

THE WRITING'S ON THE WALL

A STUDY OF HOLOGRAPHIC WILLS

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“The Writing’s On The Wall”- A Study of Holographic Wills

I. Formal Requirements For A Valid Will

The requirements for a valid will in Texas are that the document must be:

- a. in writing;
- b. signed by the testator; and
- c. attested by two or more credible witnesses above the age of fourteen who sign their names on the document in the presence of the testator.

Tex. Prob. Code § 59 (West 2011) .

II. Exception for Wills Wholly in the Handwriting of the Testator

There is an EXCEPTION to requirement (c) set forth above. That is, the attestation of the subscribing witnesses may be dispensed with if the will is wholly in the handwriting of the testator. Tex. Prob. Code § 60 (West 2011). Requirement (a) above is satisfied only if the will is wholly in the handwriting of the testator. Requirement (b) above is unchanged in that the will must be signed by the testator. The signature requirement will be discussed in more detail below.

Texas is among a number of states which recognizes the validity of holographic (handwritten) wills. Not all states recognize the validity of holographic wills, the basis for which has much to be with concern about the genuineness of the document and the signature.

The reasons people draft holographic wills are varied. Unfortunately, one reason is often that the testator fears the cost of hiring an attorney to prepare the will is too high. In fact, that appeared to a primary concern of Mr. Herman Obelweiss in his handwritten will, which was admitted to probate in Anderson County, Texas. A typed transcript of his will is Appendix A.

A. No Particular Form of Document is Required

Neither Section 60 of the Texas Probate Code nor case law require that the writing be on any particular form of document. As one might imagine, and as is shown below, testators have been quite creative in their selection of a canvas for their handwritten testamentary “instrument”.

1. Envelope and Contents

In *Warnken v. Warnken*, 104 S.W.2d 935 (Tex. Civ. App.--Austin 1937, writ dismissed w.o.j.), August Warnken executed an attested will and later a holographic codicil to the will. In between, he placed a \$1,000 bond in a sealed envelope and wrote on the outside of the envelope: “*The contents of this envelope to be opened at my death is a gift to Edith from dad. August Warnken 11/26/32.*” *Id.* at 936. This envelope was never delivered to Edith Birdwell Warnken. *Id.* The Court found that Warnken intended the ownership of the bond in question to pass to his wife upon his death. *Id.* at 937. The Court stated that in holographic instruments neither the form of the document nor the words used by the writer are of controlling importance if its genuineness is certain, and the intention of the maker is clear. *Id.*

In *No. 388,452; In re Estate of Amalia Mejia Hethcoat; In the Probate Court Number Three of Harris County, Texas*, the testator wrote her will on a bank cash envelope. A copy of her will is Appendix B.

In 95-3275-P2; *In re Estate of Bertha Mae Brady; In the Probate Court Number Two of Dallas County, Texas*, the testator wrote her will on an envelope from NationsBank. A copy of her will is Appendix C.

2. Greeting Card

In *Trim v. Daniels*, 862 S.W. 2d 8 (Tex. App.-Houston [1st Dist] 1992, writ denied), Bill Hayes Daniels, a practicing attorney, died in an accident

at the age of 36. *Id.* at 9. Prior to his death, Daniels mailed a greeting card to Verneice Daniels. *Id.* A copy of the will is Appendix D. Verneice received the card in the mail following Daniels' death. Verneice, who claimed to be Daniels' common law wife, filed the card for probate, which the court admitted to probate as a valid holographic will of Mr. Daniels. *Id.* Gwendolyn Trim, who also claimed to be the Daniels' common law wife, contested the probate of the will on various grounds. *Id.*

The Court affirmed the probate of the greeting card upon which the following words were written on the back: "Last Will: I leave everything to Verneice Daniels. B.H.D." *Id.* at 11. The court also discussed the phrase, "Note: Handle pursuant to the incomplete will that Doris has," finding that there was no evidence of the existence of such document, and that the language was meant to express the manner in which the decedent wanted his estate handled and not to dispose of his estate in a particular manner. *Id.* at 10.

3. Will Forms

In *No. 342,993; In re: Estate of Noe; In the Probate Court Number Two of Harris County, Texas*, the testator went to the store to buy a will form. However, she mistakenly purchased a kit for a "living will." Apparently not understanding the difference, or simply frustrated that the will form was not as expected, the testator, turned over the cardboard cover and handwrote her will on the back. A copy of the will is Appendix E.

In *No. 2764; In re Estate of Howard Robinson; In the County Court of Waller County, Texas*, the testator simply wrote the disposition of his estate across the typed "fill in the blank" will form. A copy of the will is Appendix F.

4. "While You Were Out" Slips

In *91-CPR-012194; In re Estate of Walker; In the County Court At Law of Fort Bend County Texas*, Lady Jewel Walker wrote out her will on the backs of a series of pink "While You Were

Out" slips. A copy of the will is Appendix G.

5. Grocery List

In *No. 406,050, In Re Estate of Dean; In the Probate Court Number Two of Harris County, Texas*, the testator wrote out his will on a grocery list. A copy of the will is Appendix H.

6. "Scroll" paper

In *No. 406,378; In re: Estate of Jones; In the Probate Court Number Two of Harris County, Texas*, the testator wrote out his will on a paper resembling a scroll. A copy of the will is Appendix I.

This will is a good example of an attempt by the testator to prevent alteration of the will. Notice how the testator drew lines through the blank part of the will presumably to prevent anyone from adding language to the will.

On this same subject, Judge Jim Scanlan reports about an interesting case over which he presided in Madisonville, Texas. In that case, the testator wrote "D.N.A" in a box in the upper right hand corner of each page of the will. Then, at the end of the will, the testator made a notation that he had "likked" each page so that his DNA would be preserved. The will was challenged on the ground that the testator did not have testamentary capacity. However, isn't someone who can think of something that clever truly of sound mind?

7. Back of a Business Card

In *No. 04-1439-2; In Re Estate of Herring; In the Probate Court of Tarrant County, Texas*, the testator wrote out his will on the back of a business card. A copy of the will is Appendix J.

8. Post It Note

This will of unknown origin was written on a yellow post-it note. A copy of the will is Appendix K.

9. *Suicide Note*

Unfortunately, it is more common that not that testators who choose to make holographic wills do so prior to committing suicide. Appendix L is an example of one such will.

10. *Other Interesting Examples*

Judge Steve King of Probate Court One in Tarrant County Courthouse reported the probate of a will written in blood on a wall. The will was proved up through photographs. He also recalled a will written on a blanket.

Judge Jim Scanlan recalled the holographic will of a window washer. The scaffolding collapsed. Prior to plunging to his death, the window washer quickly pulled a pencil out of his pocket and wrote his last will on a plank.

As probate attorney Randall Lamb once said, "In Texas, you can probate a watermelon!"

B. *Surplusage*

Even where there is writing or printing on the document which is not from the testator, courts have been willing to probate the will if the words written by the testator constitute a valid will.

1. *Words on a Check*

In *Maul v. Williams*, 69 S.W.2d 1107 (Tex. Comm'n App. 1934), three separate papers were offered as the holographic will of the decedent. The second writing stated, in part, "I am making a check for Mr. Maul which will enable him to pay all my bills." *Id.* at 1108. Although the check was not offered as part of the will, the proponent filed the check along with the other papers. *Id.* A copy of the check is Appendix M. However, the jury found the check to be part of the will. *Id.* On appeal, the Court stated that while it is true that the statute will not permit an instrument to be probated as a holographic will unless "wholly written by the testator," the check met the requirement within the meaning of the statute. *Id.* at 1109. The Court held that a testamentary

instrument intended by the testator as a holographic will should be given effect as such, although it contains words not in the handwriting of the testator, if such words are not necessary to complete the instrument in holographic form, and do not affect its meaning. *Id.* at 1109-1110.

2. *Presence of Date and Signatures not of the Testator*

In *Price v. Taliaferro*, 254 S.W.2d 157 (Tex. Civ. App.--Fort Worth 1952, writ ref'd n.r.e.), it was undisputed that the will of the decedent was written in her own handwriting, except the date and the witnesses' signatures. *Id.* at 159. The Court found that neither a date or witness signatures are required to have a valid holographic will. *Id.*

3. *Presence of Signature Lines*

In *Taylor v. Taylor*, 281 S.W. 2d 232 (Tex. Civ. App.-San Antonio 1955, writ ref'd n.r.e.), the document was found to be a valid holographic will even though it contained signature lines for two witnesses. *Id.* at 234-35.

C. *Location of the Signature*

As previously stated, Texas law requires that a holographic will be signed by the testator. There are a number of cases which address the signature requirement. Courts have held that where the party writes his name either in the body or at the foot or end with the intent to execute the instrument, the signature requirement is satisfied. *Burton v. Bell*, 380 S.W.2d 561, 568 (Tex. 1964); *Lawson v. Dawson's Estate*, 53 S.W. 64, 65 (Tex. Civ. App. 1899, writ ref'd); *Ward v. First-Wichita Nat. Bank of Wichita Falls*, 387 S.W.2d 913 (Tex. Civ. App.--Fort Worth 1965, writ ref'd n.r.e.); *In re Estate of Brown*, 507 S.W. 2d 801, 806 (Tex. Civ. App.- Dallas 1981, writ ref'd n.r.e.)

D. "*Signature*" May be Informal

The signature requirement may be met in various ways. An "X" has been held to be sufficient. *Mortgage Bond Corp. of New York v.*

Haney, 105 S.W. 2d 488, 491 (Tex. Civ. App.-Beaumont 1937, writ ref'd n.r.e). A person may sign by using his initials. *Barnes v. Horne*, 233 S.W. 859 (Tex. Civ. App.--Austin 1921, no writ); *Trim v. Daniels*, 862 S.W. 2d 8 (Tex. App.-Houston [1st Dist] 1992, writ denied)(Appendix D).

E. No Date Required

The Texas Probate Code does not require that a holographic will be dated. *In Re Estate of Cornes*, 175 S.W. 3d 491, 499 (Tex. App.-Beaumont 2005, no pet.); *Gunn v. Phillips*, 410 S.W.2d 202, 206-07 (Tex. Civ. App.--Houston 1966, writ ref'd n.r.e.); *Trim*, 862 S.W.2d at 10.

III. Burden of Proof

Section 60 of the Texas Probate Code provides that a holographic will may be made self-proved at any time during the testator's lifetime by the attachment or annexation thereto of an affidavit by the testator to the effect that the instrument is his last will; that he was at least eighteen years of age when he executed it (or, if under such age, was or had been lawfully married, or was then a member of the armed forces of the United States or of an auxiliary thereof or of the Maritime Service); that he was of sound mind; and that he has not revoked such instrument. Tex. Prob. Code § 60 (West 2011) . If there is no self-proving affidavit, then the applicant for probate must bring forth two disinterested witnesses who can testify as to the Decedent's handwriting. *Gunn v. Phillips*, 410 S.W.2d 202, 205 (Tex. Civ. App.--Houston 1966, writ ref'd n.r.e.); Tex. Prob. Code § 84(c) (West 2011) .

