

Box 1, Folder 3 – Inventory

Abstract of Title to 150 labors or 6 leagues of land being Survey No. 11, Class 3, originally granted to Jose de La Baume, situated in the Counties of Guadalupe and Gonzales, Texas, 1897-10-22

State of Coahuila and Texas to Jose de La Baume regarding Patent No. 11, Class No. 3, 1834-07-19

Jose de La Baume to Michael Erskine concerning a Special Warranty Deed, 1844-06-01

Deed of Relinquishment - French Smith to Michael Erskine, 1845-02-08

Special Warranty Deed - Alyandro X. Vidal, Victoria de La Baume de Geidal (Vidal), Gertrudes de La Baume de Estege to Michael Erskine, 1850-01-24

Mortgage - Michael Erskine to Samuel Price, Mason Mathews, and Thomas Mathews - Executors of the Estate of Henry Erskine, 1853-04-21

Mortgage - Michael Erskine to Alexander Erskine and James J. Donegon, 1853-04-04

Mortgage - Michael Erskine to Allen T. Caperton, 1853-10-14

Mortgage from Michael Erskine to John C. H. Ehringhaus, 1854-04-04

Order appointing J. M. Miller Administrator of the estate of Michael Erskine, deceased, 1862-07-30

Bond and Oath of J. M. Miller, administrator of the estate of Michael Erskine, deceased, 1862-04-29

Inventory and Appraisement of the Community property of Michael Erskine, deceased, 1862-08-21

Order annulling and revoking the appointment of J. M. Miller, as administrator of the estate of Michael Erskine, deceased, 1865-11-29

Order appointing J. M. Miller, administrator of the estate of Michael Erskine, deceased, 1865-11-29

Bond and Oath of James M. Miller, administrator of the estate of Michael Erskine, deceased, and order for letters of administration to issue, 1865-11-29

Judgement that John P. Erskine is able to recover from J. M. Miller, administrator of Michael Erskine's estate, one undivided half interest of the following described property, 1868-05-22

Deed - Henry Maney and Mary Maney to John P. Erskine in reference to Capote 6 leagues of land situated in Guadalupe and Gonzales Counties in Texas, 1868-11-17

Judgement on the consolidated cases of A. T. Caperton vs. J. M. Miller, administrator and J. J. Donegon vs. J. M. Miller, administrator, 1868-11-28

Order of Sale authorizing J. M. Miller, administrator of the estate of Michael Erskine, deceased, to sell land, 1869-01-01

Report of sale by James M. Miller, administrator of the estate of Michael Erskine, deceased, 1869-05-01

Confirmation of sale of Real Estate from the estate of Michael Erskine, deceased, by J. M. Miller, administrator of the estate, 1869-04-28

Mortgage between Michael Erskine, deceased and John P. Erskine, 1870-02-01

Administrators Deed between J. M. Miller, Administrator of the Estate of Michael Erskine, deceased and John P. Erskine, 1870-04-13

Administrators Deed between James J. Miller, Administrator of the Estate of Michael Erskine, deceased to James J. Donegan, 1870-04-14

An Agreement between J. M. Miller Sr. and M. J. Miller with John P. Erskine concerning tracts of land, 1871-03-15

Application of A. M. Erskine for Letters of Administration of the Estate of John P. Erskine, deceased, 1872-11-12

Bond and Oath, and Approval of A. M. Erskine, Administrator of the estate of John P. Erskine, deceased, 1872-11-25

Inventory and Appraisement of the Estate of John P. Erskine, deceased, 1872-12-07

Application of A. M. Erskine, Administrator of the estate of John P. Erskine, deceased, for sale of Real Estate, 1873-11-17

Notice of Sale of Real Estate from the Estate of John P. Erskine, deceased, 1873-11-20

Judgement - Samuel Price, Mason Mathews, and Thomas Mathews vs A. M. Erskine, Administrator of the estate of John P. Erskine, deceased, 1873-12-23

Extension of time of Sale of Real Estate of John P. Erskine, deceased, 1874-07-11

Confirmation of sale of Real Estate from the Estate of John P. Erskine, deceased, 1874-12-26

Power of Attorney from A. T. Caperton to M. H. Erskine for the sale and management of landed interest in Texas, 1874-10-24

Release of Mortgage from Allen T. Caperton by M. H. Erskine, attorney in fact to A. M. Erskine, administrator of the estate of John R. Erskine, deceased, 1874-12-26

Administrators Deed from A. M. Erskine, administrator of the estate of John P. Erskine, deceased to Ellison & Dewees, 1874-12-21

Warranty Deed from Eleanor P. Anderson and Agnes A. Erskine to M. H. Erskine, 1875-03-20

Administrators Deed from A. M. Erskine, Administrator of the Estate of John P. Erskine, deceased to M. H. Erskine, 1876-02-03

Warranty Deed from J. M. Miller, Sr., M. J. Miller, W. H. Burges, Agnes A. Burges, Eleanor P. Anderson, M. H. Erskine, A. M. Erskine, C. H. Ehringhaus by A. M. Erskine, attorney in fact to James F. Ellison and John O. Dewees, 1876-12-15

Administrator's Deed between the estate of John P. Erskine, deceased to James F. Ellison and John O. Dewees, 1876-12

Further remark on a Vendor Lien reserved against Jose De La Baume acres of land for the purchase money, 1876

Deed of Trust from M. H. Erskine to A. M. Erskine, Trustee, 1877-11-08

Warranty Deed from John O. Dewees to Thomas W. Pierce, 1878-01-14

Warranty Deed from John O. Dewees to George F. Stone, 1878-02-26

Power of Attorney from Catherine H. Ehringhaus to A. M. Erskine, 1876-12-07

Warranty Deed from James F. Ellison to John O. Dewees, 1878-01-07

Special Warranty Deed from George F. Stone to Daniel Tyler, 1878-08-23

Special Warranty Deed from Thomas W. Pierce to Daniel Tyler, 1878-08-23

Warranty Deed from M. H. Erskine to W. E. Goodrich, 1879-12-20

Warranty Deed from W. E. Goodrich and A. M. Erskine to George F. Stone, 1881-05-18

Release of Vendors Lien from John O. Dewees to Thomas W. Pierce, 1881-07-14

Power of Attorney from Thomas W. Pierce to Gary B. Andrews, 1882-05-21

Power of Attorney from Daniel Tyler to Alexander Moore, 1882-08-15

Power of Attorney from George F. Stone to H. B. Andrews, 1882-05-27

Warranty Deed from George F. Stone and Thomas W. Pierce, by their attorney in fact H. B. Andrews to Daniel Tyler, 1882-11-04

Warranty Deed from Daniel W. Tyler, by Alexander Moore, attorney in fact to Thomas W. Pierce, and George F. Stone, 1882-11-04

Field Notes of the Subdivision made in the partition of the 19892 acres of land on the Jose de La Baume 6 league grant known as the Capote farm, 1882-11-26

Last Will of Daniel Tyler, deceased, 1886-04-22

Probate Transcript of the last will of Daniel Tyler, deceased, 1882-12

Deed for 5900 acres of land from the Jose de La Baume 6 league grant known as Capote Farm between two parties, 1887-06-01

Executors Deed from Alfred L. Tyler, Edmund L. Tyler, Augustus C. Tyler, Executors of the last will and Testament of Daniel Tyler, deceased to Mrs. L. Moore, wife of Alexander Moore, 1887-06-01

Deed of Trust from Mary L. Moore and Alexander Moore to Alfred L. Tyler and Edmund L. Tyler, 1887-06-01

Power of Attorney from Emily L. Carow to Edith K. Roosevelt, wife of Theodore Roosevelt, 1887-06-15

Power of Attorney from Gertrude E. Carow [Mother to Edith] to Edith K. Roosevelt, wife of Theodore Roosevelt, 1887-06-15

Release of Deed of Trust from Alfred L. Tyler and Edmund J. Tyler to Mary L. Moore and Alexander Moore, 1889-04-20

Trustees Deed of Trust from Mary L. Moore and Alexander Moore to Albert S. Caldwell and Bolton Smith, 1889-03-21

Release from Albert S. Caldwell to Alexander Moore and Mary L. Moore, 1891-03-02

Deed of trust from Mary L. Moore and Alexander Moore to E. B. Chambers (Chandler), 1891-03-02

Power of Attorney from Alexander Moore and Mary L. Moore to John Moore, 1891-04

Deed from Alexander Moore and Mary Moore by John Moore, Attorney in fact to L. P. David, 1897-04-13

Warranty deed from Mary L. Moore and Alexander Moore by their attorney in fact, John Moore to M. W. Fones and H. E. Fones, 1897-04-13

Warranty Deed from Mary L. Moore and Alexander Moore to L. P. David, 1897-04-13

Release of Mortgage from The Scottish-American Mortgage Company Limited, by its Attorney in fact, Theodore Sheldon to Mary Moore and Alexander Moore, 1897-04-07

Release of Deed of Trust from The Scottish-American Mortgage Company, Limited by Theodore Sheldon, its attorney in fact to Mary L. Moore and Alexander Moore, 1897-04-13

Quit Claim Deed from Edith K. Roosevelt and Theodore Roosevelt to Mary L. Moore, 1897-04-19

Certificate verifying that the previous 79 pages are true and a correct abstract of all deeds, 1897-09-25

Supplemental Abstract of Title to A Part of the Jose de La Baume 6 League Grant - Gonzales and Guadalupe Counties, Texas, 1897

Supplemental Pages of An Abstract of title made for Judge L. G. Deuman - Supplemental abstract to the Jose de La Baume 6 League Grant in Gonzales and Guadalupe Counties – Texas, 1834

Cerfitation that the foregoing is a complete Abstract of all conveyances affecting the Title of Lands described herein appears from the Records of said County, 1897-10-22

Abstract of Title to 1388.09 acres of land out of the J. de La Baume 6 League Grant, situated in Guadalupe County, Texas - compiled by Donegan Abstract Co., Inc, 1929-08-23

