND AGREED, That in case of the death, resignation, removal, or absence of the said Trustee from the State of Texas, or his refusal or failure or inability to act, then such person as may be appointed by said Company—such appointment being evidenced by instrument signed by the President of said Company—shall be and hereby is appointed and made successor in trust to the said Trustee, with all the powers hereby conferred upon said Trustee.

It is finally agreed by the parties hereto that if the said note shall be fully paid, both principal and interest, as the same becomes due, and the agreements and covenants hereby contained shall be well and truly performed, then these presents shall be null and void and shall be released; otherwise to have full force and effect.

The said grantor does further covenant and agree, that the land herein conveyed is not the homestead of the said grantor, and that he does not now, and will not claim to do so in avoidance of this instrument.

...shall pay; first, all ...
...and after said sale, as aforesaid, shall make, execute,
...that the said Trustee, or his successors, may sell said property together,
...County, Texas, on the day and within the hours now required by law,
...conveyed to the highest bidder, for cash in hand, at the County Court House door in Dallas
note, the said Trustee or his successors is hereby authorized and empowered to sell the property hereby

This instrument is executed for the purpose of extending the lien of a certain deed of trust
which is of record in vol Book 97, page 326 records of County of Dallas
Texas and the lien of the said deed is not waived hereby, but the said Company is
hereby expressly subrogated thereto, as additional security for the payment of the note herein described,
to the amount of said extended note, the same
being in the sum of \$4,000-

Witness my hand this 1st day of December 1999
A. J. Oberchain

WITNESSES:

STATE OF Texas
COUNTY OF Dallas

Before me, Joseph M. Dickson, a notary public, on this day personally appeared
A. J. Oberchain who is 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; and the said

~~_____ having been examined by me privily and apart from her husband,
and having the same fully explained to her by me, she, the said
acknowledged such instrument to be her act and deed, and declared that she 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 4 day of January, A. D. 1900.

Joseph M. Dickson
Notary Public in and for
Dallas County, State of Texas

STATE OF Texas
COUNTY OF Dallas

I, As. Jackson, Clerk of the County Court in and for
said County, do hereby certify that the foregoing instrument of writing was duly and correctly recorded in
my office on the 20 day of January, A. D. 1900, in Record Book 109
Page 1146, of Records Trust Deeds Dallas County, Texas
at 10:10 o'clock A. M. IN WITNESS WHEREOF, I hereunto set my name and affix the seal of the said
court at my office in Dallas this 20 day of January, A. D. 1900

As. Jackson
Clerk County Court, Dallas Co.,
By Geo. Miles, Deputy.

4100

Dallas Tex, March 5th 1904

J H L Obmchain administrator of
 Estate of A J Obmchain deceased,
 hereby allow the claim of Guarantee Savings Loan
 & Investment Co against said estate for the sum
 of \$1840, ~~being~~ with interest thereon from date
 at rate of ten per cent per annum, the
 said amount being principal and interest due
 on said claim to date of ~~the~~ crediting the
 withdrawal value of shares of A J Obmchain
 in said Company, no attorneys fees allowed
 or claimed to date -
 H. L. Obmchain
 Adm'r Estate A J Obmchain

16027

Trust Deed.

A J Obmchain
 to
 J J Orchard
 Trustee.

FOR THE
 Guarantee Savings, Loan and Investment Co.
 OF WASHINGTON, D. C.

Dated _____ 1904
 STATE OF Texas }
 COUNTY OF Dallas }
 Filed for record this 5th day of
 January 1904 at 11:30
 o'clock A. M.

By Ag Jackson
 County Clerk.
 Deputy.

Return to
 12/1/99 1/20-00 109-446

SOCIETY-1978

3362.

Estate
A J Obmchain
County Court Dallas
Co Texas
Claim of Guarant
tee Savings Loan
& Investment
Co

275
1792

FILED
MAR 5 1904
FRANK J. JENNINGS, Co. Clerk
[Signature]

FILED BY THE DALLAS HERALD SOCIETY-1978

The State of Texas, *
County of Dallas, *
-----*

In the Estate of A.T. Obenchain, deceased.