In *Gunn v. Phillips*, 410 S.W.2d 202 (Tex. Civ. App.--Houston 1966, writ ref'd n.r.e.), proponent, N.L. Phillips, offered an alleged handwritten will of the Testator, George E. Gunn, which the trial court admitted to probate. A copy of the Will is Appendix N. The Court of Appeals reversed finding the jury's determination that the purported will was wholly in the handwriting of George E. Gunn was not supported by sufficient evidence. *Id.* Only two witnesses were called to

testify with respect to the handwriting of the testator. Mrs. Inez Banks, Executive Vice President and Cashier of Security State Bank at Anahuac, was shown to be qualified to testify as to the genuineness of the signature of the testator and also as to the writing in the body of the will with the exception of the printed words "N. L. Phillips." She testified that the part of the will written out in longhand appeared to be the writing and signature of the deceased. She did not know whether the printed name in the body of the will, "N. L. Phillips," appeared to be in the testator's handwriting. She testified that she was not familiar with the printing of the deceased, and was not familiar as far as she knew with any printing that the deceased might have ever done. *Id.* Mrs. Faye Penick, a teller in Security State Bank of Anahuac, after looking at the handwriting and the signatures on the instrument, testified that the same appeared to be Mr. Gunn's handwriting and signature. She further testified, however, that she did not recall seeing Mr. Gunn's printing and was not familiar with any printing that he may have ever done. *Id.* Because there was no evidence that the printing in the body of the instrument was the printing or even appeared to be the printing of the testator, the Court reversed and remanded the case. *Id.* at 206.

In *In Re Estate of Sillick*, 2002 WL 31432438 (Tex. App.-Texarkana 2002, no pet.), the Court affirmed the trial court's decision to deny probate of a will where five witnesses testified as to the decedent's handwriting. *Id.* at 2. One witness admitted on cross-examination that she had not seen the decedent's signature in twenty years. *Id.* Another admitted that the body of the will was in the decedent's handwriting but he was not positive about the signature. *Id.*

In *Lopez v. Hansen*, 947 S.W. 2d 587 (Tex. Civ. App.-Houston [1st Dist.] 1997, no writ), the court denied probate of the alleged holographic will where the proponent and her husband's testimony was refuted by the testimony of a witness who lived with the decedent during the two year period preceding his death. *Id.* at 590.

In order to try to shore up a positive finding of sound mind, some testators try to present evidence in the will itself. A copy of one such will is Appendix O. (See also Appendix H.)

IV. Testamentary Intent

An instrument is not a will unless it is executed with testamentary intent. *Hinson v. Hinson*, 280 S.W.2d 731 (Tex. 1955) The “animus testandi” does not depend upon the maker's realization that he is making a will, or upon his designation of the instrument as a will, but upon his intention to create a revocable disposition of his property to take effect after his death. *Id* at 733. It is essential that the maker shall have intended to express his testamentary wishes in the particular instrument offered for probate. *Id*.

A. Cases Holding that the Instrument was Not Testamentary in Nature

(1) Instructions to Attorney

Price v. Huntsman, 430 S.W.2d 831 (Tex. Civ. App.- Waco, writ ref'd n.r.e) was an appeal from a summary judgment denying probate to writings of Velma B. Lorenz as a codicil to her will. Lorenz executed an attested will, prepared by an attorney three years previously wherein she bequeathed all of her properties to Mrs. Louise Lorenz Huntsman and to John F. Lorenz (relatives of her deceased husband). *Id*. at 831-32. On her desk in her home, on May 18, 1964, was found an envelope partially sealed and addressed: ‘To Mr. E. B. Grimes, Attorney.’ *Id*. at 832. The letter stated as follows:

Page 1

May 17, 1964

Dear Mr. Grimes,

I've been ill and unable to go to your office. I would like to make some changes in my will regarding the bonds and savings accounts. Fee enclosed.

When you probate the will please have it done as I wish and take your fees and costs from the Lorenzs and not from my friends.

Thank you.

Velma B. Lorenz.

'The will is in deposit box Robstown National.'

Page 2

May 17, 1964

'Changes to be made in my will:

Government bonds to Lynette and Louann Huntsman.

'United Savings account to Mrs. Louise L. Huntsman.

'First Savings account to Mrs. Louise Lorenz.

'Robstown Savings Account to Miss Audrey Price.

'Corpus Christi Savings account to Mr. and Mrs. J. H. Philbrick.

'Pioneer account of Waco to Mr. W. Enloe Simmons of Hillsboro.

(Signed)—Velma B. Lorenz'

Id.

The Court affirmed summary judgment denying probate of the letters as a holographic codicil, finding that to be effective as a will or codicil, the writing must be testamentary in character. *Id*. The Court found it to be essential that the maker shall have intended to express his testamentary wishes in the particular instrument offered for probate. *Id*. at 833. The Court found that the intent of the deceased was clear and unambiguous that the May 17th writings were not themselves intended to be her will or codicil, but were instructions or directions to her attorney to prepare a new will or codicil, carrying out the designated changes. *Id*.

(2) Letters or Memoranda Written by Testator

In re Estate of Sorenson, 370 S.W.2d 225 (Tex. App.-El Paso 1963, writ ref'd n.r.e.), involved an attempt to probate as a holographic will the following two letters:

(a) Letter written on stationery of Southwestern General Hospital, addressed to Mr. and Mrs. John Sorenson, in Corpus Christi, Texas, and apparently mailed in El Paso, Texas on

February 17, 1957 (Sunday):

'Sunday—Dear John and Halley. I expect to soon be out of hospital in fine shape and I wish to ask you and Hallie to do me a great favor—but I would appreciate if the two of you will draw up my will I'm leaving everything to you and her Hallie your wife I think you will have to have a lawyer to make out the will and maybe the two of you work that all out to but just in plain united states English language please do this for me—and after all sickness, and funeral expenses & just debts be paid all goes to you and Hallie—I'm not able to go to town yet, so as soon as you do this me know. The bank is going to dig a well on our farm so think of what that will be for you & Hallie Jean is so happy and is in a nice home—John I just notice I did not get letters to you I intended so this explains, so send stamp—Anna—Thanks.'

(b) Letter written on Southwestern General Hospital stationery, addressed to John Sorenson, in Corpus Christi, Texas, apparently mailed in El Paso, Texas on February 26, 1957 (Tuesday):

'Monday—Dear Hallie & John. Thanks so much for your nice card but I'm still insisting you & John please carry out my plan about my property (the will) I wont be out yet for a while. I do so much want you to have it, that's my wish. Enclosed one dollar for which you will buy 3ct stamps for me please as they are out of them here as a rule. This will be a big help for me. Please stamps We all enjoy the riddles I don't see or hear about Jean but I'm sure she is very happy and the girls doing well in school. her Mother would be as proud of you I know if she were here Well so long—Lovingly your sister Anna stamp please.'

Id at 226-27.

The Court affirmed summary judgment against the proponent, finding that the instruments did not constitute a valid will. *Id.* at 227. The Court found it clear that the testator wanted a will

drawn up and that the letters were evidence of her intention to have this matter attended to. *Id.* The Court further observed that nowhere in the contents of either letter is there a definite statement conveying or giving her estate to the Appellant, but merely reiterated assertions that she would like Appellant and his wife to have her estate and says they must have a will drawn up so that this can be accomplished. *Id.* The Court held that to give an instrument the legal effect either of a will or other revocation of former wills it must be written and signed with the present intention to make it a will or revocation. *Id.* A will is not established merely by showing an intent to make one. *Id.*

In *Curtis v. Curtis*, 373 S.W.2d 367 (Tex. Civ. App.-Eastland 1963, writ ref'd n.r.e.), at issue was a handwritten instrument which stated as follows:

*"JEWEL & MOTHER GET 1/2 OF STOCK SALES
JEWEL & MOTHER GETS HER \$11,000 CHECK CASHED.
JEWEL & MOTHER GET GREENVILLE PROPERTY
LITTLE BRICK HOUSE
1/2 OF OIL PROPERTIES
1/2 BANK ACCT.
J. B. CURTIS, JR."*

Id. at 368. Over the words "check cashed" there had been written "paid 10/28/58." *Id.* There was evidence that established, or from which a jury could have found, that said instrument was wholly in the handwriting of and signed by the deceased. It was not dated. *Id.*

The court found that the instrument on its face does not purport to be a will and that it does not purport to dispose of the testator's property at his death. *Id.* The Court found that it is more reasonable to conclude that it was intended as a memorandum from which a will might be drawn, or of the manner in which he planned to dispose of his property in his life time. *Id.* There was evidence that the \$11,000.00 check mentioned therein was cashed and the proceeds received by his sister and mother during his lifetime. *Id.*

In *In re Kirby's Estate*, 516 S.W.2d 284 (Tex. Civ. App.--Waco 1974, writ ref'd n.r.e.), the trial court admitted to probate a handwritten instrument of Robert Wilson Kirby which consisted of two pages and reads as follows:

'12/7/70

'Ed, in appointing you my trustee & Mable alternate, I feel that my property will be in safe hands regardless of whether I am here or not, sick or well and that my wishes will be carried out regardless.

'Therefore we will proceed to have the papers drawn up to make it legal and binding.

'At no time and under no conditions is any real or personal property to be sold at a forced sale and no money to be borrowed except for expenses of administration and taxes.

'You will have a free hand in useing and administering to its best advantage, in every way as though it were your personal property, which it will in a sense after I leave the earth so that my wishes and bequest shall be adhered too. Which is as follows:

'When I leave the body if I ever do, I want it sent to the nearest crematory, no funeral, the ashes sent to Restland in Dallas, the ashes to be poured in the ground covered by a market placed along side of my wife's on my lot and that is it.

'Mable to receive one third for her use as long as she lives and to be disposed of as she sees fit at her death.

'Myrtle to receive one third for her use as long as she lives and disposed of as she sees fit at her death.

'The Scottish Rite Children's hospital to receive one third for their use in perpetuity.
'One hundred dollars to be paid to Mary my sister & H. J. Kirby my brother.

'If any of the above have died before I do then

their bequest remains with estate and goes to the Scottish Rite Hospital, and Mable equal.

'If any the above elect to take their share in real or personal property they may do so at your discretion on appraisal, if it is possible to divide it without damaging the value of the other.

'Your are to have authority to reject and deal I may make if it appears to you to be contrary to my greatest good, and to advise me on any and all business deals of any kind personal or otherwise and reject it if it is not in good business practice in your opinion.

'Wilson Kirby'

Id. 285-86

The Court of Appeals reversed stating that testamentary intent was not shown because the deceased stated "we will proceed to have the papers drawn up." *Id.* at 287. Thus, the deceased stated he intended and expected to make a will in accordance with the information given in the letter; and did not intend the letter to Ed itself to be his will. *Id.* The will itself was to be prepared in the future. *Id.*

B. Cases Holding that the Instrument Was Testamentary in Nature

(1) Envelopes and Letters written by Testator

In *Adams v. Maris*, 213 S.W. 622 (Tex. Comm'n App. 1919, judgm't adopted), the trial court admitted to probate the following as the last will and testament of E. Vanlaw:

- an envelope on which is written horizontally the words, 'Henry Boyce,' and across the end, the word, 'Notes';

- a sheet of paper apparently taken from a small writing tablet, and on which was written the words: 'Henry, please except this you & F. Y. Adams for the kindness shown me. E. Vanlaw'; and

- a promissory note prepared on a printed blank, containing the testator's writing.

Id. at 623.