Affidavit of A. E. Wilson and A. M. Erskine, 1895-08-29

Warranty Deed from The Scottish American Mortgage Company, Limited, by Theodore Sheldon, its Attorney in Fact - to - Alexander Moore and wife Mary L. Moore, 1897-04-13

Alex Moore and wife Mary L. Moore - to - John Moore, L. P. David, Henry E. Fones and William Wallace Fones; Power of Attorney to John Moore and ratification of his deeds to the other parties, 1897-09-22

Deed from H. Elmo Fones et al - to - Albert Schnabel, 1899-04-25

Deed from Albert Schnabel - to - L. G. Denman, 1901-08-07

Release from Albert Schnabel to Leroy G. Denman, 1904

Contract of Sale from Alex Moore and wife Mary L. Moore, by John Moore, their attorney, in fact, - to - Leroy G. Denman, 1897-09-22

Deed from Alex Moore and wife - to - L. G. Denman, 1897-09-22

Alexander Moore and wife Mary L. Moore to Scottish American Mortgage Company, Limited, 1897-09-22

Transfer of lien from The Scottish American Mtg. Co. - to - Mary L. Moore et al., 1897-09-21

Release from The Scottish American Mortgage Company Limited - to - L. G. Denman, 1906-03-20

Deed from Alex Moore & wife - to - L. P. David, 1897-04-13

Transfer from Alexander Moore and wife Mary L. Moore, by their Attorney-in-fact John Moore - to - Scottish American Mortgage Company Limited, of Edinburg, Scotland, 1897-05-24

Deed of Trust from L. P. Davis - to - C. C. Walsh, Trustee for Miller & Sayers, 1903-05-29

Deed from L. P. David - to - A. W. Erck, et. al., 1904-12-16

Deed from A. W. Erck et al - to - L. P. David, 1906-01-16

Deed from L. P. David - to - Miller Sayers & Company, 1906-01-22

Release from Scottish American Mortgage Co. - to - L. P. David, 1906-10-01

Miller Sayers & Co. - to - Julia A. Miller, 1907-02-01

Deed from T. F. Harwood, Attorney for Julia A. Miller - to - Leroy G. Denman, 1907-12-19

Confirmation Deed from Julia A. Miller - to - Leroy G. Denman, 1907-12-24

Probate Proceedings from Estate of Leroy G. Denman, deceased - Last Will and Testament, 1923-10-31

Warranty Deed from Alex Moore and Wife Mary L. Moore - to - Scottish American Mortgage Company, Limited, of Edinburg, Scotland, 1898-06-01

Deed from Scottish American Mortgage Co. Limited - to - J. H. Herrmann, 1899-05-01

Release from The Scottish American Mortgage Co. LTD. - to - J. H. Herrmann, 1906-06-05

Deed from J. H. Herrmann - to - Fred Matthies, 1911-07-20

Deed of Trust from Fred Matthies - to - Emil Herrmann, Trustee for J. H. Herrmann, 1911-07-20

Release from J. H. Hermann - to - Fred Matthies, 1915-02-12

Exchange of Land from Fred Matthies and Sue E. Denman, 1917-08-31

Sketched out map showing Matthies and Denman plots of land, undated

RECEIVED
TITLE & RENTAL DEPT.
AUG 29 1929

CHARGED TO _____
FILE _____
ANSWERED _____

22, 1897

Robert J. Arvine

--: Abstract of Title :--

to

150 labors or 6 leagues of land being Survey No. 11, Class 3, originally granted to Jose de La Baume, situated in the Counties of Guadalupe and Gonzales, Texas.

-Made by-

DIBRELL & MOSHEIM, Abstractors,



State of Coahuila and Texas

to

Jose de La Baume.

Patent No.11, Class No. 3,

Dated July 19th, 1834.

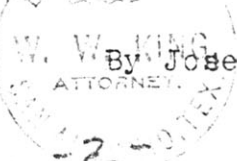
Filed April 1st, 1850.

Recorded in book C. p. 86 to 93.

In office of County Clerk of Guadalupe
County, Texas.

Description and Remarks:-

Grants 150 labors of land in Guadalupe and Gonzales Counties, known as survey No.11, Class 3, situated on the South West margin of the Guadalupe River from 18 to 25 miles above the Village of Gonzales, and includes the spring of water of the Capote, commencing on the bank of the Guadalupe River at a stake set for the upper corner of Survey No.10, in class No.3, from which bears a post oak 15 inches in diameter N.20°W. at 2 varas distance and a walnut, 15 inches in diameter bears N.50°E. at 27 varas distance from whence runs the North West line of said Survey No.10, S. 27°W. 250 varas to oak timber, 5800 varas to land well set with mesquite timber, 7463 varas to the S. E. corner of said No.10 to a stake set from which bears a mesquite 8 inches in diameter N. 21°E. at 7 varas distance and another 9 inches in diameter bears S.35°W. at 4 varas distance; thence with the S. W. boundary of said No.10 S.53°E. 550 varas to oak timber and at 1850 varas set a stake upon the same line for a corner for this survey, from which point bears an oak 16 inches in diameter N.37°W. at 13 varas distance, and a pecan 14 inches in diameter bears S.87°E. at 4-1/2 varas distance, thence on a right line S.1900 varas to mesquite timber 3860 varas oak timber, and at 4875 varas set a stake for the S. E. corner of this survey, from which stake bears a black oak 12 inches in diameter N.21°E. at 12 varas distance and an oak 16 inches in diameter bears S.12°W. at 13-1/2 varas distance; thence on a right line to the West 920 varas to mesquite timber at 1600 varas left and mesquite timber, at 2200 varas a creek running S. W. at 2920 varas to a creek of good water which runs S. E. at 6200 varas to mesquite timber which bears E. and S. W. at 9300 varas left mesquite timber and at 10990 varas set a stake for the S. E. corner of this survey from which stake bears an oak 14 inches in diameter S. 32°W. at 16-1/2 varas distance and a black oak 10 inches in diameter which bears N.2°E. at 4-1/2 varas distance; thence on a right line to the N. 8870 varas encountered with the S. boundary of No.13 precisely at 875 varas West of its S. E. corner, on which point set a stake for a corner of this survey from which stake bears an oak 12 inches in diameter S.75°W. at 4 varas distance and another black oak 14 inches in diameter N.46°E. at 7 varas distance upon sandy land of a poor quality and thence with a South line of No.13 E. 375 varas to its S. E. corner, and a stake set from which bears a black oak 12 inches in diameter N.7°E. at 9-1/2 varas distance and another 10 inches in diameter which bears S.9°E. at 16 varas distance; thence with the East line of No.13 N. 4330 varas arrived the S. W. corner of survey No.12 to a stake set from which bears a black oak 12 inches in diameter N.43°E. at 2 varas distance and an oak 16 inches in diameter bears S.48°E. at 2 varas distance and an oak 16 inches in diameter bears S.48°E. at 20 varas distance; thence with the S. line of No.12 E.2000 varas to its S. E. corner and a stake from which an oak 14 inches in diameter bears N.45°E. at 2 varas distance and another 10 inches in diameter S.17°W. at 7-1/2 varas distance from which with the same survey No.12 N. 3140 varas arrived at the bank of the Guadalupe River to a stake set for the lower corner of survey No.12 from which stake bears a walnut 8 inches in diameter N.25°W. at 18 varas distance, this walnut is marked with a knife, from whence with the meanders of the river down to the place of beginning, the lower corner of this survey, said meanders containing 6 different courses 21110 varas, completing the limits of these 6 sitios of land.



By Jose Antonio Navarro, Commissioner.

Jose de la Baume.

to

Michael Erskine.

Special Warranty Deed.

Dated June 1st, 1844.

Filed for record April 2nd, 1850.

Recorded in book C. p. 94.

In the office of the County Clerk of

Guadalupe County, Texas.

Acknowledgement taken before Ezekial Williams, County Clerk of Gonzales County, on the 21st day of June, 1844.

In statutory form.

Consideration \$400.00 paid.

Description and remarks :-

Conveys " all my right, title and interest, both in law and equity, in and to my undivided interest in 6 leagues of land, which was granted to my father Jose de La Baume, now deceased, by the State of Coahuila and Texas, through Antonio Jose Navarro, Commissioner of the Colony of Green DeWitt which 6 leagues is situated in the County of Gonzales and Republic of Texas on the S. W. side of the Guadalupe River about 18 or 20 miles above the town of Gonzales and is known generally as the Capote place, a reference to the conveyance or grant made to my deceased father Jose de la Baume is here made and will more fully show. The land herein conveyed or intended to be conveyed is one league, or 1/6 part of the aforesaid 6 leagues, by the same more or less."

Further remarks:-

This deed was filed in the office of the County Clerk of Gonzales County, June 1st, 1844.

This deed is also recorded in Gonzales Transcript p. 295.

Jose de La Baume.



French Smith

to

Michael Erskine

Deed of Relinquishment.
Dated February 8th, 1845.
Filed for Record March 21st, 1845.
Recorded in Gonzales Transcript p.320&321.
In office of the County Clerk of Guadalupe
County, Texas.
Acknowledgement taken before Benjamin B.
Peck, County Clerk of Gonzales County, on
March 20th, 1845, upon the oath of H. G.
Henderson. There is but one subscribing
witness to the instrument and in this
particular is irregular.
No Consideration expressed in the instru-
ment.


Description and remarks:-

Conveys " all my right, title and interest to the
6 leagues, commonly called the Capote in the said County of Gonzales, either
in law or equity and do by these presents put him into full and free posses-
sion of all my improvements made upon the same in every manner whatsoever
together with the houses, out houses, cribs, stables, cow- pens, chicken
coops, etc. and he the said Erskine has the right to use them and occupy
them for his own use and benefit and I do further agree and bind myself, all
interest which I have heretofore made upon said 6 leagues of land which is
known as land belonging to the estate of Jose de La Baume, deceased. It
is understood by these presents that all matters of title and dispute between
me and the said Erskine has this day been settled and fully adjusted as to
the said Capote 6 leagues."