To the Honorable County Court in and for said County:

Your petitioner, H.L. Obenchain, shows to the court that he resides in Dallas County, Texas.

That A.T. Obenchain, died intestate, on August 25th, 1902, in Dallas County, Texas. That at the time of his death he had his fixed place of Domicile in Dallas County, Texas.

That at the time of his death the said A.T. Obenchain was seized and possessed of real and personal property of the estimated and probable value of Thirty ~~Two~~ Thousand Dollars.

That there is a necessity for ~~X~~ an administration on the estate of the said A.T. Obenchain, for the reason that at the time of his death he was indebted to certain creditors in various sums which indebtedness is a charge upon the said estate and that said indebtedness is still due and unpaid.

That your petitioner is the next of kin to the said A.T. Obenchain, as he is the only child of the said A.T. Obenchain, and the only heir at law, and that deceased left surviving him no wife, and that your petitioner is not disqualified from administering on said estate.

Wherefore petitioner prays, that citation be issued to all parties interested in said estate as required by law; that letters of administration be issued to your petitioner, and that such other and further orders be made as to the court may seem proper.

R. B. Seay
Richardson Seay
Atty for Petitioner

No. 3362

In the Estate of -
A.T. Obenchain, deceased

Petition for Administration
By
H.L. Obenchain,

FILED

JAN 19 1909

Frank Co. Clerk
By *M. Lawrence*
Clerk

R.B. Seay
Richardson Seay
attor to Petitioner

Your petitioner files with this application an exhibit in writing
Estate of A. T. Obenchain * In the County Court of Dallas County,
showing the condition of said estate as required by law.

Deceased petitioner prays that Texas, September term 1903.
by law, and upon hearing thereof an order be issued by Court authorizing
petitioner To the Hon. Ed. S. Lauderdale, Judge of said Court:

Your petitioner Harry L. Obenchain, administrator of
the estate of A. T. Obenchain deceased respectfully shows unto the Court that
it is necessary to sell a part of the real estate belonging to said estate
to pay the legal claims and charges against said estate, and he thinks that
the proceeds of the following described property will be sufficient for
such purpose, and that a sale of said property will be for the best interest
of said estate, said property being described as follows to-wit:

Lots 13, 14, 15 and 16 In Block 13 Munson and Puringtons addition to
the City of Denison in Grayson County, Texas.

One lot tract or parcel of land at the corner of Chesnut Street and
the Santa Fe Railway Dallas County, Texas and being lot No. 3 in Block No.
3, Gano and Eakins addition to the City of Dallas Texas.

Also one lot, tract or parcel of land in the City of Dallas, Dallas
County, Texas, fronting on the west side of Ervay street 85 feet and running
back 258 feet to South street and fronting 157 feet on South St., being the
same tract of land heretofore conveyed by Royal A. Ferris to H. L. Obenchain
by deed dated September 7th 1893 and recorded in Book 166 page 609 records
of Deeds of Dallas County, Texas, except ~~72x150~~ 72x150 feet out of the

north corner heretofore deeded by H. L. Obenchain to Will Mooreland, said
72 x 150 feet more particularly ^{described} in deed to Wm R. Mooreland, dated
May 6, 1897. Recorded in Vol 209, Page 508. Record of Deeds etc
Dallas County Texas.

-3-

Estate of A.T. Obenchain, + In the County Court of Dallas County,
Decceased, + Texas, September Term A.D. 1903.

W. Ferris to H. L. Obenchain by deed dated Sept. 7th 1903 and recorded in
To Hon. Ed. S. Lauderdale, Judge of said Court;
Book 122 page 500 Records of Deeds of Dallas County, Texas. Except 72150

Now come Harry L. Obenchain, Administrator of the estate of A.T. Oben-
chain, deceased, and would show unto the court the condition of the said
estate as follows, to wit:

ASSETS.