The court concluded that the envelope and letter, taken together was a holographic will. *Id.* at 626. In reaching this conclusion, the court found that the term "this notes" (formulated in consequence of the word of designation, "this," used in the letter, and the word "notes" inscribed on the envelope) constitutes a patent ambiguity. *Id.* The Court found, however, that the words were not ambiguous to the extent that they are unmeaning, or inconsistent with themselves to the extent that parol evidence should be excluded, stating that courts are reluctant to declare wills void for uncertainty. It is only when the instrument is unintelligible or uncertain after the extrinsic evidence as to the situation of the parties and the surrounding circumstances have been received, that a true patent ambiguity is established." *Id.*

In *Warnken v. Warnken*, 104 S.W.2d 935 (Tex. Civ. App.--Austin 1937, writ dismissed w.o.j.), August Warnken executed an attested will and later a holographic codicil to the will. In between, he placed a \$1,000 bond in a sealed envelope and wrote on the outside of the envelope: "The contents of this envelope to be opened at my death is a gift to Edith from dad. August Warnken 11/26/32." *Id.* at 936. This envelope was never delivered to Edith Birdwell Warnken. *Id.* The Court found that Warnken intended the ownership of the bond in question to pass to his wife upon his death. *Id.* at 937. The Court stated that in holographic instruments neither the form of the document nor the words used by the writer are of controlling importance if its genuineness is certain, and the intention of the maker is clear. *Id.*

In *Ward v. First-Wichita Nat. Bank of Wichita Falls*, 387 S.W.2d 913 (Tex. Civ. App.--Fort Worth 1965, writ refused n.r.e.), the following writing of William B. Ward was admitted to probate:

'Wichita Falls Texas

March-19-1960.

Know all Men by these Presents.

That I, William B. Ward, of Wichita Falls, Texas, realizing the certainty of death—make and declare this to be my last will and testament, hereby expressly revoking all others wills by me heretofore made.

I hereby declare that immediately upon death my Estate shall become a trust and I appoint the 1st Wichita Nat Bank of Wichita Falls Texas, as the Independent Executor and Trustee of my estate.

I further direct that no proceeding be had in any court or courts in relation to the settlement or administration of my Estate other than the probate of this my last will.

1. I want to leave \$1000.00 to my Son—William Bryan Ward, Jr.

2—The income from my Estate to my wife Ellene Collins Ward.

3—Also my Stocks and Bonds—'

Id. at 913-14.

The Court found that the instrument was testamentary in nature. *Id.* The Court pointed out that the testator realized the certainty of death. *Id.* He declared the instrument to be his last will and testament. *Id.* He provided that immediately upon his death his estate should become a trust. *Id.* He named an independent executor, which also was named trustee of his estate. *Id.* He made clear his desire that his son receive \$1,000, that his wife receive his stocks and bonds and the income from his estate. *Id.*

Barnes v. Horne, 233 S.W. 859 (Tex. Civ. App.--Austin 1921, no writ) involved the estate of Edwin D. Horne. On February 18, 1918, Edwin wrote the following letter to his brother, A. C. Horne, then residing at Los Angeles, California:

“Key West, Fla., Feb. 18, 1918.

“Dear Bud: I have received all of your letters and am sorry that I haven't answered before now.

“I have for the last month been trying to dig up a notary public and whenever I went to his office he happened to be out. They have only one in this town and if you catch him you are lucky; whenever I do I will send you the papers at once. I am going to take a day off this week and lay for him at his office, maybe I will have some luck. Elsie said she had an allotment check for Mother for \$40.00; if you can cash it, keep the money and use it toward the expenses of Mother's estate. I don't want you to pay all her debts. I want to pay half or all, it don't make any difference to me one way or the other.

“I have been trying for the last month to stop the allotment that was made out to Mother, but so far I have had little success; maybe these people in Washington will wake up some of these fine days and stop.

“Just as soon as I can get those papers I will send them to you. I think that is a fair price for the house provided he pays cash which you said he would.

“I am also having a will drawn up and then I will feel better. You let me know about expenses and if you need any money. I am not much on that kind of work. I admit I should know lots more about it than I do, but as things stand I leave it up to you. I will furnish you with as much money as I can if you happen to need it in caring for the property.

“You are right when you said Katherine should have an education and I will do all I can to see that she gets one. I will do everything I can for her and everything I have is hers if I happen to cash in.

“I have sent her several dollars since Mother's death and she seems to appreciate it very much. I think Katherine is a good girl

and I will do everything I can for her. If you are willing to share equally the home place with Katherine, so am I. You can fix that up to suit yourself.

“This is certainly a bum town. The only thing they make or have good here is cigars and they are very good. I am sending you a box of Gato's cigars; they are all Havana tobacco and I hope you will like them. They are fresh; I went down to the factory and bought them; they ought to be a few days behind this letter.

“I would like to be back in good old Los Angeles and see those fights again. I often think of Los Angeles and I have had the blues ever since I left there. I often think of that town.

“Will close for this time hoping to hear from you again, love to baby and Elsie, I am

“Your brother,

[Signed] Ed.”

The Court stated that an instrument is testamentary in character when it makes a disposition of the testator's property, or a portion thereof, to take effect at his death. *Id.* at 860. Tested by the foregoing definition, the Court found that the following portion of the letter, if taken by itself without reference to any other part of the letter, and without considering any other circumstances in evidence, is testamentary in character:

“You are right when you said Katherine should have an education, and I will do all that I can to see that she gets one. I will do everything I can for her and everything I have is hers if I happen to cash in.”

Id. The Court found that this language indicates a definitely formed purpose that, in the event of his death, his niece should have all of his property. *Id.* This case highlights the principal that the “animus testandi” does not depend upon the maker's realization that he is making a will, or

upon his designation of the instrument as a will.

In *Kramer v. Crout*, 279 S.W.2d 932, 934-35 (Tex. Civ. App.-Waco 1955, writ ref'd n.r.e.), the court stated that a letter from the decedent, other than the instrument admitted to probate, could also have been probated as a holographic will. A transcript of the letter is Appendix P.

V. Extrinsic Evidence Allowed to Show Intent

In *re Estate of Brown*, 507 S.W. 2d 801 (Tex. Civ. App.- Dallas 1981, writ ref'd n.r.e.), was an appeal from a judgment admitting to probate a writing offered as a codicil to the will of Ada B. Brown. Brown executed a formal attested will in 1965. *Id.* at 802. Following Brown's death in 1970, the attested will was duly probated without contest. *Id.* Thereafter, Josephine Benton filed her application to probate a written instrument as a codicil to Miss Brown's will. *Id.* The writing tendered as a codicil was a cryptic note written on an envelope. *Id.* The envelope contained a certificate of deposit dated July 2, 1968, from the First Savings and Loan Association of McKinney, Texas, in the principal sum of \$10,000 payable to Ada B. Brown. *Id.* The writing on the envelope was as follows:

*This certafice from
Ada B. Brown—
Goes to Josephine May Benton—*

Id. The Court admitted the writing to probate as a codicil to Miss Brown's attested will. The beneficiary of the attested will appealed the probate of the handwritten instrument, contending, primarily, that the instrument in question is not testamentary in character and that there is no evidence of testamentary intent on the part of the maker shown in the writing, and that extraneous evidence is immaterial to show the intent of the maker and that even if material is not sufficient to show that the instrument is testamentary in character *Id.*

The Court of Appeals disagreed with the contestant and affirmed the probate of the

holographic instrument. In reaching its decision, the court stated that it is established law in Texas that whether there was testamentary intent on the part of the maker is a proper question in a proceeding to probate or in a contest of an application to probate. *Id.* at 803. While the actual words utilized by the maker of an instrument are the primary subject of inquiry to resolve the question of testamentary intent, admission of extrinsic evidence to resolve any doubt is allowed. *Id.* The Court quoted the following passage from *Harper v. Meyer*, 274 S.W.2d 904 (Tex.Civ.App.-Galveston 1955, writ ref'd n. r. e.):

Whenever an instrument possesses the characteristics mentioned, but due to incorrect or inartful wording leaves a doubt as to the meaning or intention of the purported testator, courts are authorized to liberally admit and consider evidence extraneous to the instrument itself for the purpose of resolving such doubt. But if the instrument does not possess in some degree the essential characteristics of a will as above defined, sufficient, at least, to give rise to the doubt, extraneous evidence cannot supply that which is otherwise totally lacking.

Id.

The Court concluded that it was not error for the trial court to receive and consider extrinsic evidence relating to the circumstances which surrounded the preparation of the writing in question as well as declarations on the part of the writer of the instrument. *Id.* at 805. Sally Lou Brown Benton, the mother of Josephine May Benton and the other beneficiary under the original will, testified that in July 1968 she took Ada B. Brown to the First Savings and Loan Association in McKinney where she transacted some business. Mrs. Benton testified that at that time she saw the envelope and that Ada B. Brown said to her: 'This is for Josephine if anything happens to me, and I don't need it.' The witness said that she did not see the envelope again until Miss Brown died in 1970. *Id.* at 802. The Court found that the testimony as to the testator's statement clearly negates any intention on the part of the writer to give the certificate to Josephine

prior to the time that ‘anything happens to me.’ *Id.* at 805. These words of the writer, when taken in connection with the fact that the writer did not deliver the certificate to Josephine but kept the same in her private papers where it remained until after her death, constitute adequate evidence of testamentary intent to support the trial court’s findings and judgment ordering probate of the instrument. *Id.*

In *Anderson v. Dubel*, 580 S.W.2d 404 (Tex. Civ. App.-San Antonio 1979, writ ref’d n.r.e.), the court admitted to probate a formal attested will of the testator and a handwritten codicil. *Id.* at 405. No appeal was taken from the admission of the holographic instrument. Later, the executor filed an action to construe the holographic codicil. *Id.* A niece of the testator appealed the court’s ruling that the holographic codicil partially revoked the gift to her in the attested will. *Id.* The attested will provided, in part:

I GIVE and BEQUEATH to my niece, JOYCE ANN ANDERSON, born on February 2, 1932, the sum of FIVE THOUSAND DOLLARS (\$5,000.00). In the event my said niece should predecease me, then I hereby bequeath said sum of FIVE THOUSAND DOLLARS (\$5,000.00) unto her children, per stirpes.

Id. at 406.

The holographic codicil provided, in pertinent part:

Joyce keep \$2,000. give \$2,000 to marjorie Reese ph-4326187 also give Cecelia Graham \$1,000. Margie's sister. I want it. that way. Please do this for me. Thank you Sophie Mlynczak.

Id. at 409.

Over the niece’s objection, the trial court allowed the attorney who prepared the formal will to testify concerning a telephone conversation he had with the testator in which the attorney stated that the testator told him she wanted him to draft a codicil to her will to reduce the \$5,000 bequest

she had made to Joyce Ann Anderson to \$2,000 and to leave \$2,000 and \$1,000, respectively, to two other persons, both of whose names he wrote down. *Id.* at 407-408. This telephone conversation with the testator was at that time reduced to writing in the form of notes the attorney made for his own records. *Id.* at 408. Both the notes and the time record of the attorney’s legal agenda for that day were admitted into evidence over objection of the niece’s counsel. *Id.* The testator died several days after the telephone conversation of June 5, 1977. *Id.* The Court affirmed the admission of the extrinsic evidence, finding that where there is an ambiguity the courts look to the testamentary instrument as a whole and also to circumstances surrounding its execution in determining intent. *Id.*

The niece next argued that the attorney’s testimony about the testator’s statements had no probative value and shed no light on the testamentary intent of the testator. *Id.* at 409. The Court disagreed, stating that nothing precluded the testator from writing a valid holographic codicil and then a few days later requesting an attorney to prepare a formal codicil. *Id.* The Court reasoned that the testator might logically think that her intent might be better expressed by an attorney, and that such belief would have nothing to do with the validity of the handwritten codicil and would in no way revoke it. *Id.* The Court found that a declaration of this type made by the testator within a few days following the execution of the handwritten codicil is pertinent, sheds light on her intent, and is credible probative evidence. *Id.*

VI. Liberal Construction of Words Used

Although some testators avoid doing fully attested wills to avoid the expense of an attorney, many holographic wills require court interpretation due to choice of words used by the testator.