French Smith.



®

his
Alyandro X Vidal, 
mark
Victoria de La Baume de (Vidal)
Geidal,
Gertrudes de la Baume de Estege,
to
Michael Erskine.

Special Warranty Deed.
Dated January 24th, 1850.
Filed January 31st, 1850.
Recorded in book C. page 44 and 45.
In office of County Clerk of Guadalupe
County, Texas.
Acknowledgement taken before James L.
Truehart, County Clerk of Bexar County,
Texas, on the 24 th day of January, 1850
And before J. S. Hewitt, Chief Justice and
Notary Public of Bexar County, Texas?
on January 29th, 1850.
In statutory form.
Consideration \$750.00 and a certain house
and lot containing about 12 acres of
land situated in the City of San Antonio,
and known as the Cotton Wood Grove property

Description and remarks:-

Conveys "all our right, title and interest, both
in law and equity, in and to 3 leagues of land, being our equal undivided
interest in 6 leagues lying and being in the County of Guadalupe on the S.W.
side of the Guadalupe river about 20 miles above the town of Gonzales and
15 miles below the town of Seguin and known as the Capote tract of land, on
which the said Michael Erskine now lives adjoining on the East or lower part
the survey made for one Phines James, and on the West which is generally
called the Davis quarter, being the same which was granted to Jose de La
Baume, deceased, by the Government of Coahuila and Texas by Antonio Navarro
Commissioner, by his deed bearing date the 1st day of July 1832, a reference
to the said title on file in the General Land Office at Austin will more
fully show 2 leagues is hereby conveyed by Alyandro Vidal and Victoria, his
wife, daughter of Jose de La Baume, deceased, one of which the said Victoria
inherited from her father by will, which is of record in the County of Bexar,
the other league the said Victoria Vidal obtained by purchase or exchange
from her brother Pedro de la Baume, as will appear by the said Pedro de La
Baume's deed dated June 4th, 1835, which is this day delivered to the said
Michael Erskine as further evidence for title ---- One league that is
hereby conveyed or intended to be conveyed by the said Gertrudes Esteve,
widow of Bertoleme Esteve, the daughter of Jose de La Baume, deceased,
she inherited from her father by his will, which is of record in the said
County of Bexar.

Further remarks:-

This deed is recorded a second time in book C. p. 98 and 99
of the deed record books of Guadalupe County, Texas.



his
Alyandro X Vidal
mark

(Vidal)
Victoria de La Baume de Geidal,
Gertrudes de La Baume de Estege.

Michael Erskine

to

Samuel Price,

Mason Mathews, and

Thomas Mathews, Executors of the

Estate of Henry Erskine.

Mortgage.

Dated April 21st, 1853.

Filed for Record April 22nd, 1853.

Recorded in book D. page 708. ~~##~~ ~~##~~ ~~##~~ \$

In the office of the County Clerk of
Guadalupe County, Texas.

Acknowledgement taken before Paris Smith,
County Clerk of Guadalupe County, on
April 21st, 1853.

In statutory form.

Consideration \$5.00 cash paid and a cer-
tain bond or promissory note, bearing
even date of this instrument executed
to the said Samuel Price, Mason Mathews,
and Thomas Mathews, executors aforesaid
for the sum of \$4298.28, payable on or
before the 1st day of January/ 1854.

Description and remarks:-

Conveys" the following described tract or parcel
of land, situated, lying and being part in the County of Gonzales and part
in the County of Guadalupe, on the Guadalupe River, South side, on the
lower corner of the tract of land that I now live upon called the Capote
6 leagues, and commences at a point on the Guadalupe River a 1/2 mile above
the mouth of the spring branch between where Boone lives and the mill and
to run due South until it will include one league of land over and above
about 150 acres sold to Sheffield which is at the extreme lower corner of
said league, to include the farm now occupied by Boone at or near the mouth
of the spring branch, the same being part of the said 6 leagues sold and
conveyed to me by the heirs of Jose de La Baume, deceased, together with
the privileges and appurtenances in any wise appertaining."

The instrument provides that if the said Erskine pays or causes
to be paid "the aforesaid sum of \$4298.28 on or before the 1st day of Jan-
uary 1854, then this deed, as well as the afore described bond note execu-
ted by me the said Michael Erskine to the said Samuel Price, Mason Mathews
and Thomas Mathews, executed as aforesaid shall both be void, otherwise
shall remain absolute."

Michael Erskine.



Michael Erskine.

to

Alexander Erskine and

J. Donegan.

Mortgage.

Dated July 4th, 1853.

Filed for record August 12th, 1853.

Recorded in book "D" P/ 851 and 852.

In office of County Clerk of Guadalupe County, Texas.

Acknowledgement taken before FL. Hammond, Judge of the Court of Probate which is a Court of record, State of Alabama, Madison County, upon the oath of Albert R. Erskine and W. T. Bassett, subscribing witnesses to said instrument.

In statutory form. ~~State of the County of Guadalupe, Texas, to the County Clerk of said County, for the purpose of recording the same.~~

Consideration \$5,000.00 paid, as well as the further consideration of a certain bond or money note bearing even date herewith executed by me and the said Alexander Erskine and James J. Donegan to Stephen S. Ewing and George P. Burne, executors of the will of David Moore in the sum of \$5,000.00 with interest thereon at the rate of 8% per annum from the 4th day of July, 1853, and payable annually. The bond or note due and payable the 1st of January 1856. The said bond or note being a joint bond for monies borrowed by me for my individual use. The said Alexander Erskine and Jas. J. Donegan having gone on same as security.



Description and remarks:-

Conveys" the following described tract or parcel of land situated, lying and being part in the County of Guadalupe and part in the County of Gonzales, in the State of Texas on the S. W. side of the Guadalupe river being part of the well known tract called the Capote 6 league about 15 miles East and below the town of Seguin, of off the lower or Eastern side the said 6 leagues, being the same which was granted to Jose de la Baume, deceased, on the 1st day of July, 1832, by the Commissioner Antonio Navarro, and afterwards conveyed to me by the heirs of the said La Baume by deeds which are of record in the Counties of Guadalupe and Gonzales; to commence 3/4 of a mile by the meanders of the river Guadalupe above the mouth of the mill tail race and running due South so as to include the mill, cotton gin and other improvements, and running back on that line South sufficiently for to include 2 entire leagues, say 1856 acres; thence East to the lower line of said survey; thence with the lower line to where it comes with Sheffield a small tract sold off of the said 6 leagues; thence with Sheffield's line to the said Guadalupe River; thence up the river with its meanders to the place of beginning. One league of the above has been heretofore mortgaged to the executors of Henry Erskine, deceased, by my deed dated April 21st, 1853, being the lower portion".

Further remark:- "Provided nevertheless that if I the said Michael Erskine shall pay or cause to be paid unto the said Stephens S. Ewing and George P. Burne, executors of David Moore, the amount of the aforesaid bond or note in the sum of \$5,000.00 payable January 1st, 1856, and dated the 4th day of July 1853, for which amount the said Alexander Erskine and James Donegan are liable as well as all interest accruing on the same and all costs or damages that may accrue to the said Erskine and Donegan, then this deed, as well as the before described bond shall both be void, and of no further effect; otherwise shall remain absolute.

Michael Erskine.

Mortgage.

Dated October 14th, 1853,

Filed for record December 26th, 1853.

Recorded in book E.p. 152 and 153.

In office of County Clerk of Guadalupe County, Texas.

Acknowledgement taken before Paris Smith, County Clerk of G. Co., Dec. 26th, 1853.

In statutory form.

Consideration \$5.00 cash paid and the "further consideration of a certain bond or obligation this day executed by me to Oliver Burn of Monroe County, Va., for the sum of \$18,000, bearing interest at the rate of 8% per annum payable annually at the Country House of J. Burnside & Co., in the City of New Orleans, La., from the 1st day of January, 1854, until paid and due January 1st, 1856.

Description and remarks:-

"The following described tract or parcel of land situated, lying and being in the Counties of Guadalupe and Gonzales in the State of Texas on the South side of the Guadalupe River about 12 miles or 14 miles below the town of Seguin, known as the Capote 6 leagues, originally granted to Jose de la Baume by the Mexican Government by her Commissioner Jose Antonio Navarro on the 1st day of July 1832, and being the same conveyed to me by the heirs of the said Jose de La Baume, deceased, by their deeds which are recorded, etc. Also the same on which I, the said Michael Erskine, now live less about 568 acres heretofore sold and conveyed and subject to two mortgages heretofore executed upon two leagues lying on the lower East side of the said 6 leagues to secure the payment of \$9,298.28, one mortgage executed to the executors of Henry Erskine, deceased for \$4298.28 bearing interest from January 1st, 1854 until paid, and the other mortgage executed to Alexander Erskine and James J. Donegan to secure the payment of \$5,000 bearing interest from July 4th, 1853, or thereabout until paid and due two years after date. But this deed is intended and does convey the entire 6 leagues less 568 acres and subject to the two mortgages above named, a reference is here made to the title papers which are on file in the General Land office in the City of Austin for the metes and bounds and more general description of said land".

Further remarks. The instrument provides that if said bond for \$18,000 with interest is paid or caused to be paid at maturity, then this conveyance shall be void and of no effect. "But it is distinctly understood and agreed upon between me and the said Allen T. Caperton that should it ever become necessary that the said Allen T. Caperton would have to proceed in law to subject the aforesaid land to sale for the purpose of paying off the aforesaid bond to the said Oliver Burne, that the property herein conveyed is liable for all costs, commissions or fees of lawyers which may be employed to foreclose this mortgage deed as well as any other necessary expenses which the said Allen T. Caperton may be at in collecting the same and closing up this transaction, and the courts of the State of Texas having jurisdiction are authorized by this deed to enter up judgment against me, my executors or administrators for all such costs, commissions or expenses, so as to hold the said Allen T. Caperton complete indemnified in as much as the said Caperton has entered as my security to the said Oliver Burne without any compensation whatsoever."