100 feet on Chappel Street and running back to Silver Street forming a rect-
A lot or tract of land at the corner of Harwood Street and Mc Kinney
Avenue in the City and county of Dallas, Texas, Beging at the S.E. Cor.
of the intersection of the said street and running with the East line of
Harwood Street about 46 feet to a corner, thence with right angles with
said line of Harwood Street 220 feet to Phelps Street, thence along the
West line of Phelps Street to McKinney Avenue to the begining. Said property
being appraised at the value of, \$-----

A lot or tract of land 80 X 220 feet begining on the East line of Harwood
Street, about 126 feet South of S.E. Corner of Harwood and McKinney and
fronting 80 feet on Harwood and forming a right angle 220 feet back to
Phelps Street, lying and being in the City and County of Dallas, Texas. Said
property and the first above described property being together appraised
at the sum of, \$20,000.00.

A lot or parcel of land fronting on the West side of Chestnut Street at
the interesation of the said West line of the said street with the North
line of the Santa Fe Railway right of way, being about 75 X 200 feet, lying
and being in the City and County of Dallas, Texas. Said property being app-
raised at the sum of, \$ 1200.00.

Lots, 13, 14, 15 and 16, in Block 13, Munson and Purringtons Addition to the
City of Denison, Crason County, Texas. Said property being appraised at the
sum of, \$ 1150.00.

A lot or tract of land in the City and County of Dallas, Texas fronting 85
feet on the West side of Ervay Street and running back to South Street and
fronting 157 feet on South Street, being the same land conveyed by Royal

CO-0000-00

-2-

LIABILITIES.
Claims Allowed.

One note dated May 10th. 1900 payable 90 days after date, bearing interest at the rate of ten per cent from maturity, providing for an Attorneys fee of ten per cent signed by A.T. Obenchain and payable to J.B. Adou, \$500.00.

One note dated December 12th. 1901, payable six months after date, bearing interest from maturity at the rate of ten per cent, and providing for ten per cent attorneys fees, signed by S.M. Henry, and payment guaranteed by A.T. Obenchain to J.B. Adou for, \$ 50.00.

One note dated December 10th. 1901, payable six months after date, bearing interest from date at ten per cent, providing for ten per cent attorneys fees, signed by A.T. Obenchain and payable to J.B. Adou, \$ 50.00.

One note dated October 23 rd. 1901, payable one year after date bearing interest after maturity at ten per cent, providing for ten per cent attorney fees, signed by A.T. Obenchain, and payable to M.J. Newton, *indorsed to J.B. Adou*, \$ 150.00.

One note dated October 23 rd. 1901, payable June 23rd. 1902, bearing interest from maturity at ten per cent, providing for ten per cent attorneys fees, signed by A.T. Obenchain, payable to M.J. Newton, *indorsed to J.B. Adou*. \$ 150.00.

One note dated November 22nd. 1901, payable on demand, bearing interest from date at the rate of ten per cent, providing ten per cent attorneys fees, signed by A.T. Obenchain, payable to National Bank of Commerce, \$1166.49.

One Open Account dated May 19th. 1903, in favor of Ed. C. Smith & Bros, for Funeral Expenses, \$ 168.25.

One Open Account dated October 1st. 1902, in favor of P. Holt M.D. balance due for medical services, \$ 92.00.

Total Claims allowed to date, \$ 2335.74

Also the following claims which will probably be presented for allowance, to wit;

Notes in favor of C.D. Morey, amount, about, \$ 4000.00.

Notes in favor of Building & Loan Association, about, 1600.00.

\$5600.00.

2335.74

Probable amount due by estate. \$ 7935.74

Estimated expense for administering the estate. \$ 1000.00

Interest from maturity of the note of ten per cent...
One note dated December 15th, 1901, payable six months after date...
of ten per cent signed by A. T. Obenchain and payable to J. B. Wagon, \$200.00...
of the note of ten per cent from maturity of the note of ten per cent...
One note dated May 10th, 1901, payable six months after date of maturity...

CLERK OF DISTRICT COURT
DALLAS COUNTY TEXAS

State of Texas
County of Dallas

Personally appeared before me the undersigned authority Harry L. Obenchain, Administrator of the Estate of A. T. Obenchain, deceased, who after being by me duly sworn on oath say s that the above and foregoing statement of the present condition of the said estate is true and correct as therein stated.