Gilkey v. Chambers, 207 S.W. 2d 70 (Tex. 1947), involved the construction of a holographic will of Mrs. A. L. Gilkey. The will was wholly in Mrs. Gilkey’s handwriting and stated as follows:

Forney, Texas,
Jan. 26-1937

Mrs. A L. Gilkey's Will

T O Gilkey owns a half inerst in all of the live stock, at my death I will him all of my inerst in them, and all of my persnal property, as long as he lives. If his wife Maud Ball Gilkey out lives him, at her death all of the property must go back to the Gilkey's heirs. This is my Will T O Gilkey executor without Bond.

Mrs A L Gilkey'

Id. at 70-71.

The sole question was whether the will created a life estate in T.O. Gilkey of the testator's real property. The trial court construed the will as bequeathing to T. O. Gilkey all of testatrix's interest in livestock and bequeathing and devising to him a life estate in all of her other property, real, personal, and mixed. *Id.* at 70-71. The Court of Civil Appeals, with one judge dissenting, held that the terms of the will were plain and unambiguous in meaning, and that the will did not create in T. O. Gilkey a life estate in the real estate *Id.* at 71.

The Texas Supreme Court stated that in determining whether or not certain words were used in their technical sense, the court should consider whether the drawer of the will was or was not familiar with the technical meaning of the words or terms used, construing words in their technical sense where it appears that the testator knew what that meaning was, and not placing too great emphasis on the precise meaning of the language used where the will is the product of one not familiar with legal terms, or not trained in their use. *Id.* at 71. The Court noted that the testatrix was uneducated and found it obvious from a reading of the will that she did not understand the legal meaning of the term 'personal property'. *Id.* If not, she could not have intended to use it in a technical sense. The Court pointed out that the testatrix willed to her son her interest in all of the livestock and all of her personal property as long as he lived. Certainly her interest in the livestock was personal property and just as certainly it was not personal property

in the sense that Mrs. Gilkey employed that term in her will. *Id.* In her mind, personal property did not include her interest in the livestock, but applied to some property other than that. *Id.* The Court was unable to discover any basis for a conclusion that the testatrix meant to use the term 'personal property' to include only such property, other than her interest in the livestock, as that which falls within the legal definition of that term. Her will mentions but two classes of property, namely, interest in livestock and personal property. *Id.* The Court believed that she employed the term 'personal property' to distinguish between property which she owned individually and that which she owned in partnership with her son. If that is the sense in which she employed the term, then she meant to create a life estate in her real estate as well as in personal property. *Id.* at 72-73.

The Court also looked to the facts and circumstances surrounding the execution of the will. T. J. Gilkey, husband of testatrix, predeceased his wife, dying without a will or administration of estate. Mrs. A. L. Gilkey had two children, T. O. Gilkey, appellee, and Roy Gilkey who survived his father but died before his mother, the testatrix. Surviving Roy were his wife, who was remarried, and four children, all appellants herein. *Id.* at 72. After death of Roy Gilkey, his widow and children moved away from Forney, Kaufman County, where they had lived. T. O. Gilkey, appellee, continuing to live near his mother, they jointly owning livestock. *Id.* He and his wife, Maud Ball Gilkey, helped the mother in business affairs and were kind, considerate and attentive to her. *Id.*

No. PR-0071481; In re Estate of Gola; In the Probate Court of Galveston County, Texas involved, in part, a dispute as to the meaning of words, "personal items." A copy of the will is Appendix Q.

Welch v. Straach, 531 S.W.2d 319 (Tex. 1975), involved testator, James Madison Welch, who was married twice, the second time to Effie Mae Welch on March 20, 1940. Welch executed a holographic will on September 18, 1945, which,

as relevant here, reads:

'2. . . . I will . . . unto my beloved wife, Mrs. Effie M. Welch, the homestead upon which we are living, together with all household and kitchen furniture, the family automobile, and such personal properties not otherwise specifically designated in this will, that may be then situated on said homestead.

'3. I will . . . unto my beloved children . . . the residue of my property . . .'

Id. at 320.

Thereafter, the time not being shown by the record, Welch executed two holographic codicils designated 'Supplement to Section 2' and 'Supplement to Section 3.' The former is relevant here and reads as follows:

*'Supplement to Sec. #2.
This homestead shall remain in her possession as long as she live and remains a widow, but upon marriage to another man, such homestead shall revert to the children or their heirs as named in this will.'*

Id. at 320-21.

Welch died in November of 1951 and the will and two codicils were admitted to probate. *Id.* at 321. Effie Mae Welch, his surviving widow, who had not remarried, occupied the homestead until October 27, 1970 on which date she conveyed the property to respondent Eugene Straach. *Id.* The children of Mr. Welch's first marriage brought suit claiming that Effie Mae Welch was devised only a defeasible life estate in their father's undivided one-half of the homestead, and that they were vested with the remainder in and to such interest. *Id.* The trial court entered a take nothing judgment against the children, and the Court of Appeals affirmed. *Id.*

The Texas Supreme Court reversed, stating that it is clear that Welch intended his codicil to disturb and alter the previous fee simple devise of the homestead. *Id.* He drafted factors wholly absent from his original writing. *Id.* The Court

found it equally clear that he did not intend to limit this change to the event of the remarriage of his wife since his first words were that "This homestead shall remain in her possession as long as she live." *Id.* These words were superfluous if Welch was writing only with respect to the remarriage of his wife; they may not be disregarded in the search for his intent when he wrote the codicil. *Id.* The language he used indicates that Welch was thinking of the homestead in terms of use and occupancy, rather than in terms of a specific piece of property. *Id.* The devise in the will speaks of 'the homestead'; and the codicil speaks of his wife remaining in possession. No particular form of words is necessary to the creation of a life estate. *Id.*

The Last Will of Melvin Charles Ward is an interesting example of a testator's attempt to limit the homestead right of his surviving spouse. A copy of the will is Appendix R.

In some instances, the meaning of a holographic will is unclear as opposed to the choice of words. In those instances, a petition for declaratory judgment is usually required. In *No. 409,331; In re: Estate of Bettie S. Martinka; In the Probate Court Number One of Harris County, Texas*, the testator left a holographic will, attached as Appendix S, in which she failed to make clear who received certain items.

VII. Multiple Instruments

A. Different Documents

Hinson v. Hinson, 280 S.W.2d 731 (Tex. 1955) involved a dispute between the testator's son by a prior marriage and the testator's surviving spouse. On April 20, 1951, the testator signed a printed and typewritten instrument, containing a formal introductory paragraph declaring the same to be his last will and testament, wherein he directed the payment of his debts, devised and bequeathed all of his property to respondent for her lifetime, and at her death to be divided equally between petitioner and two other named persons, provided that one-third of the estate should be given to petitioner in the event of respondent's remarriage, conferred upon

respondent the power of sale, appointed executors, and revoked all former wills. *Id.* at 732. This instrument also bears the signature and seal of a notary public but is not otherwise attested. *Id.* Thereafter the testator wrote his own handwriting and signed the following on a sheet of hotel stationery:

'Aug. 24, 1951

'Supplementary to my Last Will, it still stands as is.

'to my wife Ethel Mae Hinson. my will is in brief case zipper comp. Copy to wife. Copy to my son J. W. Hinson Jr. Everything is yours Darling.

Pay the Home off. Sell my car. Have will probated at once. Go to Judge Ewing Boyd, tell him who you are. He will give you all legal advice needed. He is my friend. Sell all of my guns & things you do not need. Sell the Home if you like. But buy another one where you wish to live. Take care of everything I leave you will need it all.

'I love you Darling so much more than my own life. Bye. J. W. Hinson.'

Id. at 733.

After the testator's death, the surviving spouse filed an application to probate both writings, or in the alternative, the handwritten instrument alone, as the last will and testament of the testator. *Id.* The testator's son contested the application, contending that neither instrument is entitled to probate, because the first is not attested as required by law and because the second was not executed by the testator with testamentary intent. *Id.* After a trial de novo, the District Court judge ruled that the typewritten instrument was not a valid will but he admitted to probate the handwritten instrument dated August 24, 1951. *Id.* The son appealed.

On appeal, the Texas Supreme Court ruled that neither of the instruments was a valid will. The Court began its analysis by pointing out that an instrument is not a will unless it is executed with testamentary intent. *Id.* The "animus

testandi" does not depend upon the maker's realization that he is making a will, or upon his designation of the instrument as a will, but upon his intention to create a revocable disposition of his property to take effect after his death. *Id.* The Court stated that it is essential that the maker shall have intended to express his testamentary wishes in the particular instrument offered for probate. *Id.* The Court found that the holographic instrument of August 24th was not intended as a declaration of the manner in which he would have his property pass and vest at his death. *Id.* at 734. The testator had previously signed an instrument which he expressly declared to be his last will and testament. *Id.* The handwritten instrument begins with the words "Supplementary to my last will and testament, it still stands as is." *Id.* The Court found that this language clearly negatives any intention to revoke or modify any of the provisions of the typewritten instrument. *Id.* The Court stated further, "At the very outset, the testator conveys the idea that he has something in mind other than the making of a testamentary disposition of his property. He has already executed an instrument which he thinks is a legal will, and "it still stands as is." He then tells his wife "my will is in brief case zipper comp," which obviously was not intended to refer to the instrument which he was then writing. Later he advises her to have the will probated at once and suggests that she go to Judge Ewing Boyd for legal advice." *Id.*

The Court did note that the statement "Everything is yours Darling" in an instrument properly executed and intended as a will might be effectual to pass the testator's property. *Id.* However, the Court stated that it is not permitted to lift such statement out of context, but must consider the same in the light of all the provisions of the instrument. *Id.* The introductory sentence clearly indicates that the testator intended that his property should pass and vest under and in accordance with the provisions of the typewritten instrument. *Id.* By the terms of that "will", his wife took a life estate with power of sale. It is not reasonable to believe, therefore, that the statement "Everything is yours Darling" was intended to operate as a devise of the property to her. The

Court found from a reading of the entire instrument that this sentence was written by the testator for the purpose of informing his wife that he had devised his property to her. *Id.* at 734-35. The remaining provisions regarding the preservation of the property and the sale of various items thereof are in the nature of suggestions and advice to the wife for her guidance in the management of the estate he had attempted to devise to her by the 'will'. *Id.* at 735.