Michael Erskine.

to

John C. B. Ehringhaus.

Mortgage.

Dated April 4th, 1854.

Filed for record April 7th, 1854.

Recorded in book "E" pages 349 to 350.

In office of County Clerk of Guadalupe County, Texas.

Acknowledgement taken before Paris Smith April 7th, 1854.

In statutory form. and

Consideration \$5.00 cash, the "further consideration of a certain bond or obligation, bearing even date with this instrument executed by me John P. Erskine and Andrew W. Erskine to said J. C. Erskine, acting as a guardian of the heirs of his son John C. B. Ehringhaus, deceased, for the sum of \$1,588.80 payable 12 months after date with interest at the rate of 12% per annum.

Description and remarks:-

Conveys" the following well known tract or parcel of land lying and being in the counties of Guadalupe and Gonzales in the said State of Texas, on the South side of the Guadalupe River, about 12 or 14 miles below the town of Seguin, known as the Capote 6 leagues originally granted to Jose de La Baume, deceased, the same being conveyed to me by the heirs of the said La Baume as will appear by their deeds on record and being the same land on which I now reside, containing about 26,000 acres, about 568 acres having heretofore been sold and conveyed".

The instruments further provides as follows "provided nevertheless that if I the said Michael Erskine, my heirs, executors and administrators do or shall well and truly pay or cause to be paid unto the said John C. Ehringhaus, guardian as aforesaid, his executors, administrators and assigns the before described bond of \$1588.80 with the interest accruing thereon then this indenture and having herein contained shall be void and of no further effect and all the estate hereby granted shall cease and determine.

Michael Erskine.



No. 329. Estate of Michael Erskine, deceased. Order appointing J. M. Miller, Administrator of the estate of Michael Erskine, deceased.
Dated Wednesday July 30th, 1862.
Filed for record July 30th, 1862.
Recorded in Probate Minute Book C. p. 28
In office of County Clerk of Guadalupe County, Texas.

Description and remarks:-

"J. M. Miller having on the 11th day of this month filed a petition for letters of administration of the estate of said Michael Erskine, deceased, and the notice required by law, having been given and no person appearing to contest the same. It is ordered that letters of administration on said estate be issued to said J. M. Miller, upon his taking the oath prescribed by law and executing bond with security in the penalty of \$30,000, conditioned according to law."



EST. 422. Estate of Michael Erskine,
deceased.

Bond and Oath of J. M. Miller, administrator of the estate of Michael Erskine, deceased.

Dated July 29th, 1862.

Filed for record July 30th, 1862.

Recorded in Probate Minute Book E. on page 228.

In office of County Clerk of Guadalupe County, Texas.

Description and remarks:-

The record shows a bond conditioned as required by law, payable to the Chief Justice of Guadalupe County, in the sum of \$30,000, together with I. H. Fennell and George B. Holloman as his surities. Approved by James McClaugherty, Chief Justice of Guadalupe County.

Further remark:-

In Probate Court Minute Book C. on page 28 is the following note " No. 329. Estate of Michael Erskine, deceased, the Bond and oath of J. M. Miller, administrator of said estate was filed and recorded to be recorded".



No. 329. Estate of Michael Erskine,
deceased.

Inventory and Appraisement of the
Community property of Michael Erskine
deceased .

Dated August 21st, 1862.

Filed for record August 25th, 1862.

Recorded in Probate record book E.
on page 229 .

In office of County Clerk of
Guadalupe County, Texas.

Description and remarks:-

The inventory and appraisement of the estate of Michael Erskine, deceased, returns as community property, among other property, the following: " One tract of land granted to Jose de la Baume, containing 26568 acres, onehalf of which is situated in the County of Guadalupe and the other half in Gonzales County. The one-half in Guadalupe County is valued at \$28,780.00 and the half in Gonzales County is valued at \$9,965.00".



329. Estate of Michael Erskine,
deceased.

Order annulling and revoking the
appointment of J. M. Miller, as
administrator of the estate of
Michael Erskine, deceased.
Dated November 29th, 1865.
Order recorded in book E. p. 156.
In office of County Clerk of
Guadalupe County, Texas.

Description and remarks:-

The order revoking the appointment of J. M. Miller
administrator of the estate of Michael Erskine, deceased, is as follows, to
witness: "Whereas J. M. Miller was appointed administrator of the estate
of Michael Erskine, deceased, during the existence of the Confederate author-
ity; it is ordered, adjudged and decreed by the Court that on account of
the formalities in said appointment and insufficiency of bond that the said
appointment be and it hereby annulled and revoked."



No.416. Estate of Michael Erskine,
deceased.

Order appointing J.M.Miller, adminis-
trator of the estate of Michael Ers-
kine, deceased.
Dated November 29th, 1865.
Recorded in Probate Minute Book C.
page 156.
If office of County Clerk of
Guadalupe County, Texas.

Description and remarks:-

Whereas, J. M. Miller filed his petition for let-
ters of administration on the estate of Michael Erskine, deceased, and it
appearing to the Court that notice has been given and no one contesting
the same; it is ordered by the Court that letters do issue to said Miller
upon his giving bond in the sum of \$15,000 and upon taking the oath.



No. 416. Estate of Michael Erskine,
deceased.

Bond and Oath of James M. Miller,
administrator of the estate of
Michael Erskine, deceased, and order
for letters of administration to
issue.
Dated November 29th, 1865.
Recorded in Probate Court minutes
in book C. page 383.
In office of County Clerk of
Guadalupe County, Texas.

Description and remarks:-
On Probate minutes C. page 156 is ordered." J.M.
Miller having this day filed his bond and taken the oath required by law.
It is ordered, adjudged and decreed by the Court that letters do issue to
said Miller as administrator of said estate".

Further remark:-
Probate record E. page 383 shows that J.M. Miller executed
the bond in the sum of \$15,000 payable to W. C. Wiseman, Chief Justice of
the County Court of said County, and his successors in office, conditioned
as ~~below~~ required by law, together with J.P. Erskine and A.M. Erskine as
sureties, which bond was approved November 29th, 1865, by W.C. Wiseman,
Chief Justice".



J. Erskine,

vs.

J. Miller, administrator, et.al.

Judgment..

Dated May 22nd, 1868.

Recorded in Minute book E. p. 372.

In office of District Clerk of
Guadalupe County, Texas.

Description and remarks:-

Tried before John P. White, Special Judge.
After reciting preliminaries the judgment contains as follows:- "That
John P. Erskine, do have and recover from the defendant, J. M. Miller, admin-
istrator of the estate of Michael Erskine, deceased, one undivided half
interest, except as hereafter set out, of the following described property
lying and being in Guadalupe County, to wit: Survey No.11 in class No.3
six leagues of land for Jose de La Baume of Bexar, which he claims in
virtue of a concession which he has received from the Government of the State
of Coahuila and Texas for this quantity, situated on the South West margin
of the Guadalupe river from 18 to 25 miles above the village of Gonzales
and includes the spring of water in the Capote, commencing on the banks of
the Guadalupe river at a stake set for the upper corner of survey No.10
class 3rd, from which bears a post oak 15 inches N.20°W. at 2 varas and
walnut 15 inches N.50°E. at 27 varas from whence runs the N. W. line of
said No.10, S.27°W. 250 varas to oak timber, 5800 varas to land well set
with mesquite timber, 7463 varas to the S. E. corner of said No.10 to a
stake set from which bears, etc; thence with the S. W. boundary of said
No.10 S.53E. 550 varas to oak timber and at 1850 varas set a stake upon the
same line for corner of this survey, from which, etc., thence on a right
line S.1900 varas to Mesquite timber 3860 varas oak timber and at 4875 varas
set a stake for the S. E. corner of this survey, from which, etc/ thence
on a right line to the West 920 varas to mesquite timber at 1600 varas left
the mesquite timber at 2200 varas a creek running S. W. at 2920 varas to
a creek of good water which runs S.E. at 6200 varas to Mesquite timber which
bears E. and S. W. at 9300 varas left mesquite timber and at 10990 varas set
a stake for the S. W. corner of this survey from which, etc. - - - thence
on a right line to the N. 8870 varas encountered with the Southern boundary
No.13 precisely at 875 varas W. of its S. E. corner of which point set
a stake for a corner of this survey, from which etc, ----- and thence with
the Southern line of No.13 S. 1875 varas to its S.E.corner, etc, - - -thence
with the Eastern line of No.13 N. 4330 varas arrived the S. W. corner of
survey No.12 set a stake from which etc, - - - - thence with the Southern
line of No.12 E. 2000 varas to its S.E. corner, etc., - - - from which with
the same survey No.12 N.3140 varas arrived at the bank of the Guadalupe
river to a stake for the lower corner of survey No.12 from which, etc.--
from whence with the meanders of the river down to the place of beginning,
said meanders containing 6 different courses 21010 varas, completing the
units of said 6 leagues of land.

It having been proven on the trial that said Michael Erskine paid \$300
the purchase money for said onehalf interest in said 6 leagues and that
John P. Erskine paid the sum of \$6350.00. Said John P. Erskine's interest
\$6350.00 and the estate of Michael Erskine \$300. and in settling of said
plaintiff's interest in said 6 leagues it will be one undivided half bears
the proportion \$6350.00 bears to \$300.00 and giving to the defendants the
interest of \$300 out of the \$6750.00, the whole purchase money for said half
6 leagues to divided in their proportion. A. M. Erskine and J. P. Hector
are hereby appointed ~~defendants~~ to partition said property in accordance
with this decree and make their report at the next term of Court.



John P. White,
Special Judge."

Henry Maney, and ✓

Mary Maney.

to

John P. Erskine.

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Deed.

Dated November 17th, 1868.

Filed for record December 29th, 1868.

Recorded in book K. p. 170.

In office of the County Clerk of Guadalupe County, Texas.

Acknowledgement taken before C.C. Raymond, Deputy Clerk of Guadalupe County, Texas., on November 17th, 1868.

In statutory form.