H. L. Obenchain

Sworn to and subscribed before me this 28th day of September A. D. 1903.

Lee Richardson
Notary Public in and for Dallas
County Texas

No. 3361

Estate of A. J.
Ornchain, deceased.

Harry L. Ornchain
Administrator,

Application to sell land

FILED

SEP 29 1903

FRANK A. SPANKS, Co. Clerk
BY *H. A. [Signature]*

Filed Sept 29, 03.

RECEIVED SEP 29 1903

Estate of A.T. Obenchain, deceased.

In the County Court of
Dallas County, Texas.
Nov. Term A.D. 1903.

To the Hon. Ed. S. Lauderdale Judge of said Court:

A.T. Obenchain administrator of said estate, here now reports to
obedience to an order of sale made by this court on
7th day of November A.D. 1903, at Dallas, in the county of Dallas and
State of Texas, at private sale on November 9th, 1903, to Harry Brooks,
of Grayson County State of Texas, the following described property
belonging to the said estate of A.T. Obenchain, deceased, to wit; Lots
13, 14, 15 and 16 in Block 13, Munson & Puringtons Addition to the city
of Denison in Grayson County, Texas, for the sum of One Thousand One
Hundred and Fifty Dollars (\$1150.00) Cash, said property so sold is a
part of the same that is described in said order of sale and the terms
of sale are the same as therein set forth.

Subscribed and sworn to this November 10th, 1903.

H.L. Obenchain
Harry Brooks
Notary Public Dallas
County, Texas.

FILED BY THE DALLAS GENEALOGICAL SOCIETY-1978

3362
Estate of
A. J. Obenchain
deceased;
N. S. Obenchain
Administrator
Report of Sale
of Land

FILED

NOV 10 1903

FRANK P. SWANKS, Co. Clerk

W. Swanks

Recorded in Minutes

FILED BY THE DALLAS GENEALOGICAL SOCIETY-1978

Estate of A. T. Obuchain ^{of} In Probate Court
3 Dallas County Texas
March Term 1903

To the Hon E. S. Landerdale Judge of said Court

It is Respectfully shown that with the assistance of
H. L. Obuchain administrator of the above estate and the
undersigned ^{Appraisers} with file inventory and apprais-
ment in force of the estate of A. T. Obuchain deceased
as the same has come to our knowledge - It appears
that there belongs to said Estate as separate property of
deceased the following:

1st A lot or tract at the Corner of Harwood St. and Mc-
Kinny Avenue in the City & County of Dallas Beginning at
the S.E. corner of the intersection of said street and
running with the East line of Harwood Street ^{about} 46 feet to
to a corner thence at right angles with said line of
Harwood St 220 feet to ~~the~~ Phelps St. Thence along
the West line of Phelps St. to McKinny Ave. Thence
along S.E. line of McKinny Ave to the beginning
said property of the value of

2nd A lot or tract of land 80x220 feet beginning
on the East line of Harwood Street about 126 feet
South from the S.E. corner of Harwood and McKinny
and fronting 82 feet on Harwood and forming a rect-
angle 220 feet back to Phelps St. said property
of the value of - above two tracts \$20,000⁰⁰

3rd A lot or tract of land fronting on the West
line of Chestnut St at the intersection of said
West line of said street with the North line of
Santa Fe by right of way being about 75x200
feet of the value of \$1,200⁰⁰

~~4th~~ Lots 13, 14, 15 & 16 Block 13 Mission and
Puringtons addition to Divison Grayson County

Items of the value of

\$1150⁰⁰

5th A lot or track of land in City & County of Dallas ^{Texas} fronting 85 feet on the West side of Ervey St. and running back to South St and fronting 157 feet on South St being same land conveyed by Royal A. Ferris heretofore to H.L. Obenshain Except 72 x 158 ^{feet} conveyed by said H.L. Obenshain to Will Morland - said property of the value of \$4000.⁰⁰