The surviving spouse also contended that the typewritten instrument was republished by, or incorporated by reference in, the holographic writing and thus is validated, and that the two instruments, taken together, should be admitted to probate as the testator's will. *Id.* at 735. The testator's son conceded that the handwritten document evidences the intention of the testator to republish or incorporate by reference the earlier typewritten instrument. *Id.* After a discussion about the requirements of a valid will and a review of the law of other states, the Court disagreed with the surviving spouse. The Court concluded that typewritten paper of April 20th is the operative testamentary instrument; without it no part of the testator's scheme or plan for the disposition of his property can be ascertained. *Id.* at 736. The Court stated that we must look to that document to determine the very substance of his testamentary wishes, including the property devised, the identity of the beneficiaries, the estates devised to each, the powers of the life tenant, and the names of the executors. *Id.* Even if such instrument is regarded as having been incorporated in or republished by the later handwritten memorandum and the two documents are considered together, we are still confronted with the fact that the instrument offered for probate is not wholly in the handwriting of the testator and is not attested as required by statute. *Id.* Therefore, the Court concluded that under the clear provisions of our statute the two instruments involved in this case could not be admitted to probate. *Id.*

In *Matter of Estate of Jansa*, 670 S.W.2d 767, 768 (Tex. App.--Amarillo 1984, no writ), a handwritten document was not signed by the

deceased and a typewritten document, although signed, was not executed before the requisite witnesses. Appellant argued that since both instruments are repetitive, word for word, and were found in the decedent's safety deposit box the handwritten instruments should be construed as a codicil. The Court found no authority supporting the proposition that two separate instruments, each statutorily deficient, because of propinquity and identity of language, should be joined together to effectuate a valid testamentary instrument.

In *Luker v. Youngmeyer*, 36 S.W.3d 628 (Tex. App.-Tyler 2000, no writ), the contestant offered three handwritten pages alleging them to be a holographic will. *Id.* at 628. A copy of the alleged will is Appendix T. The proponent of an earlier attested will contended that the alleged holographic will was not signed by the decedent. *Id.* The papers were not numbered or dated. *Id.* at 630. The decedent's name appeared only on one page and underneath it was written "Charitable Trust." *Id.* The Court found that the page containing the decedent's name referred to a trust she had created a number of years before her death and did not pertain to the testamentary provisions on the other two pages. *Id.* at 631. Therefore, the holographic document was not a valid will or codicil. *Id.*

B. Memorandum on Personal Effects

Many attested wills contain a clause which states that the testator may leave a personal property memorandum in which she disposes of items of personal property. To be enforceable, the memorandum would have to be wholly in the handwriting of the testator and signed by the testator or attested by two witnesses. One famous example of a holographic codicil or memorandum is that of Jacqueline K. Onassis. Her handwritten memorandum is Appendix U.

LAST WILL AND TESTAMENT
OF
HERMAN OBELWEISS

"I am writing of my will mineselluf that dam lawyer want he should have too much money, he asked to many answers about family. first thing i want i dont want my brother oscar have a dam thing what i get he done me out of forty dollars fourteen years since.

I want it that hilda my sister she gets the north sixtie akers of at where i am homing it now. i bet she dont get that loafer husband of hers to broke twenty akers next plowing time. she cant have it if she lets oscar live on it i want it i should have it back if she does.

Tell mamma that six hundred dollars she been looking for for twenty years is berried from the backhouse behind about ten feet down. she better let little frederick do the digging and count it when he comes up.

Pastor lucknitz can have three hundred dollars if he kiss the book he wont preach no more dumhead polotiks. he should have a roof put on the meefinghouse with (it) and the elders should the bills look at.

Momma the rest should get but i want it that adolph shud tell her what not she do so no more slick irishers sell her vokum cleaners dy noise like hell and a broom dont cost so much.

I want it that mine brother adolph should be my execter and i want it that the jedje make adolph plenty bond put up and watch him like hell.

Adolph is a good business man but only a dunkoph would trust him with a busted pfenning. i want dam sure that schlemic oscar dont nothing get. tell adolph he can have a hundred dollars if he prove to jedge oscar dont nothing get. that dam sure fix oscar.

(signed) Herman Obelweiss"

(AN ACTUAL WILL FILED FOR PROBATE IN ANDERSON, COUNTY, TEXAS)

No. 388,452

IN THE ESTATE OF

AMALIA MEJIA HETHCOAT,

DECEASED

§
§
§
§
§

IN THE PROBATE COURT

NO. THREE (3)

HARRIS COUNTY, TEXAS

In Montgomery County, The House in Buffalo
should be half for Charlie and the other
half divided among the two of you,
when Charlie decides to sell it, I do hope
to have a legal will, but we don't
have one yet so this is my will now
and I think Charlie has no objections,
I love you both very much
Amalia M. Hethcoat 10/20/2007 Mom

DIRECTIONS FOR DRIVE-IN BANKING:

1. This envelope may be used when conducting your next transaction.
2. Please have the transaction prepared in advance.
3. When making a deposit, please use pre-enclosed deposit slips.
4. When requesting cash, please provide proper identification.
5. Please use commercial paper if depositing rolled coin.



Equal Housing Lender
Reliable option requires credit approval and
nominal fee at time of exercise.

MEMBER FDIC

No. 388,452

IN THE ESTATE OF
AMALIA MEJIA HETHCOAT,
DECEASED

§ IN THE PROBATE COURT
§
§ NO. THREE (3)
§
§ HARRIS COUNTY, TEXAS

DIRECTIONS FOR DRIVE IN...
1. This em
2. Please
3. When r
4. When n
5. Please u



INSERT CURRENCY,
CHECKS AND
DEPOSIT SLIPS HERE

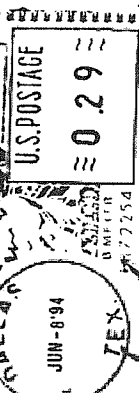
Dear Carlitos & Julie,
There should be some cash here. I write
down the amounts when I add or
subtract.
If I die suddenly you should get
what I had before Mary's Charlie.
Carlitos should get his apt, because
I gave the down payment and I
maintain it. Julie should get the
Shampstown apt & the lots - over ->



NationsBank
PO Box 831000
Dallas TX 75283-1000

I am Robert J. Leavelle

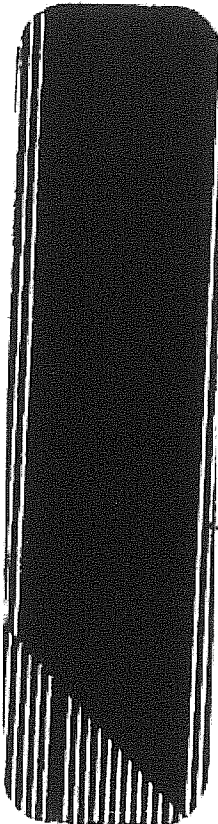
5-32-94



Worship, Bread & Leave

NationsBank

The piano was at my death & leave
the sub purchase made for my entire estate to my
sister Geneva Crossen Bann



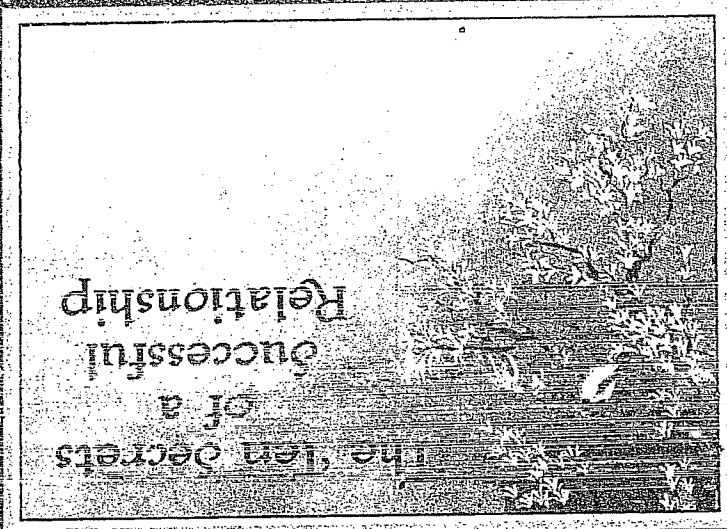
The piano was the
last item purchased
+ will ~~be~~ included
in my will

Bob

TRUE AND CORRECT
COPY OF ORIGINAL
FILED IN CASE
COUNTY OF TARRANT



636-34-1790



PURPORTED WILL

Susan Polis Schutz
and
Stephen Schutz Collection
from
Blue Mountain Arts.

RECORDED MEMORANDUM
 AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLUMINATION, CARBON OR PHOTO COPY, DISCLOSED PATCH, ETC.

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636-34-1787

The Ten Secrets of a Successful Relationship

- Having a wonderful partner. (Which I do.)
- Communicating. (We try. And we'll get better.)
- Being intimately involved in one another's lives.
(Open, honest, touching, together. The closer
we are, the more secure I feel.)
- Being happy as individuals. (And bringing good
things to the relationship from both directions.)

- Reaching out for dreams together. (One of mine
already came true: you.)
- Always being there for one another. (Always.)
- Overlooking the few flaws. (But cherishing the
thousands of things that are so wonderful.)

- Remembering that rainbows follow rain.
(Which I'll never forget as long as I have you.)

- Always sharing. (Friends, families, dreams, desires.
Weaving together the fabric of our lives.)
- And always caring. ("Always" is a long, long time.
But "always" is how I want our relationship to be...
with us loving one another,
as happy and as giving and as thankful
as any two people could be.)

-Chris Gallatin

FILED
MAR 14 3 00 PM '83

Bill Hayes

(on back)

PURPORTED WILL

Last Will:

I leave everything to Vernice Daniels.

BPD.

NOTE: Handle pursuant to the incomplete will that
Doris has.

PURPORTED WILL

COUSIN

8.1.124

* LEGAL & VALID
IN ALL STATES AND
WASHINGTON D.C. *

* \$11.95 *

LIVING WILL

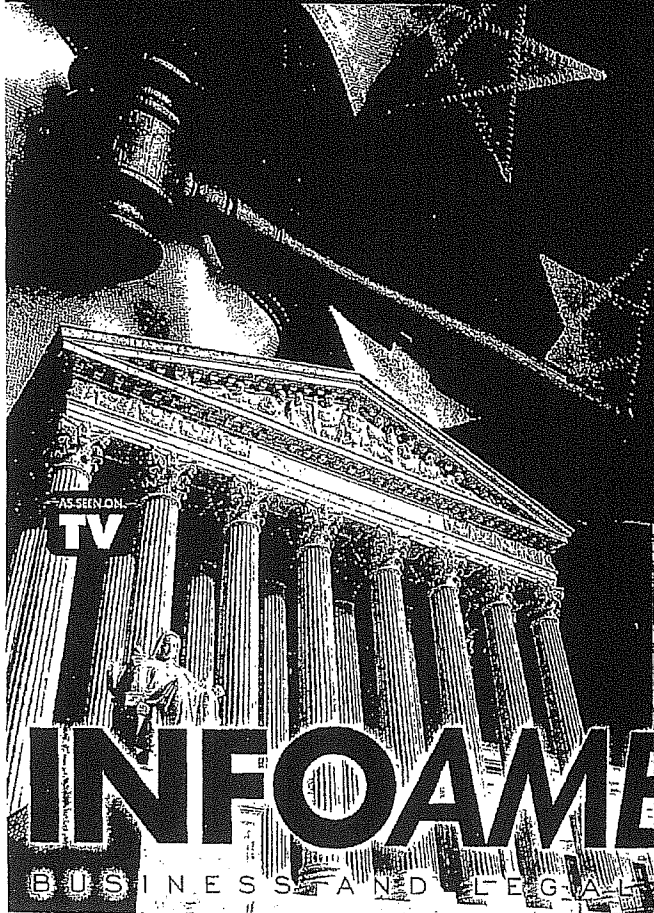
WITH DURABLE POWER OF ATTORNEY

COMPLETE KIT: FORMS AND INSTRUCTIONS. WITH OPTIONAL 3.5" SOFTWARE DISK.