Consideration " The execution and delivery to us of one due bill of 65 Mexican dollars (silver) of even date ~~herewith~~ of these presents." " And the further consideration of the sale and conveyance this day made and executed and delivered to us of two certain tracts of land, one tract situated in the County of Comal

on the S. W. side of the Guadalupe River about 17 miles above New Braunfels, known as survey No. 340 in section 2 containing 240 acres of the undivided interest in 13/18 of one other tract situated in Gillespie County in said ~~said~~ State on spring creek on the waters of the Padernales, the headright survey of Michael Erskine, containing 640 acres".

Description and remarks:-

Conveys " the undivided interest of the said Mary Maney in the estate of her mother, Agnes D. Erskine, deceased, in and to what is known as the Capote 6 leagues of land situated in Guadalupe and Gonzales Counties in said State".

Henry Maney

Mary Maney.



A. T. Caperton, and,
J. J. Donegan.
(1816)
No. (1869.) Consolidated.

vs.

J. M. Miller, et. al.

Judgment.

Dated November 28th, 1868.

Recorded in Minute Book E. pages
447, 448, 449, and 460.

In office of the District Court Clerk
of Guadalupe County, Texas .

Description and remarks:-

The cases of A. T. Caperton vs. J. M. Miller, administrator, and J. J. Donegan vs. J. M. Miller, administrator, were consolidated and an agreed judgment entered. The judgment sets aside to James R. Sheffield 150 acres formerly sold by Michael Erskine to James M. Miller, individually, the tract formerly sold him by Michael Erskine, and a homestead of 200 acres including the improvements excepted from the judgment. It is ordered that A. T. Caperton have and recover the sum of \$32000.00 from James M. Miller, administrator and that the following described lands are liable for said amount. Among other lands the following: "Situated and being in the Counties of Guadalupe and Gonzales in the State of Texas on the S. side of the Guadalupe river, about 12 or 15 miles below the town of Seguin, known as the Capote 6 leagues originally granted to Jose de La Baume by the Mexican Government by her Commissioner Jose Antonio Navarro, the 1st day of July 1832 and being the same conveyed to me by the heirs of Jose de La Baume, deceased, by their deeds which are of record in the Counties of Gonzales and Guadalupe where the land lies and also the same on which I, the said Michael Erskine now live, less about 520 acres heretofore sold and conveyed". The judgment further provides the following. "That the children and heirs of Mrs. Agnes D. Erskine, to wit: John P. Erskine, Catherine H. Ehringhaus, Margaret J. Miller, Ellen P. Anderson, A. M. Erskine, Mary M. Manly, M. H. Erskine, Agnes Erskine and the minor children of Andrew H. Erskine, deceased, to wit: Blucher H. Erskine, Edwin Erskine, Joseph Erskine, Robert J. Erskine, John H. Erskine and Agnatus Erskine do have and recover one undivided 1/4 of a league of land to be taken out of the property heretofore mortgaged to Alexander T. "Erskine" and James J. Donegan as herein after set out, that the said heirs do have and recover a further undivided one-ninth interest in and to 16940 acres which said one-ninth interest shall be sold to the highest bidder for cash and the proceeds divided between said heirs". "It is further ordered that James J. Donegan have and recover from the said Miller, administrator the sum of \$9945.00 and it is further decreed that the following described tract of land was mortgaged to secure the payment of said debt, situated, lying and being part in the County of Guadalupe and part in the County of Gonzales in the State of Texas, on the S. W. side of the Guadalupe river, being part of the well known tract called the Capote 6 leagues about 15 miles East and below the town of Seguin off of the lower or Eastern side. The said 6 leagues being the same which was granted to Jose de La Baume, deceased, on July 1st, 1832, by the Commissioner Anotio Navarro and afterwards conveyed to me by the heirs of the said de La Baume by deeds which are recorded in the Counties of Gonzales and Guadalupe, to commence 3/4 of a mile by the meanders of the river Guadalupe and above the mouth of the mill tail race and running sue. S. so as to include the mills, cotton-gins and other improvements and running back on that line S/ sufficiently for to include 2 entire leagues say 6856 acres; thence E. to the lower line of said survey; thence with the lower line to where it comes with Sheffield a small tract sold him off of the said 6 leagues; thence with Sheffield's line to the said Guadalupe river; thence up the river with its meanders to the place of beginning. And it is ordered that so much of said land as is not included in the mortgage to Henry Erskine be sold to ratify said aforesaid debt, save and except the undivided one-fourth league heretofore assigned to

the heirs of Agnes D. Erskine, deceased".

"It is further ordered that Samuel Price, Mason Mathews and Thomas Mathews, executors of the estate of Henry Erskine, deceased, do have and recover of James M. Miller, administrator of Michael Erskine, deceased, the sum of \$9075.00 and that the mortgage to secure the same be foreclosed upon the following described land. Situated and lying part in the County of Gonzales and part in the County of Guadalupe on the Guadalupe river South side on the lower corner of the tract of land that I now live upon, called the Capote 6 leagues, to commence at a point upon the Guadalupe river 1/2 mile above the mouth of the spring Branch between where Boon lives and the mill, etc. - - to run due S. until it will include 1 league of land over and above about 150 acres sold Sheffield which is at the extreme lower corner, the said League to include the farm now occupied by Boone at or near the mouth of Spring Branch, the same being part of the League sold and conveyed to me by the heirs of Jose de La Baume. It is further ordered that the said land be sold to pay said debt. But in case said land should not bring enough to pay said debt the said estate of Henry Erskine release the estate of Michael Erskine and Agnes D. Erskine, deceased, from ~~any~~ any further liability of the unpaid balance".

W. K. Makemson,

Special Judge".

Further remark:-

On the Margin of the judgment is the following:

"Received of James M. Miller, administrator of the estate of Michael Erskine, deceased, the sum of \$1383.00 on the within judgment in favor of Caperton and others this 13th day of April 1870.

John P. Erskine, attorney in fact for
A. T. Caperton.".



No.416. Estate of Michael Erskine,
deceased.

Order of sale.
Dated January 1st, 1869.
Recorded in probate Court Minutes
book C. page 431.
In office of County Clerk of
Guadalupe County, Texas.

Description and remarks:-

Order of sale authorizing J.M.Miller, administrator
of the estate of Michael Erskine, deceased, to sell land as follows:
" Estate of Michael Erskine, deceased.

It is ordered that J. M. Miller, administrator of said estate
sell the lands belonging to said estate at public auction to the highest bid-
der for cash at the Court House door in the town of Seguin on the first Tues-
day, the 5th day of April, 1869, in obedience to a decree of the Honorable
District Court of Guadalupe County, rendered at the fall term 1868, thereof
in cause No. on the docket of said Court 1616 and 1669, signed James F.
McKee, County Judge."



No. 416. Estate of Michael Erskine,
deceased.

Report of sale by Administrator of
Michael Erskine, deceased.
Dated May 1st, 1869.
Filed May 1st, 1869.
Recorded in Probate Minute Book
F. pages 58 and 59.
In office of County Clerk of
Guadalupe County, Texas.

Description and remarks:-

The petition of James M. Miller, administrator of the estate of Michael Erskine, deceased, and order to the April term 1869 of the County Court of Guadalupe County, for the settlement of estates and asks for an order to sell a large quantity of lands, referring to the land under investigation is the reference" "Also 8/9 of 16,942 acres, undivided interest in the well known Capote 6 leagues and for full particulars reference is here made to a mortgage deed by the said Erskine to said Caperton as sold to J. P. Erskine for 30¢ per acre". Also the following reference, "Also 1882-4/9 acres of land belonging to the heirs of Michael Erskine and Agnes D. Erskine, deceased, being the 1/9 ~~1116755~~ part of 16942 acres of land and a part of the well known 6 leagues and set apart be a decree of the District Court to said heirs as sold to J.P.Erskine for \$1.00 per acre. " Said sale being for cash, the foregoing is most respectfully submitted and asks that upon the purchasers of all things comply with the terms aforesaid, I hereby order to make title according to law". This report was properly sworn to as required by Law.



No. 416. Estate of Michael Erskine, deceased.

Confirmation of sale of
Real Estate.
Dated April 28th, 1869.
Recorded in Probate Minute
Book page 447.
In office of County Clerk
of Guadalupe County, Texas.

Description and remarks:-

"
No. 416 Estate of Michael Erskine, deceased.

Order confirming sale as follows to wit:
J. M. Miller, administrator of the said estate, having made his return of sale of certain tracts of land and fully described in said returns filed May 1st, 1869, and the Court having ~~been~~ considered said return and being satisfied that the said sale was fairly made and in conformity to law said sale was in all respects "conform" and said return ordered to be recorded and the administrator ordered to make deed to the purchasers ".

"No. 416. Estate of Michael Erskine, deceased.
James M. Miller, the Administrator of said Estate having on the 1st day of May, 1869, filed in this Court an account of the sales of real estate belonging to said estate and the manner in which such sales were made, having been inquired into by the Court and the Court being satisfied that said sales were fairly made and in conformity with law, therefore it is ordered adjudged and decreed that said account of sales be and is hereby approved and the sales therein mentioned are hereby confirmed; and the clerk of this Court is ordered to record said account of sales and James M. Miller to administrator of said estate is ordered to make ~~the~~ conveyance of said real estate to the purchasers thereof upon their complying with the terms of said sales, and the further requirements of this order. And it further appearing from the judgment and decree of the Hon. District Court of Guadalupe County that the said sales as aforesaid by the said administrator were for the enforcement of liens upon the greater portion of said real estate, it is further ordered that each purchaser of said portions mortgaged as aforesaid pay to said administrator a pro rata portion of the expense of said sales together with their pro rata portion of the costs of this Court and the District Court of said County and pay to said Administrator the further sum of _____ dollars, said sum being .095 (ninety five thousands of their aggregate bids). And it is further decreed not to make conveyance to the purchasers of said real estate until he has first paid off and discharged all expenses of administration and debts incurred by him in the management of the estate.



James F. McKee
County Judge Guadalupe County, Texas".