6th Lot or track of land in West Dallas Dallas County Texas fronting 100 feet on Chappell St and running back to Sylvan St forming a rectangle 100 x 368 feet of the value \$400⁰⁰

7th A triangular shaped track of land in the town of Trinity Mills Dallas County Texas of about 1/2 acre of the value of \$50⁰⁰

8th There is due from Fire Ins. Company represented by Serings & Smith the sum of \$500⁰⁰ Insurance on two frame buildings destroyed by fire since death of A.T. Obenshain - said buildings were located on track of land represented by No 1 - in this Inventory - ~~being due from~~ ^{\$500.⁰⁰}
Representing Total Value of E. J. Lewis \$27300.⁰⁰

State of Texas
County of Dallas

E. J. Lewis
W. H. Landerdale
M. H. Lewis

Before me the undersigned authority on this day personally appeared E. J. Lewis, Ch. Landerdale & M. H. Lewis who after being by me duly sworn on oath State that as a true and correct ~~copy~~ Inventory & appraisement of the estate of A. T. Obenshain ~~correct~~

No. 3362

COUNTY COURT.

ESTATE OF
A. J. Oruchain
Res.

Inventory and Appraisement.

Filed 7th day of March 1903
By J. R. Shandy County Clerk.
A. M. Lawler Deputy.

Examined and Approved this
day of March 1903
E. A. Lauderdale County Judge.
S 1897
John Williamson, Printer, Dallas.

6/579

THE STATE OF TEXAS,
COUNTY OF DALLAS.

H. L. Oruchain Admin.

of the above named Estate do solemnly swear that the foregoing is a true, full and complete Inventory of all the property, real and personal, belonging to said Estate, that has come to my knowledge.

Sworn to and subscribed before me, this the

7th day of March A. D. 1903
H. L. Oruchain
J. R. Shandy Clerk County Court.
By A. M. Lawler Deputy.

THE STATE OF TEXAS,
COUNTY OF DALLAS.

Before the Undersigned Authority, this day personally appeared

E. J. Lewis, C. H. Lauderdale & W. H. Lewis

Appraisers of the above named Estate, heretofore appointed by the Court, and each being duly sworn, says that the above and foregoing is a just and true Appraisement of the property pointed out to them as belonging to said estate.

Sworn to and subscribed before me, this the

7th day of March A. D. 1903
E. J. Lewis
C. H. Lauderdale
W. H. Lewis
J. R. Shandy Clerk County Court.
By A. M. Lawler Deputy.

In Re) In the Probate Court, Dallas County,
)
 A. T. Obenchain, deceased.) Texas,

A. T. Obenchain, deceased, and makes this his final report of the condition of said estate.

Received rents from whole estate for	Sept.- '02-	\$95.50
" " " " " " "	Oct.- "	118.35
" " " " " " "	Nov.- "	88.00
" " " " " " "	Dec.- "	115.65
" " " " " " "	Jan.- '03	155.50
" " " " " " "	Feb.- "	153.00
" " " " " " "	Mar.- "	149.00
" " " " " " "	Apr.- "	151.00
" " " " " " "	May - "	158.00
" " " " " " "	June- "	149.50
" " " " " " "	July- "	147.25
" " " " " " "	Aug.- "	141.30
" " " " " " "	Sept. "	156.45
" " " " " " "	Oct. "	156.50
" " " " " " "	Nov. "	154.55
" " " " " " "	Dec. "	172.95
" " " " " " "	Jan. '04	194.50
" " " " " " "	Feb. "	182.00
" " " " " " "	Mar. "	177.50

Total amount collected from rents to date-----	\$2816.50
Fire Ins. policy collected-----	500.00
Proceeds sale of Denison property, net-----	944.00
Total amount collected for estate-----	4260.50