702-90-1535

With the use of this kit, decisions can be made NOW regarding your medical and financial situation should you become incapacitated LATER. This kit includes living will forms and durable power of attorney forms for both health care and financial care, along with complete instructions for their use.

C-LINE #52047
LEGAL SIZE TOPPER



AS SEEN ON
TV

SJT
ENTERPRISES, INC.

INFOAMERICA®

BUSINESS AND LEGAL KIT SERIES

Est. of Willie M. Roe

342993

741008

PROBATE COURT #2

~~726552~~ #342993
 Aug 24 - 2002 - I am in my last will
 to whom I trust you with every thing
 So pay all my Bills, Being me wife for
 give every thing on my house to
 Marlina & Melody Rose if they want
 Every lot to Marlina Rose & Give for Malina if
 My in my will give 1500. thousand to Fredell
 Malona or to my 4th children
 my house to sell Jeffrey Car help - you
 as the new my Sister wife & me ~~702-90-1594~~
 Fredell & Malona -

You can sell give Fredell & Malona ~~one 4th~~
 you have the rest as you have
 Keep me going all this time
 the best I can write

I trust you
 and love you
 Willie Mae

Willie Mae
 Willie M - Mae
 Willie C M - Mae
 Willie Benson Mae

527-57-2365

2003 OCT 30 PM 12:13
 COUNTY CLERK
 HARRIS COUNTY, TEXAS
 Beverly E. Stephens

FILED

RECORDERS MEMORANDUM
 ALL BLACKOUTS, ADDITIONS AND CHANGES
 WERE PRESENT AT THE TIME THE INSTRUMENT
 WAS FILED AND RECORDED.

THE STATE OF TEXAS
COUNTY OF _____

KNOW ALL MEN BY THESE PRESENTS:

I, _____, a resident
of _____ County, State
of Texas, above the age of 18 years, hereby declare this instrument to be my Last Will and Testament,
hereby revoking all wills made by me.

I

After all my just debts, including any estate and inheritance taxes imposed by virtue of my death,
have been paid, I give, devise and bequeath all the residue of my property to my _____,
if _____ survives me and is living at the expiration of
60 days after my death, otherwise in equal shares to my children, including afterborn children, one
share to each child of mine living at my death and one share per stirpes to the then living descendants of
each child of mine then deceased, and if no children or other descendants of mine should survive me,
then to my heirs at law under the statutes of descent and distribution then in force in the State of Texas,
and in the proportions provided by the statutes.

Handwritten notes:
all rights in and to the property
I am making
I shall have

I appoint my _____
independent execut _____ of my will and estate, to act without bond and free from supervision of any
court. I authorize my execut _____ to sell, convey, lease (including oil, gas and mineral leases), mort-
gage, pledge, otherwise dispose of, and contract with respect to my estate or any part thereof (includ-
ing the borrowing of money for any purpose), for such considerations and upon such terms and condi-
tions as to _____ may seem proper, intending hereby to give my execut _____ all the powers that
a fee simple owner would have over the property comprising my estate.

III

If my _____ should not survive me or should fail, refuse or be unable to act as execut _____,
then I appoint as alternate independent execut _____,
_____ who shall act without bond and free of the supervision of any court, with all the
powers herein granted to my execut _____; and if my _____ should not survive me, my alternate
execut _____ shall also act as trustee for each descendant of mine living at my death who is a minor or
under any other legal disability, with all the powers herein granted to my execut _____, as well as those
granted to trustees by the Texas Trust Act as now in force or as hereafter amended, devoting all or any
part of the income and principal of each descendant's share, as well as any other interest thereafter
acquired by him hereunder, to his maintenance, support and education until he shall attain the age of
_____ years and until any other disability shall be removed, the share of any such descendant who
may die before attaining the age of _____ years to pass in equal shares per stirpes to his descendants, if
any, otherwise to my then living descendants in equal shares per stirpes.

If my _____ should not survive me, I appoint _____

_____ as guardian of the person of each child of mine if a guardian should be
necessary during the minority or other disability of such child, and I direct that no bond shall ever be
required of any such guardian.

SIGNED at _____, Texas on the _____ day
of _____, 1976, in the presence of the undersigned witnesses who
have attested this instrument at my request.

Testat _____

The above-instrument was now here this _____ day of _____, 1976, pub-
lished as last will and testament and signed by _____, the testat _____, in our
presence, and we, at _____ request, in _____ presence, and in the presence of each other, sign our names
as attesting witnesses.

Handwritten:
Filed July 20, 1976
Dick Cury, County Clerk
Waller County, Texas
By: Elva N. Mathis, deputy

Handwritten:
Howard Wayne Robinson
Witness
_____ Witness

RECORDED

211 Kirkwood Ct
 Sugarland Tex 77478
 July 7, 1991
 To whom it may
 concern - I have
 Diana (Catalina) Kirkwood of 211
 Kirkwood Ct Sugarland
 Tex 77478 who has
 declare that being sane
 of mind & body & hereby
 declare this to be my
 last will & testament

For Urgent

Date _____ Time _____

Who's You Were Out

M _____
 Of _____

Phone: PREFIX NUMBER EXTENSION

Telephoned Please Call
 Came To See You Will Call Again
 Returned Your Call Wants To See You

Message _____

Signed _____

9711

Official

Official

RECORDED

I want my new
contribution at 5555
Belmonte # 203 Boston
24 to go to Starn Beville
to live in here to
see why someone she
next of my estate to be
divided 3 ways with
2/3 of it to my daughter
Cerece Muzic Woodson
& son William Mays
Williams Jr. and
for her to collect 10%

100-100000

URGENT

For _____ Time _____
Date _____
M _____ Of _____
Phone _____ AREA _____ NUMBER _____ EXTENSION _____

While You Were Out

Telephoned Please Call
Called To See You Will Call Again
Returned Your Call Wants To See You

Message _____
Signed _____

9711 ADVERTISING FORMS

Official

Official

RECORDED

his share of the care
that he is taking care
of always - the other
1/3 of my daughter, Jane
L. Hille. My personal
family is to be
divided between
my girls Gerald
Jane + the boys
like was which
are in James + in law
funeral + a solid coat
a full length dress for

Urgent

For _____ Time _____

Date _____

While You Were Out

M _____

Of _____

Phone _____

AREA-CODE NUMBER EXTENSION

Telephoned Please Call

Came To See You Will Call Again

Returned Your Call Wants To See You

Message _____

Signed _____

9711

Official

Official

RECORDED
 cost, will check
 minute cost + full
 length white mud
 cost at Royda's hotel
 furniture at Home Hotel
 Las Vegas. Starts
 have the cable there +
 connect to have the impud
 solve here in James
 Furlow's firm. I want
 the old, connect to
 Star, new 1990 Prodigy
 Royce, connect to Star

For 404 (404) Urgent

Date 1/17/78 Time 7:54

While You Were Out

M _____

Of _____

Phone _____

AREA CODE _____ NUMBER _____ EXTENSION _____

Telephone
 Came To See You
 Returned Your Call
 Message

Please Call
 Will Call Again
 Wants To See You

Signed _____

9711

Official

Blue Spur **RECORDED**
 received 1987 Corvair
 to my mother Leona
 Walker - Joplin to
 piece #1988 model
 + 1987 Mercedes to W.H.
 Williams Jr. Thecher,
 truck in C.M. Walker
 name plus \$0,000 to
 optw Dale Chan. To
 put will Walker
 \$0,000,000 to Alice Walker
 his mobile home \$25,000.00

Urgent

For _____ Date _____ Time _____

While You Were Out

M _____

DI _____

Phone _____

AREA CODE _____ NUMBER _____ EXTENSION _____

Replied
 Came To See You
 Returned Your Call
 Please Call
 Will Call Again
 Wants To See You

Message _____

2/2 2600

Signed _____

9711 name business prints

Official

Official

RECORDED

my mother father
to leave in the house
at 2306 River Hill Drive
Vista CA 92082
until they have no
more need. A letter
it refers to my water
my personal belongings
to go to my house
dumpsters to be finished
by valley at their dis-
cretion.

For _____ Time _____

Date _____

While You Were Out

M _____

Of _____

Phone _____

| AREA CODE | NUMBER | EXTENSION |
|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Message _____

Signed _____

9711

URGENT

OFFICIAL

RECORDED

The attached
look book with Dale
in demands to go to
Dale claim * my little
dog lawyer who is so
dear to both of us.

I leave all my
love to you & will
meet you soon



Urgent

For _____ Time _____

Date _____

M _____

OT _____

Phone _____

AREA CODE _____ NUMBER _____ EXTENSION _____

While You Were Out

Telephoned Please Call

Came To See You Will Call Again

Returned Your Call Wants To See You

Message _____

Signed by [Signature]

This is a draft by [Signature]

1991

9711

Official

91 AUG 20 11:11 AM
FBI
COMMUNICATIONS SECTION
FEDERAL BUREAU OF INVESTIGATION

Official

RECORDED

This had to be written in a hurry lest as a cardinal to this will I write and that card miss. Williams got 10% of Star better vote as some of the all of the make a list my vote JD Walker mother



Urgent

For _____
Date _____ Time _____

While You Were Out

Phone _____

Holder _____ Number _____ Extension _____

Telephoned Please Call
 Came To See You Miss Call Again
 Returned Your Call Message To See You

Message _____
See sign on table

Signed _____

9711

REC'D

91 AUG 20 11:31 AM '55

STATE OF TEXAS
 COUNTY OF _____
 CITY OF _____

Official

God Tracker July 7, 1991

RECORDED

2nd Collected pertaining to house on Tomdram. It is left to Levee Mingsre Wobley to do as she wishes (let it sit, live in it & live a four paper with his money & then then Condo at 8th joined with story) is a suggestion to Jeff links believe to J. Howard Marshall in my book box to go to at Wallingr. at age 30 yrs old. (Jack Hunter would be Michael Walker) 9/21/1991

Urgent

For _____ Time _____

Date _____

M _____

Of _____

Phone _____

AREA CODE NUMBER EXTENSION

Telephoned

Came To See You

Returned Your Call

Please Call

Will Call Again

Write To See You

Message _____

Signed _____

9711

FROM INS

'91 AUG 20 11:21

COMMUNICATIONS CENTER

Official

Official

406050

022790

Grocery List

PROBATE COURT NO. 2



714-90-0652

AROUND DEAN

I ~~AM~~ STILL HAVE CONTROL OF MY MIND, I KNOW WHATS GOING ON, I KNOW WHAT TO DO AT THE TIME IT IS.

THIS IS GOING TO BE MY LAST WILL AND TESTAMENT. I LEAVE EVERYTHING I HAVE ~~IN~~ TO MY WIFE (JERRA DEAN) WHO I GIVE THE POWER TO TAKE CONTROL OF ALL MY ASSETS AND MAKE MEDICAL DECISIONS ON MY BEHALF WHEN MY MIND IS GONE.