Erskine

to

Caperton.

Mortgage.

Dated February 1st, 1870.

Filed for record February 28th, 1870.

Recorded in mortgage book A. page 295.

In office of County Clerk of Guadalupe County, Texas.

Acknowledgement taken before F. A. Vaughan Clerk of the County of Guadalupe County, February 1st, 1870, .

In statutory form.

Consideration \$15,000.00 with 8% interest per annum from the first day of Feb. 1870

Description and remarks:-

Conveys " 6 leagues of land in Guadalupe County, Texas as the Capote tract granted by the Government to Jose de La Baume and formerly owned by Michael Erskine, deceased, and on which said Erskine resided at his death and on which I now reside and the same land sold by James M. Miller, administrator of the said Michael Erskine, ~~deceased~~ estate, on the 6th day of April, 1869, and purchased by me. In this mortgage, however is not included the following portion of said 6 leagues, to wit: 420 acres sold by said Michael Erskine to James M. Miller; 150 acres sold to Sheffield by said Michael Erskine and 2-00 acres set apart as a homestead of the family of said Michael Erskine and save and except also two certain other tracts or purchases of said Capote tract provided by the mortgage made by said Michael Erskine to Sam price, Mason Mathews and Thomas Mathews, executors of Henry Erskine, bearing date April 21st, 1853 and the mortgage made by said Michael Erskine to James J. Donegan and Alexander Erskine on the 4th day of July, 1853."

Further remarks. " this mortgage shall cease to operate and the same shall be null and void whenever I pay or cause to be paid to said Caperton the said sum of \$15000.00 and all interest thereon, interest being payable annually."

On the margin of the deed is contained the following. "I also include in this mortgage all my ~~right~~ interest in the homestead".

John P. Erskine.



J. M. Miller, Administrator
of the Estate of
Michael Erskine, deceased.

to
John P. Erskine.

Administrators Deed.
Dated April 13th, 1870.
Filed for record May 6th, 1878.
Recorded in book P. pages 209, 210 and 211.
In office of County Clerk of Guadalupe
County, Texas.
Acknowledgement taken before C.L. Arbuckle
C.C. & G.C. on May 6th, 1878.
In Statutory form.
Consideration \$ _____.

Description and remarks:-

Conveys the following land " one league of land
part of the well known Capote 6 leagues, situated in Guadalupe and Gonzales
counties and the State of Texas, said league being described in a mortgage
deed executed by Michael Erskine in favor of Samuel Price, Mason Mathews and
Thomas Mathews, executors of the estate of Henry Erskine, deceased, which is
here referred to for a more particular description of said league for 50¢
per acre; also an undivided 8/9 interest in and to the portion of the said
Capote 6 leagues that remains after taking therefrom the homestead of 200
acres set apart by the County Court of Guadalupe County of Michael Erskine
deceased, and the 150 acre tract of land sold to Sheffield and the tract
of about 443 acres sold to James M. Miller by the said Michael Erskine in
his life time and the aforesaid 2 leagues mortgaged as aforesaid to Sam Price
Mason Mathews and Thomas Mathews and to James J. Donegan, for 30¢ per acre
and 1882-4/9 acres of land decreed to the heirs of Michael Erskine and
Agnes D. Erskine by the Honorable District Court of Guadalupe County, being
the undivided 1/9 of the above described 16940 acres of the Capote 6 leagues
of land for \$1.00 per acre."

J.M. Miller, Administrator of the Estate
of Michael Erskine, deceased.



James J. Miller, Administrator of
the Estate of Michael Erskine,
deceased.

to

James J. Donegan

Administrators Deed.
Dated April 14th, 1870.
Filed for record May 12th, 1870
Recorded in book K. page 445.
If office of County Clerk of Guadalupe
County, Texas.
Acknowledgement taken before Asa J.L.
Sowell, Deputy Clerk, Guadalupe County,
on May 13th, 1870.
In statutory form, except does not state
known to the officer.
Consideration \$830.25,

Description and remarks:-

Conveys, "All of the right, title and interest
of the Estate of Michael Erskine, deceased in and to an undivided three-
fourths of the league (part of the well known Capote six leagues, situated
in the counties of Gonzales and Guadalupe in the State of Texas, mortgaged
by deed of Michael Erskine on the 4th day of July A. D. 1853 to Alexander
Erskine and James J. Donegan and more particularly described in said deed
as follows, viz: to commence $3/4$ mile by the meanders of the river Guadalupe
above the mouth of the mill tail race and running due South so as to in-
clude the Mills, Cotton gins and other improvements and running back on that
line S. sufficiently far to include 2 entire leagues; thence E. to the
lower line of said Capote six leagues, thence with said lower line to
corner of tract sold by (M.Erskine) to Sheffield out of said Capote six lea-
gues; thence with Sheffield's line to the Guadalupe river; thence up
the river with its meanders to the place of beginning".

J. M. Miller, administrator of the estate
of Michael Erskine, deceased.

J. M. Miller, Sr.,
J. M. Miller, with,
John P. Erskine.

An Agreement.
Dated March 15th, 1871.
Filed for record May 3rd, 1871.
Recorded in book K. p. 745.
In office of the County Clerk of Guadalupe
County, Texas.
Acknowledgement taken before Julius Wagner
Deputy Clerk of the District Court, of
Guadalupe County, March 17th, 1871.
In statutory form.
Consideration \$184.50.

Description and remarks:-

Conveys all their right, title and interest in
to "all that tract of land included in the mortgage made by Michael
Erskine to James J. Donegan and which was established in the suit of A. T.
Caperton and J. J. Donegan vs. J. M. Miller, Sr. administrator, No. 1616 -
9, in the District Court of Guadalupe County and more particularly in that
portion included in said mortgage set apart in said suit to the heirs of Mrs.
John D. Erskine, for and in consideration of the sum of \$184.50 to us in
full paid, the receipt of which we acknowledge and the said J. P. Erskine
by declaring on his part and setting apart the interest herein conveyed
him to be and constitute a part of the property conveyed by the mortgage
by him to A. T. Caperton, recorded in book A. on page 295 of the book
of mortgages of Guadalupe County and that said mortgage shall give this
rest in the same manner as if originally included in it".

J. M. Miller, Sr.,

M. J. Miller,

John P. Erskine.



No.622. Estate of John P.Erskine,
deceased.

Application of A. M. Erskine, for
Letters of Administration of the
Estate of John P. Erskine, deceased.
Dated November 12th, 1872.
Recorded, Probate Court Minutes
Book C. page 530.
In office of County Clerk of
Guadalupe County, Texas.

Description and remarks:-

Order appointing A. M. Erskine, Administrator
of the estate of John P. Erskine, deceased, as follows: "
"Estate of John P. Erskine, deceased,. No.622.

In this estate the presiding judge of this Court having entered
his disqualification, James Greenwood, Esq., is selected as Special Judge
A. M. Erskine having made application for letters of administration upon
said estate and it appearing to the Court that legal notice of said applica-
tion had been given and there being no opposition to the same. It is there-
fore ordered by the Court that letters of administration do issue to the
said A. M. Erskine, upon the aforesaid estate of John P. Erskine, deceased,
upon his giving bond in the sum of \$44,000.00 and taking the oath prescribed
by law within twenty days"

James Greenwood, Special Judge."



No.622. Estate of John P. Erskine,
deceased.

Bond and Oath, and Approval of
A. M. Erskine, Administrator of
the estate of John P. Erskine, deceased.

Dated November 25th, 1872.

Filed November 25th, 1872.

Recorded in Probate Minute Book F.p203 3

In office of County Clerk of
Guadalupe County, Texas.

Description and remarks :-

Bond of A. M. Erskine, administrator of the estate of John P. Erskine, deceased, in the sum of \$44,000, executed the 25th day of November, 1872, payable to F. A. Vaughan, Clerk of the District Court of Guadalupe County, and his successors in office, with A. W. Dibrell and J. M. Miller as sureties. The oath of administrator sworn to and subscribed by A. M. Erskine, November 25th, 1872. Bond approved November 25th, by F. A. Vaughan, Clerk of the District Court of Guadalupe County, Texas.



No. 622. Estate of John P. Erskine,
deceased.

Inventory and Appraisement of the
Estate of John P. Erskine, deceased.
Dated December 7th, 1872.
Filed December 7th, 1872.
Recorded in Probate Minute Book F.
on pp. 204 to 207 .
In office of County Clerk of Grada-
lupe County, Texas.

Description and remarks:-

Inventory and Appraisement belonging to the estate
of John P. Erskine, deceased, returned by A.M. Erskine, John L. Cochran,
W. M. Lay and H. W. Cooley.
Among other property is the following: "17623 acres of land originally
granted to Jose de La Baume, situated in Guadalupe and Gonzales Counties,
appraised at \$35,246.00."



No. 622. Estate of John P. Erskine,
deceased.

Application of A. M. Erskine, Admin-
istrator of the estate of John P.
Erskine, deceased, for sale of Real
Estate.

Filed November 17th , 1873.
Recorded Probate Minutes Book F.
page 279.

On office of County Clerk of
Guadalupe County, Texas.

Description and remarks:-

Applic-ation of A. M. Erskine, Administrator
of the estate of John P. Erskine, deceased, as follows:" -----re-
spectfully represents that the liabilities of said estate amount to about
\$20,000.00 or more over and above the value of the personal estate, as
petitioner has reason~~ed~~ to believe and does believe that a large amount
of the real estate of his estate will have to be sold in addition to the
whole of the person~~ality~~ in order to pay said liabilities. Wherefore he
prays for an order for the ~~sale~~ sale of all of the personal property belong-
ing to said estate, consisting ~~principally~~ of stock cattle on the ranch,
being wild stock and branded ~~JE~~ to be sold as they run and also of such other
personal property as remains undisposed of and that such sale be at public
outcry at the late homestead of the said John. P. Erskine, deceased, to
the highest bidder . And as there will be a large indebtedness over and
above what the personal~~ty~~ property will pay, prayer is made for an order
that your petitioner be authorized to sell privately in such tracts as
he may think will be for the benefit of said estate to an amount sufficient
to pay off the remaining liabilities of said estate, the following lands
belonging to said estate, viz: 19155 acres of the Jose de la Baume 6
leagues , lying partly in Guadalupe and partly in Gonzales Counties."
Further remark,- The application is signed by W. E. Goodrich, attorney,
but is not sworn to.

