

MECHANIC'S LIEN CONTRACT

No 323400

THE STATE OF TEXAS,

COUNTY OF BEXAR.

James H. Payne and wife Olga Payne

RESIDENCE 1650 W. Craig

BUSINESS

owner
of Lot 14 in Block 1990
of Zarzamora, fronting 157.66 feet on the East side of
Street, in the City of San Antonio, Bexar County, Texas, described as follows:

in consideration of constructing improvements on said premises in said street under the terms of contract between the City of San Antonio, and the Southwest Bitulithic Company, and the specifications therein referred to, do promise to pay said Company, or its assigns, at San Antonio, Texas, the sum of Six Hundred Ninety-Four and 09/100 Dollars (\$ 694.09) being \$ 578.61 for said improvements exclusive of curb, and \$ 115.48 for curb, being \$ 3.67 per front foot for improvements exclusive of curb, and \$ 0.65 per lineal foot for curb; but if the frontage of said premises shall exceed the frontage above stated, the cost of such improvements in front of the excess shall be paid to said Company at said rate per front foot, and if the frontage shall be less, a deduction shall be made therefor at such rate.

The amount due hereon shall be paid as follows: One-sixth within thirty (30) days from completion of said improvements in front of said premises and acceptance thereof by the city;

One-sixth on or before one year from said date of acceptance;

One-sixth on or before two years from said date of acceptance;

One-sixth on or before three years from said date of acceptance;

One-sixth on or before four years from said date of acceptance;

One-sixth on or before five years from said date of acceptance;

with interest from said date of acceptance at the rate of 7% per annum, payable annually, and principal and interest not paid when due shall bear interest at 10% per cent per annum. If default is made in the payment of principal or interest when due, then, at the option of said company, or its assigns, the whole amount then unpaid shall be and become due, together with reasonable attorney's fees and costs of collection, which shall be paid hereon if incurred.

In consideration that said company shall make such improvements, and to secure the payment of said sums, the undersigned promise to pay said sums, and do hereby grant to it, and its assigns, an express contract lien and a constitutional and a statutory Mechanic's Lien on said improvements and on said premises.

It is expressly agreed that the City has levied or may levy an assessment against said premises and owners for the pro rata part of the cost of improving the portion of the street included in said contract, and may issue a certificate in evidence of any assessment so levied, and any error or invalidity in any proceedings of the City with reference to making said improvements or assessing or prorating the cost thereof, or in issuing any certificate in evidence of any assessment, is hereby waived.

It is expressly agreed that changes in the plans or in the material for such improvements, so long as the improvements actually constructed shall be substantially as good as those provided in said contract with the City, shall not impair the obligation or lien of this instrument, or any assessment, but any and all such changes are hereby agreed to, and acceptance of said improvements by the City shall be conclusive between the undersigned and the Company as to the proper construction of such improvements, and all instructions and determinations of the City and its Engineer, or his representatives, with reference to said improvements shall be binding upon the undersigned and said company. The recital of any matters in any certificate to be issued by the City evidencing the assessment shall be prima facie proof of the matters so recited in any suit upon such certificate or upon this contract.

The obligations and lien of this instrument are collateral to and cumulative of the obligations and liens of any such assessment and certificate, and any payment upon one shall operate as a credit upon the other. This obligation is not conditioned upon the improvement of said street before all property abutting thereon, but improvements may be omitted in front of the property of any owner who does not satisfactorily secure to said Company his pro rata share of the cost of improving said street.

All interlineations, alterations, corrections, and insertions were made and approved before signing.

WITNESS our hands this the 7th day of October A. D. 1929

James H. Payne

10/7/29

Olga Payne

THE STATE OF TEXAS,

County of Bexar.

BEFORE ME, the undersigned authority, on this day personally appeared

James H. Payne & wife Olga Payne

known to me to be the person s whose name s are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the said Olga Payne

wife of the said James H. Payne

having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said

Olga Payne

acknowledged such instrument to be her act and deed, and she 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 the 7 day of October A. D. 1929

Seal

Chas. F. Collins

Notary Public, Bexar County, Texas.

Filed for record Apr 4, 1930, at 11.00 o'clock AM

Jack R. Burke

County Clerk, Bexar County, Texas.

Recorded Apr 9, 1930, at 2:40 o'clock PM

By Dillard Coy

Deputy.