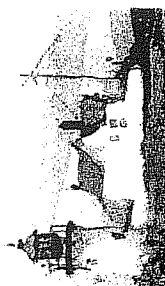
~~I WOULD LIKE~~ TO BE CREMATED AND MY ASHES SPREAD OVER GALVESTON BAY. SPREAD MY ASHES WHEN THERE IS A STRONG NORTHERN WIND. I HAVE 3 BOYS AND GRAND KIDS I HAVE NO SONS IN 20 YEARS. IF I SEE THEM BEFORE I DIE I DO NOT WANT THEM AT MY FUNERAL.

I ~~WANT~~ TO BE CREMATED AND MY ASHES SPREAD OVER GALVESTON BAY. SPREAD MY ASHES WHEN THERE IS A STRONG NORTHERN WIND. I HAVE 3 BOYS AND GRAND KIDS I HAVE NO SONS IN 20 YEARS. IF I SEE THEM BEFORE I DIE I DO NOT WANT THEM AT MY FUNERAL.

I ~~WANT~~ TO BE CREMATED AND MY ASHES SPREAD OVER GALVESTON BAY. SPREAD MY ASHES WHEN THERE IS A STRONG NORTHERN WIND. I HAVE 3 BOYS AND GRAND KIDS I HAVE NO SONS IN 20 YEARS. IF I SEE THEM BEFORE I DIE I DO NOT WANT THEM AT MY FUNERAL.

I ~~WANT~~ TO BE CREMATED AND MY ASHES SPREAD OVER GALVESTON BAY. SPREAD MY ASHES WHEN THERE IS A STRONG NORTHERN WIND. I HAVE 3 BOYS AND GRAND KIDS I HAVE NO SONS IN 20 YEARS. IF I SEE THEM BEFORE I DIE I DO NOT WANT THEM AT MY FUNERAL.

Grocery List



AND I WANT THEM BEFORE I DIE.

I DO NOT WANT TO BE AT MY OWN LIFE SAVING MACHINES. I WANT TO DIE OF NATURAL CAUSES. AND DIE AT HOME. THIS IS MY FINAL WISH.

714-90-0653A

D. D. DOO
1-13-11

FILED
2011 JUL -8 PM 1:55

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded.

106378

PROBATE CO

~~LAST WILL AND TESTAMENT~~

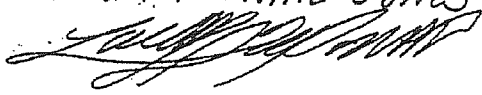
088256

I, LARRY WAYNE JONES, DECLARE THAT THIS WILL SUPERSEDES ALL PRIOR WILLS.

714-90-403A

I HEREBY LEAVE EVERYTHING I OWN AT THE PRESENT OR MAY GET IN THE FUTURE TO DELEGNE LOUISE HUTTON. DELEGNE LOUISE HUTTON WILL BE IN POWER TO HANDLE ANY AND ALL FINANCIAL AND LEGAL MATTERS CONCERNING THE ESTATE OF LARRY W. JONES.

LARRY WAYNE JONES



SIGNED: 12/08/2009

~~RECORDED~~

2011 JUL 20 AM 8:56

RECORDER'S MEMORANDUM:
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SUBMITTED WILL

04-1439-2

FILED
TARRANT COUNTY TEXAS
2009 MAY 19 A 11:15
SUZANNE HENDERSON
COUNTY CLERK

IF I'M Dead OR INJURED
CALL - GLORIA ODUM - 472-436-0503
OR DOLORES SNIPES - 254-632-4265
I LEAVE ALL MY POSSESSIONS
TO GLORIA ODUM & DOLORES SNIPES,
MY SISTERS. P. Richard Herring
1-14-03.

ALSO CALL - GLENDA ~~BAKER~~
317-492-9317 BAKER WIFE

DISPATCH - ~~1-800-406-8997~~ 75134
DAYTON, TEXAS
3164 SPRINGFIELD
FIELD BODY WORKS INC. suite A
DARRIN DITMER
1-800-406-8997 (972) 250-6722
2415 Midway Road, Suite 111 Fax (972) 250-6759
Carrollton, Texas 75006 Pager (214) 439-8672
number3@flash.net
EXT 4

I hope that u
are all fine. I
am not feeling well.
Everything I own
goes to my sister
Nanna. XOXO
Beatrice

209098

267595

PROBATE COURT 3

WILL

696-40-0686

May 11, 1994

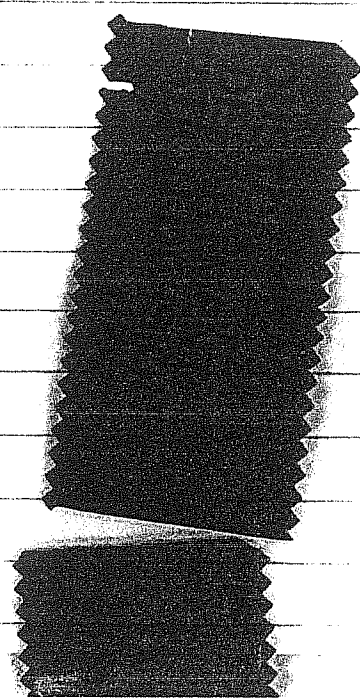
I, Brenda Karabatos, leave all my money and possessions to my sister Lisa. I leave my cat Tsiftis to Tien Huynh. Her work number is ~~696-40-0686~~, home ~~696-40-0686~~

The landlord's phone is 523-3471 (Mike Olson) my things are supposed to be out by May 23, 1994.

The things that have happened to me lately, especially the awful things that ~~_____~~ did have put me way down. I can't sleep and worry all the time. It hurts to live and it's time to go. I love all of you and am sorry for what I have to do.

Love,

Brenda



CLERK COUNTY TEXAS

Brenda Karabatos

94 MAY 27 AM 10:24

FILED

Handwritten text on a document, possibly a check or receipt, featuring a large, bold, vertical stamp that reads "RECEIVED" and "MAY 1906". The text is written in cursive and includes the name "Mrs. Margaret Cook" and the amount "Twenty Dollars".

To Mr L Phillips: or family

VOL. 29 PAGE 173

J. George E. ...

Leave any and every thing
I own or am entitled to
in any way to Mr. Phillips
or his family and I demand
that all of my possessions be
turned over to him or his
family without any restriction
what so ever from any one
I Request that he or them
Pay all just debts if any.
There is no witness to this
Will only my personal.

Signature which can be
verified at the ...

George E. ...

In the event of my death I
want all my personal possessions
given to my son & daughter

My personal bank
account and my shares in
Lifaco oil Company be given
to them. I instruct my wife
to carry out
my wishes. I am of sound
mind and this is my wish
since I haven't had the time
to make out my will. I hope
in God's name that this will
be carried out.

Nov 18, 1986

Born Apr 17, 1929
In Gonzales County
East Texas

P.S. And I am of sound mind in
doing this will. ~~ME~~

"I beg — you: to assume the Care of Tony — as long as he lives — See—he is never neglected — nor mistreated — by Anyone: Give him. Loving Care — and provide nice neat Clothes. Special Attention when Sick — At his Death — (use the regular burial Insurance he carried) — Bury him — on the Spot he selected — at the Cemetery — Right beside Mother Doyle's grave. You Know the place. Be a Mother to him:

"Then: In regards to your Mother. I — Command you — to always see She gets. All the necessarys of life. Provide — her with. plenty to eat and wear. give her "all the pleasures of life you can. Dont never — let her be neglected: In any shape or form. Give her special medical Care when sick — And when — she pass's Out — Bury her — In "Our Family lot in the Jonesboro Cemetery.—See she gets a plain neat. Grave marker — for her grave.

"When — I pass — Out. see that. I. Am buried — Either next to Tony — on that side — Or — put me Over on the — Other side— Give me plenty of room: See that My grave is Marked by a Single Marker and be shure — that "I get plenty of room. When — I am buried — dont Crowd me — in a "Small spage — please — I —likewise — Request — that you — too have a "lot in this Family spot I ask you — to use special Care In selecting A Lawyer — to attend to This Will—" Dont get some Grafter (as most of them are: Who will rob you Out of your Eye—teeth—" And then pretend "they are your Friend" A Lawyer — Is more deadlier than a Rattlesnake—So—look—Out.

"I pray—and hope — You will not go thro life — Single and Alone. And that. Somewhere — "God has a Devoted Loving Husband — lotted out for you: And that you — will some Day — Enjoy All the Happiness: this old World Can afford — A "loving Husband And — Dutiful Children — And a beautifull Home— * * *

"Dont give I cent to Kin-folks—Priest's—nor Preacher's — nor—any Churche's—Remember—give—where—It will do go—Reach out to.—the Suffering—helpless—& sick people And let. this. property—I leave you Do some good: So I recommend Charity—Not. Kin-Folks—

"Just because I'm passed on—I—Expect you to hold to all—I've—Request I have herein made—And I. do hope and pray— You have the Grand Noble Spirit—to Carry them out to a letter. I hope God: In Heaven

"Will Always watch over you. And Give you His Protection.

"Your True. Loving—best Friend

Rosa Doyle-Nolan

Doyle Ranch Ireland Tex

November 23/1940."

Kramer v. Crout, 279 S.W.2d 932, 934-35 (Tex. Civ. App.—Waco 1955, writ ref'd n.r.e.) (letter from testatrix which court stated could have been probated as will of testatrix).

August 6 - 79

To whom it may concern
I Frankie J. Gola, Here By
appoint Albert J. Gola as my
administator and on this
Day, I will give half of
The said Frank Gola Farm
which consist of $113\frac{43}{100}$ acres
also all my personal
Items, to do with as, Albert
J. Gola sees fit

Frankie J. Gola

August 25 - 1988 - Born 9-27-1916
my Last Will & Testament
of Melvin Charles Ward

I want Cordie Lee Ward to be my
administrator

My wife Eula Ward can live in my
home for up to six (6) months after
my death, with Elec. & water Bills Pafly
my Estate, with not more than one
Other person living with her, the
Combined Bills not to be over \$150.00
Per month.

The checking account at Sequin Savings
is to be Eula's at my death, also Eula
will Rec. \$1500 per yr. as long as we are married,
Linda Gail Ward Jenke will Rec.
\$1.00

Darrell R. Ward Rec. \$1.00

Colleen Marie Ward Jenke Rec. \$500.00

all Bills will be paid by Cordie
from The Real Estate savings acct.
all Real Estate note monthly payments go
to Commonwealth Savings on N. Loop
office by mail. only 3-

157.22
462.53
Bismort 000.14

The Payments at Gonzales house are 276.94
monthly by 5th - of Every mo.

R.E. contracts are in Safety Dep.
Box at Sequim State Bank & Trust Co.
#1103 - also Deeds. car & Truck
all R.E. Prop. + tools, household
Furnishings, Guns, Picn., go to Cordie's
prop. list NW, W. White Rd house + lot 7 yr +
1/4 AC off Loop 410 + Lord Rd. 7 yr +
1/4 AC Cottonwood Estates Rd 211 -
6 lots + house Medina, Latchilla by +
5.37 AC + 4 Bed home + Hwy 2091 N Green Wood Hill
Gonzales - 1 7 yr. to pay 276 94 710.
1-60' X 120' Lot, Seelya, Tex off 1518
2- lots in Louisiana

Cula can claim all the clothes, kitchen
utensils, sewing mach. Bed Room suite, Pot, Plants
some hamper Food that we have on hand

Wanda L. Wanda
8-25-88

404,331

1-6-09

02202012:1036:G0081

RECORDER'S MEMORANDUM:
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May Will

Donald + Robins house belongs to them

Frank + Roses house belongs to them

The rest of the land that is left will be divided equally

my house will be sold + divided in half to Donald Martinka + Daniel Martinka

our antiques will be sold and divided equally.