No. 622. Estate of John P. Erskine,
deceased.

Notice of Sale of Real Estate.
Dated November 20th, 1873.
Recorded, Probate Minute Book R.p280
In office of County Clerk of
Guadalupe County, Texas.

Description and remarks:-

Notice given as follows:

State of Texas)
County of Guadalupe)
of the estate of John P. Erskine, deceased.

To all persons interested in the administration

A. M. Erskine, administrator of said estate has filed in the District Court of Guadalupe County, Texas, an application for an order of Court for the sale of so much of the following described real and personal property belonging to said estate as will be sufficient to pay the debts of same, viz: All of the personal property consisting principally of stock cattle, branded JE and also such other personal property remaining unsold. 19155 acres of the Jose de la Baume 6 leagues lying partly in Guadalupe and partly in Gonzales Counties, - - - - - which will be heard at the next ~~regular~~ term of said Court commencing on the first Monday in December, 1873, at which time all persons interested in said administration may appear and contest said application if they see proper".

Sheriff's return on said Notice, as follows:

"Received and executed same day issued by posting a copy of the within notice at three different places in the County of Guadalupe, to wit: At the Courthouse in Seguin, and at Duggers School House and at Hellmann's store on the Cibolo".

John F. Gordon, Sheriff."



Samuel Price, Mason Mathews,
and Thomas Mathews.

No. 2079. vs.

A. M. Erskine, Administrator of
the estate of John P. Erskine, deceased. et.al.

Judgment.

Dated December 23rd, 1873.

Recorded in Minute Book E.p. 704 & 705.

In office of District Clerk of,
Guadalupe County, Texas.

Description and remarks:-

After preliminaries the judgment sets forth:
It is therefore considered, adjudged and decreed by the Court that the
plaintiffs, Samuel Price, Mason Mathews, and Thomas Mathews, have and re-
cover of the defendant, A. M. Erskine, as administrator for the estate of
John P. Erskine, deceased, and the other defendants all that certain tract
of land consisting of one league situated and described as follows, lying
on the south side of the Guadalupe river and being the lower portion of
the Capote tract of six leagues, partly in Gonzales and partly in Guadalupe
County beginning at a point upon the Guadalupe river 1/2 mile above the
mouth of the Spring Branch between where Boone lives and the mill, and to
run S. until it will include one league of land above and above about 150
acres sold to Sheffield, which is at the extreme lower corner; the said
league to include the farm now occupied by Boone at or near the mouth of
Spring Branch, being part of the 6 leagues surveyed to Michael Erskine by
the heirs of Jose de La Baume. And it is further considered, adjudged
and decreed by the Court that all the right, title and interest of the said
defendants in and to said league of land be divested out of said defendants
and vested in said plaintiffs and that the said A.M. Erskine, as administra-
tor of the estate of JOHN P. Erskine, deceased, make title to the said above
described property to the said plaintiffs.

The style of this judgment is Price, et.al. vs. Erskine, administrator
et.al., but neither the judges docket nor the judgment in its entirety is
charitable or sensible enough to disclose, who on the part of the defendants
constitute the et.al. A majority of Clerks consider et.al. to include
the whole human race and never think it necessary to disclose the names
of the parties.

After examining the pleadings we find that all the heirs of John P. Erskine
deceased, were made parties.



No. 622. Estate of John P. Erskine,
deceased.

Extention of time of Sale of Real
Estate.
Dated July 11th, 1874.
Recorded in Probate Minute Book C.
on page 564.
In office of County Clerk of
Guadalupe County, Texas.

Description and remarks:-

Order of Court as follows:

"A. M. Erskine, administrator of said estate having applied for an extension of time of sale of real estate belonging to said estate or for a renewal of sale made at the December term 1873 of this Court and it appearing to the Court that a very large amount remains due and owing by said estate and that it is necessary to sell real estate for payment of the debts. It is therefore ordered by the Court that said administrator have further time to make sales of the following lands belonging to said estate or so much thereof as may be necessary to pay such debts, viz: - - - - - 19155 acres situated in Guadalupe and Gonzales Counties, part of the Jose de La Baume 6 leagues, publicly ~~###~~ or privately and in such tracts as he may think best for the interest of said estate, and he is further ordered to report to this court all of such sales as they are made and as the law directs".



No.622. Estate of John P. Erskine,
deceased.

Confirmation of sale of Real Estate
Dated December 26th, 1874.
Recorded in Probate Minute Book D.
page 4 and 5.
In office of County Clerk of
Guadalupe County, Texas.

Description and remarks:-

Decree of confirmation as follows:

"A. M. Erskine, Administrator of the estate of John P. Erskine, deceased having filed his report showing that he has sold of the lands belonging to said estate as he was empowered to do by a decree entered December term 1873 as follows, to wit: - - - - - and 17700 acres of the La Baume 6 league survey, to James E. Ellison and John O. Dewees on the 14th day of November 1874, for \$21,000.00, \$12,000.00 in cash and the balance on the 1st of January 1875 and there being no exception to said report, it is in all respects approved and confirmed and it is ordered that upon the compliance of the purchasers with the terms of sale the administrator make to them deeds of their respective purchases. The field notes of said 17700 acres are: Beginning at a large stone set for the S. W. corner of the Jose de la Baume 6 league survey; thence with the W. line of said 6 leagues N.8870 varas to a large stone on the S. line of survey No.13 granted to Green DeWitt from which a post oak, etc.,; thence with the S. line of Green DeWitt league E 875 varas to a stone set for its S.E. corner from which a black jack, etc.; thence with the E. line of said league N.4030 varas to the S. W. corner of a tract of 123 acres conveyed by Michael Erskine to J. M. Miller, from which a post oak, etc.; thence with the S. line of said 123 acres E. 2280 varas to its S. E. corner from which a post oak, etc; -thence S. 10-1/2° E. 13 varas to a stake from which a hickory, etc.; - - - - - thence S. 50°E.1670 varas to a post oak etc, - - - thence S.49-1/2°E. across the spring branch and over marshy ground 424 varas to a stake standing about 12 varas N. of a natural mound, - - - - - thence N.32°E. at 700 varas crossing spring branch 110 varas enter prairie 3150 varas enter timber of river bottom 3800 varas to a stake on the S. bank of the Guadalupe River, from which a stake, etc, - - - - - thence down the river with its meanders to the upper corner of a tract of 891-1/2 acres decreed to the heirs of Michael Erskine and Agnes D. Erskine, by the District Court of Comal County in the suit of Donegan vs. John P. Erskine, et. al. from which, etc.----- thence S. 12478 varas to a stake on the S. boundary line of said 6 leagues about 50 varas E. of sandy creek, etc, - - - - - thence with the S. line of said 6 leagues W. 8114 varas to the beginning".

"The above and foregoing probate minutes were read in open court and adopted.

W. W. White,

Judge of the 22nd District.

A. T. Caperton

to,

M. H. Erskine.

Power of Attorney.

Dated October 24th, 1874.

Acknowledged before H. A. Holt, Judge of the Circuit Court of Green Briar County, W. Va., a court of record on October 28th, 1874 and his official character certified to by Jonathan Mays, Clerk of said Court. In statutory form.

Filed July 25th, 1876.

Recorded in book O. page 27.

Description and remarks:-

Confers the following power " for me and in my name to execute in whole# or in part whatever form of release may be prescribed or directed by A. M. Erskine, who has heretofore been appointed my attorney for the sale and management of my landed interest in Texas of a mortgage in my favor executed by John P. Erskine on 6 leagues of land in Guadalupe County, Texas, on the 1st of February, 1870, and of record in said County of Guadalupe; hereby ratifying and confirming whatever said attorney may do as fully and particularly as if I were personally present."

A. T. Caperton.



Allen T. Caperton.

by M. H. Erskine, attorney

in fact.

to

A. M. Erskine, administrator,

of the estate of John R. Erskine,

deceased.

Release of Mortgage.

Dated December 26th, 1874.

Filed for record August 26th, 1876.

Recorded in Mortgage Book C. page 87.

In office of County Clerk of Guadalupe County, Texas.

Acknowledgement taken before C. L. Arbuckle, County Clerk of Guadalupe County, August 26th, 1876.

In statutory form.

Consideration, payment of note for \$15,000 executed on the 1st day of February, 1870, by John P. Erskine, to Allen T. Caperton and due 7 years after date, which note is secured by mortgage recorded in book A. page 295 of the deed record books of Guadalupe County, Texas.

Description and remarks:-

"Know all men by these presents that I, Allen T. Caperton of the County of Monroe and State of West Virginia, acting through my duly authorized attorney in fact M. H. Erskine do hereby declare said note cancelled and paid and the mortgage satisfied; and I do hereby release the said 19736 acres of the Jose de La Baume survey unto A. M. Erskine, administrator of the estate of John P. Erskine, deceased, from all claim whatsoever."

Further remarks:-

8.

This instrument is also recorded in book O. on page

Allen T. Caperton.

by M. H. Erskine, attorney in fact.



A. M. Erskine, administrator
of the estate of John P. Erskine,
deceased.

to

Ellison & Dewees.

Administrators Deed.

Dated December 21st, 1874.

Filed December 28th, 1874.

Recorded in book M. pages 552, 553 and 554.
Acknowledgement taken before C. L. Arbuckle
Clerk of the District Court of Guadalupe
County, December 28th, 1874, .

In statutory form.

Consideration \$21,000.00, \$12,000 cash and
the balance of \$9,000 to be paid on the
1st day of January 1875.