Paid out,

1902, Sept. 20th, to repairs - - - - -	\$ 3.60
" " 22nd, to " - - - - -	19.50
" " 25, to " - - - - -	7.50
" " 26, to notice in "Dallas News" - - - - -	1.10
" " 27, to repairs - - - - -	15.55
" " 28, to water rent - - - - -	14.00
" " 17, to interest paid C.D. Morey - - - - -	23.33
" " 30, to commission paid agts for collecting - - - - -	4.05
Total amount paid out during September 1902 - - - - -	89.63
1902, Oct. 13, to insurance - - - - -	12.00
" " 9, to payment of note (Lewis & Jackson) - - - - -	52.50
" " 31, to commission paid real estate agts - - - - -	3.80
" " 31, to interest paid C.D. Morey - - - - -	23.33
Total amount paid out during October, 1902 - - - - -	91.63
1902, Nov. 10, to repairs (Mathewson) - - - - -	5.00
" " 17, to interest paid C.D. Morey - - - - -	23.33
" " 17, to bath tub and other repairs 440 N. Harw. - - - - -	55.00
" " 22, to water rent - - - - -	2.00
" " 26, to City taxes - - - - -	166.09
" " 30, to commission paid real estate agts - - - - -	3.40
Total amount paid out during November 1902 - - - - -	254.82
1902, Dec. 17, to interest paid C.D. Morey - - - - -	27.33
" " 31, to commission paid real estate agts - - - - -	4.25
Total amount paid out during December 1902 - - - - -	27.58
1903, Jan. 6, to repairs (W.A. Jones) - - - - -	9.00
" " 31, to commission paid real estate agts - - - - -	6.02
" " 6, to building filter and cleaning cistern - - - - -	9.50
" " 17, to interest paid C.D. Morey - - - - -	23.33
Total amount paid out during January 1903 - - - - -	47.85
1903, Feb. 5, to repairs to livery stable - - - - -	10.50
" " 17, to interest paid C.D. Morey - - - - -	23.33
" " 28, to commission paid real estate agts - - - - -	4.90
Total amount paid out during February 1903 - - - - -	38.73
1903, Mar. 3, Insurance - - - - -	21.00
" " 16, to water rent - - - - -	2.00
" " 17, to repairs - - - - -	1.60
" " 17, to notice in "Dallas Democrat" - - - - -	3.00
" " 31, to interest paid C.D. Morey - - - - -	23.33
" " 31, to commission paid real estate agts - - - - -	3.85
Total amount paid out during March 1903 - - - - -	54.78
1903, Apr. 11, to interest paid C.D. Morey - - - - -	23.33
" " 18, to repairs (Bucklew) - - - - -	7.50
" " 30, to commission paid real estate agts - - - - -	3.60
Total amount paid out during April 1903 - - - - -	34.43

3.

1903, May 11, to repairs	-----	
" " 15, to insurance	-----	\$ 5.70
" " 18, to painter	-----	37.05
" " 31, to interest paid C.D. Morey	-----	2.00
" " 31, to commission paid real estate agts	-----	26.63
Total amount paid out during May 1903	-----	78.78
" " 30, to interest paid C.D. Morey	-----	26.63
" " 30, to commission paid real estate agts	-----	6.45
Total amount paid out during June 1903	-----	37.61
1903, July 9, to repairs (K. Shields & Co.)	-----	40.00
" " 30, to interest paid C.D. Morey	-----	26.63
" " 31, to commission paid real estate agts	-----	4.25
Total amount paid out during July 1903	-----	70.91
1903, Aug. 14, to repairs	-----	12.00
" " 17, to faucet	-----	1.00
" " 20, to water rent	-----	5.00
" " 31, to interest paid C.D. Morey	-----	26.63
" " 31, to commission paid real estate agts	-----	3.40
Total amount paid out during August 1903	-----	48.06
1903, Sept. 30, to interest paid C.D. Morey	-----	26.63
" " 30, to commission paid real estate agts	-----	2.10
Total amount paid out during September 1903	-----	28.73
1903, Oct. 20, to rebuilding and resetting grates	-----	6.50
" " 20, to water rent	-----	2.00
" " 31, to interest paid C.D. Morey	-----	26.63
" " 31, to commission paid real estate agts	-----	4.95
Total amount paid out during October 1903	-----	40.11
1903, Nov. 14, to repairs (Rodgers & Co.)	-----	2.50
" " 30, to interest paid C.D. Morey	-----	26.63
" " 30, to commission paid real estate agts	-----	3.95
Total amount paid out during November 1903	-----	33.11
1903, Dec. 15, to repairs on filter and cistern 440 N. Har.	-----	8.00
" " 21, to repairs	-----	2.50
" " 22, to brick	-----	3.75
" " 31, to interest paid C.D. Morey	-----	26.63
" " 31, to commission paid real estate agts	-----	4.95
Total amount paid out during December 1903	-----	45.86
1904, Jan. 4, to repairs	-----	2.25
" " 5, to repairs	-----	3.00
" " 18, to water rent	-----	2.00
" " 18, to repairs	-----	1.10
" " 21, to interest paid C.D. Morey	-----	26.96
" " 31, to commission paid real estate agts	-----	3.20
Total amount paid out during January 1904	-----	38.21