The silver will be divided equally between Donald + Daniel

1,000.00 dollars will go to Billy D. Ramey

any insurance + saving are to be cashed in and divided equally between Donald and Daniel after Im buried + all bills are paid

Bettie S. Martinka

Saving in SPST
old pennys under kitchen sink
Quarters in Hall closet + white pipe
Silver in Hall closet in books -
Loose silver in my closet - bottom

Appendix S

FILED
2012 FEB 17 AM 11:49

376
2012 FEB 17

EXHIBIT A

676-73-3573

To Mary Presilla Buttler
one hundred thousand dollars (\$100,000)

SS. no. 385-12-4953
2953 Bridgeway Dr
Gainesville, GA 30507 8355

677-64-1957

To Tobias Allen Whiteley

SS no 252-86 7357
2868 Forest Court
Loganville GA 30249

One hundred thousand dollars (\$100,000)

To Clemence V. Whiteley

1787 Silliman Dr
Baton Rouge, LA 70808

Ten Thousand Dollars (\$10,000)

To Betty Lou Luker 464-66-7428
213026 Knollcrest

Houston TX 77015 PO Box 980043 77098-0043

One hundred thousand Dollar (\$100,000.)

To Alicia Justus Demitrow

6409 Bryer Glen

Houston, TX 77056

One hundred thousand Dollar (\$100,000)

Residue of estate to remain invested and
be administered by Betty Lou Luker, trustee, to
maintain property at 2215 Dunstan, Houston, TX 77005

as a home and care of my Siamese cat Sweetie

No major construction change shall occur
to house and yard

C0015

876-73-3574

Margaret E. Whiteley
Charitable Trust

677-64-1958

\$10,000 to First United Methodist Church
Main Street
Houston, TX

\$10,000 to Rice University Houston TX

Remainder to Clayton Library Friends
Endowment Fund

00016

676-73-3575

Executrix of my will shall be
Carol Cantrell, CPA
2001 Kirby Drive, Suite 1120
Houston, TX 77019-6033
(713) 520-9100

677-64-1959

00017

questio in my will

1. money away 3, 1, 1

1) To my friend Rachel Lambert Mellon, my Indian miniature
"Lovers watching rain clouds" Kangra, about 1780 (see attache
also

Large miniature 14 x 16 with gilt wood frame

"Gardens of the Palace of the Raj" A panoramic view of
crack walled garden blooming with orange flowers, with the Rajh
being entertained in a pavillion by musicians and dancers

In memory of Rachel Lambert Mellon designing the Rose Garden
in the White House.

2) To my friend Alexander D. Forger

Copy of JFK's Inaugural Address signed to JFK by
Robert Frost.

3) To my friend Maurice Tempelman

Greek alabaster head of a woman

Jacqueline K Onassis

GUS G. TAMBORELLO

ATTORNEY & MEDIATOR

770 South Post Oak Lane, Suite 500

Houston, Texas 77056-6661

Tel: (713) 659-7777

Fax: (713) 659-7780

Email: Gus@TamborelloLaw.com

www.TamborelloLaw.com

LEGAL EXPERIENCE

Gus G. Tamborello, P.C. (Nov. 1993 - present)

Probate, guardianship, administration, estate planning, probate and other civil litigation, and mediation.

Miller, Bristow & Brown

(subsequently Brown, Campbell, Harrison & Wright) (Nov. 1990 - Nov. 1993)

Associate attorney handling and assisting in various areas of litigation including employment, insurance, deceptive trade practices, negligence, personal injury, commercial, and probate.

Gilpin, Maynard, Parsons, Pohl & Bennett (Aug. 1987- Nov. 1990)

Associate attorney handling and assisting in various areas of litigation, including product liability, personal injury, negligence, and commercial.

TEACHING EXPERIENCE

University of Houston Law Center (2007, 2008)

Adjunct Professor of Law

EDUCATION

University of Houston Law Center (1987 graduate)

- Magna cum laude (top (3) three percent of the class)
- Order of the Coif
- Order of the Barons
- Associate editor, *Houston Law Review* (1985-87)
- Chief Justice, Honor Court (1986-87)
- Distinguished Service Award (1987)
- Author, "Blood of the Workman," 23 *Houston Law Review* 945, reprinted in the *Worker's Compensation Law Review* and *National Insurance Law Review*. Winner of the Texas Trial Lawyers' Association Writing Award.

University of St. Thomas (B.A., English 1983)

- Summa Cum Laude

University of Notre Dame (1979-1981)

- Dean's List

HONORS

H Texas Magazine-Top Lawyers in Houston (2007, 2008, 2009, 2010, & 2011)

H Texas Magazine-A Top Lawyer for the People in Trusts and Estates (March 2007)

Texas' Top Rated Lawyers (2012)

CERTIFICATIONS

A. A. White Dispute Resolution Institute/University of Houston Law Center

- Certificate of Mediation (1999)

State Bar of Texas Guardianship Ad Litem Certification (current)

ORGANIZATIONS

State Bar of Texas
College of the State Bar of Texas
Houston Bar Association
Disability and Elder Law Attorney's Association - [Past President]

ARTICLES AND SPEECHES

"Blood of the Workman," 23 *Houston Law Review* 945, reprinted in the *Worker's Compensation Law Review* and *National Insurance Law Review*. [Winner of the Texas Trial Lawyers' Association Writing Award]

"In Terrorem Clauses: Should You Be Terrified?," Disability and Elder Law Attorney Association, Houston, Texas July 16, 2001

"Probate Litigation," HMS Continuing Legal Education Seminar, Houston, Texas, October 5, 2001

"Creditor Claims Procedures in Decedent's Estates and Guardianship Proceedings" (co-authored with Honorable Russell Austin), Houston Bar Association 2002 Wills and Probate Institute, Houston, Texas, February 1, 2002

"Ad Litem Representation Including Contested Matters," State Bar of Texas 26th Annual Advanced Estate Planning and Probate Course, Dallas, Texas, June 5-7, 2002

"Creditor Claims," (co-authored with Honorable Russell Austin), South Texas College of Law Wills & Probate Institute, Houston, Texas, September 12-13, 2002

"A Summary of Texas Law on the Enforceability of No Contest Clauses," Houston Bar Association, Probate, Trusts & Estates Section, Houston, Texas, April 29, 2003

"In Terrorem Clauses: Should You Be Terrified? A Summary of Texas Law on the Enforceability of No Contest Clauses," South Texas College of Law Wills & Probate Institute, Houston, Texas, September 11-12, 2003

"Non Probate Assets," (Co-authored with Mary E. Mason), South Texas College of Law Wills & Probate Institute, Houston, Texas, September 9-10, 2004

"Take it or Leave It": Enforceability of 'No Contest' Clauses in Texas," Attorneys In Tax & Probate, Houston, Texas, December 7, 2004

"Role of the Ad Litem in Guardianship," South Texas College of Law Wills and Probate Institute, Houston, Texas, Houston, Texas, September 15-16, 2005

"Duties of the Ad Litem in Guardianship," Houston Bar Association Guardianship Certification Course, Houston, Texas, Friday, January 27, 2006

"If You Kill Your Honey, Don't Expect the Money: the Rights of a Killer to Share in His Victim's Estate," Disability and Elder Law Attorneys Association (DELAA), Houston, Texas, April 24, 2006

"Texas Guardianship Law 101" (co-authored with Linda C. Goehrs), University of Houston Law Foundation Wills and Probate Institute, Houston, Texas, May 11, 2006, Dallas, Texas May 19, 2006

"Evidentiary Issues in Probate and Guardianship," Disability and Elder Law Attorneys Association (DELAA), Houston, Texas, April 16, 2007

"Dead Man Talking: An Update on the Dead Man's Rule and Other Evidentiary Issues," South Texas College of Law Wills and Probate Institute, Houston, Texas, September 6-7, 2007

"Take it or Leave It": Enforceability of 'No Contest' Clauses in Texas," Houston Bar Association, Houston, Texas, August 15, 2008

"Creditor Claims in Independent and Dependent Administrations," South Texas College of Law Wills and Probate Institute, Houston, Texas, September 18-19, 2008

"Death and Dying," The People's Law School, University of Houston Law Center, October 4, 2008

"Panel Discussion on End of Life Issues," St. Anne Catholic Community, Houston, Texas, October 27, 2008

"Wills and Estates," The People's Law School, University of Houston Law Center, April 4, 2009.

"Creditor Claims in Independent and Dependent Administrations," Attorneys In Tax & Probate, Houston, Texas, April 7, 2009.

"Modifying Guardianships and Restoring Wards," Guardian and Ad Litem Certification Course, South Texas College of Law, September 23, 2009.

"Creditor Claims In Independent and Dependent Administrations in Texas-Beware of the Trap Doors!", *The Advocate*, State Bar Litigation Report, Vol. 48, Fall 2009.

"Death and Dying," The People's Law School, University of Houston Law Center, October 3, 2009.

"Creditor Claims In Independent and Dependent Administrations in Texas-Beware of the Trap Doors," American Association of Attorney-Certified Public Accountants, October 23, 2009.

"Duties of the Ad Litem in Guardianship Cases," Texas Guardianship Association Fall Conference, Waco, Texas, November 19-20, 2009.

"Duties of the Ad Litem in Guardianship Cases," Houston Bar Association, 2010 Guardianship Ad Litem in Probate Court & Elder Law Institute, Houston, Texas, January 28-29, 2010.

"Selected Evidentiary Issues in Probate and Guardianship Cases," Houston Bar Association, 2010 Wills & Probate Institute, Houston, Texas, February 19, 2010.

"Wills and Estates," The People's Law School, University of Houston Law Center, April 3, 2010.

"Selected Evidentiary Issues in Probate and Guardianship Cases," Attorneys In Tax & Probate, Houston, Texas, May 4, 2010.

"Breach of Fiduciary Duty," Disability and Elder Law Attorneys Association (DELA), Houston, Texas, May 18, 2010.

"Duties of Attorney and Guardian Ad Litem," Guardian and Ad Litem Certification Course, South Texas College of Law, Houston, Texas, September 22, 2010.

"Modifying Guardianships and Restoring Wards," Guardian and Ad Litem Certification Course, South Texas College of Law, September 22, 2010.

"A Musical Journey Through Creditor Claims," Wills and Probate Institute, South Texas College of Law, September 23, 2010.

"Wills & Estates" The People's Law School, University of Houston Law Center, April 2, 2011.

"Identifying Incapacity" (co-authored with Mark E. Kunik, M.D.), Guardian and Attorney Ad Litem Certification Course, South Texas College of Law, September 21, 2011.

"What Were They Thinking? A Study of Holographic Wills," Wills and Probate Institute, South Texas College of Law, September 22, 2011.

"Wills & Estates" The People's Law School, University of Houston Law Center, October 1, 2011.

"Creditor Claims in Independent and Dependent Administrations," Houston Bar Association Probate, Trusts and Estates Section Meeting, January 31, 2012.

"The Writing's On the Wall. A Study of Holographic Wills," Harris County Probate Court Number Four, April 10, 2012.