

EDWARD T. AUSTIN,  
Notary Public and Conveyancer,  
STRAND, GALVESTON, TEXAS.

The State of Texas,

County of

Know all Men by these Presents,

That E. O. Lynch and his wife Eliza Lynch

of the County of Galveston State of Texas being justly indebted to

George Ball of the County of Galveston State of Texas in the sum of Two Thousand  
dollars U. S. Legal Tender Notes

due by virtue of one promissory note dated 4<sup>th</sup> day of  
October 1866, drawn by Marcus F. Holt  
in favor of George Ball

and due six months after date  
with interest at the rate of 12% per annum from  
date

the payment of which note and interest at maturity we desirous of assuring and securing to the said George  
Ball or his

assigns, in consideration of the premises, and also in consideration of the sum of Five Dollars to us in hand paid by

Wm P Ballinger of Galveston County and State of Texas HAVE THIS DAY Granted, Bargained

and Sold, AND BY THESE PRESENTS DO Grant, Bargain and Sell, Alen and Convey UNTO THE SAID

William P Ballinger the following described Property, to wit:

ALL those CERTAIN tracts, lots or parcels of  
land lying and being situate in the County of  
Galveston and known and designated on the map  
or plan of the City of Galveston as lots numbered  
four, five & six (4, 5 & 6) in Block number one hundred  
and ninety six (196)

TO HAVE AND TO HOLD THE SAID ABOVE DESCRIBED PROPERTY, Together with all and singular

the Rights, Tenements, Hereditaments and Appurtenances to the same belonging, or in anywise incident or appurtenant unto the said

William P Ballinger and his assigns FOREVER. IN TRUST NEVERTHELESS, That in case we or our assigns do well

and truly pay to the said George Ball or Assigns, the said note and interest at or before the maturity thereof, then the Estate hereby created ceases and

determines in the same manner as though the same had never been executed; BUT IN CASE OF DEFAULT on our part

or on the part of our assigns, in the payment of the said note and interest, when the same shall be due and payable, then and in that case the said Wm P Ballinger is hereby empowered and it shall be his duty as Trustee, at any time after said default made in the payment of the said note or any part of the said note; at the request of the legal holder of the note or notes remaining unpaid, to advertise said property above described for twenty days, in some newspaper printed in the County of Galveston for sale to be sold on a day named in said advertisement, before the Court house door in the County of Galveston to the highest and best bidder for Cash; and on the day named in said advertisement, to sell said property or so much thereof, as shall be sufficient to pay the note and interest due and unpaid according to the terms of said advertisement, and at the place designated herein, and a good and sufficient title to said property to make to the purchaser at said sale, in character as Trustee, hereby binding our heirs, &c., to abide by and defend the title made by the said Trustee under sale made in accordance with, and under the power vested by this instrument. With the proceeds arising from said sale, after deducting expense of advertisement and five per cent. commission to the Trustee for selling, the said Trustee shall pay the amount of principal and interest due upon the note herein before first described, and the remaining balance, if any, shall pay to ourselves our heirs or assigns: And in case the said Trustee herein named, should be unable or unwilling to act in carrying out the provisions made in this Trust in case of default of payment of the note intended to be secured by it, then it shall be lawful and it is hereby made his duty to appoint a substitute Trustee for him under his hand, to act for him and the act of the said person so appointed substitute, shall be as binding and effectual as though performed by the original Trustee; And should the said Trustee refuse to appoint a substitute Trustee, then it shall be lawful for the holder of the note due and unpaid, to appoint said substitute Trustee under his hand and seal, and the acts of the substitute done in accordance with the terms of this Trust shall be as effectual and binding as though performed by the original Trustee.

In Testimony of All Which, we have hereunto set our Hands at Galveston this the 4<sup>th</sup> day of October 1866

E. O. Lynch  
Eliza Lynch

The State of Texas,  
COUNTY OF Galveston

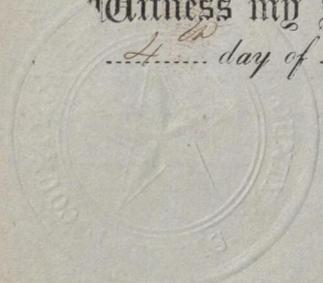
BEFORE ME, The undersigned, Oscar Faish Clerk of the County Court

for the County of Galveston State aforesaid, at Galveston on this the 4<sup>th</sup> day of October 1866, personally came and appeared E. O. Lynch and his wife Eliza Lynch

to me known, party signing the foregoing Deed of Trust, bearing date the 4<sup>th</sup> day of October 1866, who acknowledged said Instrument, and the signing thereof to be their respective act and deed, and declared that they had executed and delivered the same for the purposes and considerations therein expressed. And that the said Eliza Lynch in private examination separate and apart from her said husband and after she had fully explained to her its contents and character acknowledged the said Deed of Trust to be her act and deed and declared that she had willingly signed and delivered the same & that she wished not to retract

Witness my Hand, and official Seal at Office, in Galveston this 4<sup>th</sup> day of October AD 1866

Oscar Faish Clerk of the County Court  
of Galveston County



The State of Texas } The Deed of Trust on  
County of Galveston } the 1<sup>st</sup> & 2<sup>d</sup> pages hereof  
written was filed for record in this Office Oct 5<sup>th</sup>  
1866 at 3 P.M. and was recorded Oct 6<sup>th</sup>  
1866 at 1 P.M. in Book "V" pages 120 & 121.



In witness whereof, Oscar Farish  
Clerk of the County Court of Galveston  
County hereto subscribe my name and  
affix the Seal of said Court this  
the 6<sup>th</sup> Day of October A.D. 1866.  
Oscar Farish clk

I hereby acknowledge payment in full of the promissory  
note of ~~E. J. Lynch~~ ~~for \$2000~~ for \$2000<sup>00</sup> & interest  
to secure the payment whereof they conveyed in trust to J. P.  
Ballinger the lots Number 4, 5 & 6 in Block 196 in  
Galveston City, by Deed of Trust bearing date October 4<sup>th</sup>  
1866, which Deed of Trust is of record in Gal County Clerks  
Office Book "V", pages 120 & 121, and in consideration  
thereof I hereby cancel and annul said Deed of Trust and  
release said property from all claim and lien thereon  
by reason of said note and said Deed of Trust. Witness my  
hand & seal at Galveston November 28<sup>th</sup> A.D. 1866.

Geo Ball

*[Handwritten signature]*



C. D. Lynch

<sup>and</sup>  
Eliza Lynch

J. M. Deed of  
Trust

William P. Ballinger

Filed Oct 5<sup>th</sup> 1866 at  
3 P. M.

Oscar Faust clk  
Release

Filed Nov 28<sup>th</sup> 1866 at  
4 P. M.

Oscar Parish, clk  
pr Hugo Brosig, deputy

paid



The State of Texas The within Release was filed for  
County of Galveston  record in this Office Nov 28<sup>th</sup> 1866  
at 4 P. M. and was recorded Nov 29<sup>th</sup> 1866 at 12 M. in  
Book "A", pages 182.

I, the within whereof A. Oscar Parish, Clerk  
of the County Court of Galveston County heret  
subscribe my name and affix the Seal of  
said Court this the 29<sup>th</sup> Day of November  
A. D. 1866.



Oscar Parish, clk  
pr Hugo Brosig, Deputy