1904, Feb. 5, *Frank*
By B F C

1902, WEA 11' to repairs - - - - - \$ 2.50
 1902, WEA 11' to repairs - - - - - 5.00
 1902, WEA 11' to interest paid C.D. Morey - - - - - 28.68
 1902, WEA 11' to commission paid real estate agts - - - - - 4.65
 Total amount paid out during February 1904 - - - - - 39.81
 1902, WEA 11' to interest paid C.D. Morey - - - - - 29.84
 1902, WEA 11' to commission paid real estate agts - - - - - 5.13
 Total amount paid out during March 1904 - - - - - 52.79

4.

1904, Feb. 5, to repairs - - - - - \$ 2.50
 " " 20, to repairs - - - - - 5.00
 " " 29, to interest paid C.D. Morey - - - - - 28.68
 " " 29, to commission paid real estate agts - - - - - 4.65
 Total amount paid out during February 1904 - - - - - 39.81
 1902, Nov. to clearing away burnt bakery and oven and
 replacing same - - - - - 447.00
 1903, Dec. to rebuilding burnt house adjoining bakery - - - - - 463.00
 1903, April, to repairing, repapering, building porch
 and painting, Phelp str. house - - - - - 85.00
 1903, Jan. to fencing - - - - - 50.00
 1903, Mar. to administrators bond - - - - - 89.25
 to undertaker (Ed. C. Smith & Bro.) - - - - - 138.25
 to Dr. Holt - - - - - 92.00
 1904, Feb. 7, to note to National Exchange Bank - - - - - 228.05
 to note to Lewis & Jackson - - - - - 155.45
 Total amount paid out - - - - - 2896.44

Summary.

Total amount collected as above - - - - - \$4230.50
 Total amount paid out as above - - - - - 2896.44

Balance due estate by administrator - - - - - 1364.06
 There still remain

There still remain unpaid, allowed by said administrator
 and properly filed in this court the following claims against
 said estate;

C.D. Morey - - - - - \$4000.00
 J.B. Adoue and Nat'l Bank of Commerce - - - - - 2651.00
 Guarantee S., L. & Invstmt. Co. - - - - - 1840.00

Total - - - - - \$8491.00

Which said claims have been assumed and will be paid by the admin
 istrator, H.L. Obenchain, who is the only child and sole heir of the
 said A.T. Obenchain deceased.

Wherefore the administrator prays the court that an order be made
 finally discharging the administrator and turning over and confirming
 to H.L. Obenchain, sole heir to said estate, the property belonging to
 same upon the payment of said claims and filing receipts for same
 herein.

H.L. Obenchain

Subscribed and sworn to before me this the 2nd day of April, A.D. 1904

*Frank R. Shaulk, Clerk County Court
 Dallas County, Texas
 By B. F. Cullom, Deputy*

3362

Est of
A. T. Obenchain
Dec'd

Final Report of
Administrator

FILED

APR 27 1914

137 Clerk

June 13 1914
Examined & approved
Ed. J. Rumboldt

County Judge
Records L - 411
Filed Record

Issd Apt 2 -