W. H. Erskine

Description and remarks:-

Convey all the right and title of the said John P. Erskine, deceased, in and to the following tract of land situated in the Counties of Guadalupe and Gonzales, being a portion of survey of 6 leagues of land granted to Jose de La Baume, the portion herein conveyed being more particularly described as follows, beginning at a large stone set for the S. W. corner of the Jose de La Baume 6 leagues survey; thence with the West Line of said 6 leagues N. 8870 varas to a large stone on the S. line of survey No. 13 granted to Green DeWitt from which a post oak 12 inches in diameter bears S. 85°W. 4 varas and a black jack 14 inches bears N. 45E. 7 varas; thence with the S. line of the Green DeWitt league East 875 varas to a stone set for the S. E. corner of said league from which a black jack 7 inches in diameter bears N. 7°E. 9-1/2 varas; thence with the East line of said league N. 4030 varas to the S. W. corner of a tract of 123 acres conveyed by Michael Erskine to J. M. Miller from which a post oak 10 inches bears S. 67-1/2°E. 12 varas and a post oak 15 inches bears N. 35°E. 11 varas thence with the S. line of said 123 acres E. 2280 varas to its S. E. corner from which a post oak 15 inches bears N. 5°W. 12 varas and a post oak 10 inches S. 73°E. 14-2/5 varas; thence S. 10-1/2°E. 13000 varas to a stake from which a hickory 8 inches in diameter bears N. 47°E. 1-3/5 varas and a black jack 12 inches bears N. 7-1/5 varas; thence S. 58°E. 1670 varas to a post oak 10 inches in diameter marked with a blaze on two sides and with 9 chops standing about 40 varas N. of the Cotton wood spring, thence S. 49-1/2°E across the spring branch and over marshy ground 424 varas to a stake standing about 12 varas N. of a natural mound from which a live oak 24 inches in diameter bears N. 39-1/2°E. 65-1/2 varas; thence N. 32°E. at 700 varas crossing spring branch 1100 varas enter prairie 3150 varas to timber on river, 3800 varas to a stake on the S. bank of the Guadalupe River from which a hackberry 8 inches bears N. 22-1/2°W. 2-2/5 varas and a sycamore 14 varas N. 32°W. 3-1/5 varas; thence down the river with its meanders to the upper corner of a tract of 891-1/2 acres decreed to the heirs of Michael Erskine and Agnes D. Erskine, by the District Court of Comal County, at its regular May Term, 1874, in the suit of Donegan vs. J. P. Erskine, et. als. from said corner a box elder bears N. 60°W. 5 varas and a box elder bears N. 48°E. 6 varas; thence with the West line of said survey of 891-1/2 acres S. 12478 varas to the S. W. corner of said survey, a stake on the S. boundary line of said 6 leagues from which a post oak marked thus X bears N. 57°E. 9 varas and a post oak 10 inches marked with three chops S. 71°E. 25 varas ((for more particular description of the last 2 corners and the last course reference is hereby made to a plat of the aforesaid 891-1/2 acres made by J. P. Hector and filed in the above named suit)).; thence with the S. line of the 6 leagues W. 8114 varas to the beginning, containing 17,700 acres more or less.

Further remark. Report of sale and order of confirmation attached to the deed.

A. M. Erskine, administrator of the
Estate of John P. Erskine, deceased.

Eleanor P. Anderson, and
Agnes A. Erskine .
to
M. H. Erskine.

Warranty Deed.
Dated March 20th, 1875.
Filed June 16th, 1876.
Acknowledged before C.L. Arbuckle, C.C.G.C.
June 16th, 1876, upon the affidavit of
J. Mason Miller, Jr. who signed the
deed together with Bettie K. Miller, as
subscribing witnesses.
In statutory form.

Consideration \$98.10 each and a promissory
note for the sum of \$100.00 each, due
March 20th, 1876, with 10% interest.

Description and remarks:

Conveys " our entire interest in and to 891-1/2
acres of land situated in the Counties of Guadalupe and Gonzales, a portion
of a 6 league survey granted to Jose de La Baume, being that portion of
said 6 leagues which was set apart to the heirs of Michael Erskine and
Agnes D. Erskine by decree of the District Court of Comal County at its
June Term 1874 in the suit styled James J. Donegan, vs John P. Erskine, et
al. each of us hereby conveying the undivided 1/9 interest in said 891-1/2
acres, which tract is described as follows: beginning on the Guadalupe
river about 3/4 mile by the meanders of the river mouth of the tail race
of the old mill, from which, etc. --- thence S. 12473 varas to a stake on
the S. line of said 6 leagues from which etc., - - - - - thence E. 424 varas
to the division line of said 891-1/2 acres and the tract of 1324 acres
decreed to J.J. Donegan; thence with said line N. about 11400 varas to
the Guadalupe River to the mouth of said mill race; thence up said river
with its meanders to the place of beginning."

Eleanor P. Anderson.

Agnes A. Erskine.



A. M. Erskine, Administrator of the
Estate of John P. Erskine, deceased.
to
M. H. Erskine.

Administrators Deed.
Dated February 3rd, 1876 .
Filed for record February 3rd, 1876.
Recorded in book N. page 511.
In office of the County Clerk of
Guadalupe County, Texas.
Acknowledgement taken before C.L.
Arbuckle, Clerk District Court of
Guadalupe County, February 3rd, 1876.
In statutory form.
Consideration \$990.53.

Description and remarks:-

Conveys, " An undivided $4/9$ interest in $891-1/2$ acres of land situated in the Counties of Guadalupe and Gonzales, a portion of a six league survey granted to Jose de La Baume, which was set apart to the heirs of Michael Erskine, and Agnes D. Erskine, by a decree of the District Court of Comal County at the June term 1874 in the suit styled James J. Donegan vs. John P. Erskine, et. al. the said $891-1/2$ acres being contained by the following metes and bounds: beginning on the Guadalupe river about $3/4$ of a mile above the mouth of the old mill race from which, etc.; --- thence S. 12478 varas to a stake on the South line of said six leagues, from which, etc.; thence E. with the S. line of said La Baume survey 424 varas to the division line between said $891-1/2$ acres and a tract of 1324 acres apportioned to James J. Donegan in the aforesaid decree of the District Court of Comal County, thence with said division line N. about 11400 varas to the Guadalupe river at the mouth of said Mill race thence up the river with its meanders to the beginning."

A. M. Erskine, administrator of the Estate
of John P. Erskine, deceased.



J. M. Miller, Sr.,
M. J. Miller,
W. H. Burges,
Agnes A. Burges,
Eleanor P. Anderson,
M. H. Erskine,
A. M. Erskine,
C. H. Ehringhaus by
A. M. Erskine, attorney in fact.

to

James F. Ellison, and

John O. Dewees.

Warranty Deed.

Dated December 15th, 1876,

Filed January 1st, 1878.

Recorded in book O. pages 607 and 608.

In office of County Clerk of Guadalupe County, Texas.

Acknowledgement before C. L. Arbuckle, C. C. G. C. on December 22nd, 1876. Ack. of J. M. Miller, Sr., W. H. Burges, in statutory form; acknowledgement relating to M. J. Miller wife of J. M. Miller, Sr., and Agnes A. Burges, wife of W. H. Burges, fails to state that the parties were known to the officer taking the acknowledgement and in this respect is not in compliance with the statute; ack. of Eleanor P. Anderson, M. H. Erskine and A. M. Erskine in statutory form; ack. of A. M. Erskine attorney for C. H. Ehringhaus in statutory form with additional fancy touch.

Consideration \$822.80 cash and a promissory note for \$510.53 executed by ~~James F.~~ Ellison and Dewees, dated Dec. 15th, 1876, and payable 12 months after date with interest from date at the rate of 12% per annum.

Description and remarks.-

Conveys "133-1/3 acres of the Jose de I. a Baume 6 league survey in Guadalupe County, Texas, the same being an undivided 2/3 interest in the homestead set apart to the heirs of Michael Erskine and Agnes D. Erskine, said homestead forming the apportion of a survey of 1636 acres described in a deed from A. M. Erskine administrator of the estate of John P. Erskine, deceased, to the said Ellison and Dewees of even date of this instrument, reserving however the graveyard situated on the homestead tract, as defined by the present limits for a place of sepulture for the immediate relatives and descendants of the grantors with the privilege of keeping it enclosed".

Further remark:-

Vendors Lien is retained to secure the deferred payment of purchase money.

Further remark:-

On the margin of the deed record book "O" page 607 is written the following, "Se guin, Texas, January 15th, 1878.

received payment of the within recited note and interest to date balance in full.

Signed A. M. Erskine



J. M. Miller, Sr.,
M. J. Miller,
W. H. Burges,
Agnes A. Burges,
Eleanor P. Anderson,
M. H. Erskine,
A. M. Erskine,
C. H. Ehringhaus, by A. M. Erskine, attorney in fact.

for p/a and p/w

John P. Erskine, administrator,
of the estate of
John P. Erskine, deceased.

to

James F. Ellison, and

John O. Dewees.

ALSO.

Henry Maney,
Mary Maney,
J. M. Miller, Sr.,
M. J. Miller,
W. H. Burges,
Agnes A. Burges,
J. H. Erskine,
B. H. Erskine,
W. E. Erskine,
J. F. Erskine,
J. H. Erskine, attorney in fact
for Eleanor P. Anderson,
A. M. Erskine,
A. T. Erskine,
Igg Erskine,
Robert T. Erskine,
M. H. Erskine,
C. H. Ehringhaus, by A. M. Erskine,
attorney in fact.

to

James F. Ellison, and

John O. Dewees.

Administrator's Deed.

Dated December _____, 1876.

Filed for record January 1st, 1878.

Recorded in book 609, 610, 611 and 612 p.

Acknowledged on the 22nd day of December
1876, before C. L. Arbuckle and on the
13th, day of Dec. 1876, and on the 2nd
day of Dec. 1876. Ack. of A. M. Erskine,
administrator in statutory form. Ack.

of Henry Maney in statutory form; Ack.
of Mrs. Mary M. Maney wife of H. Maney

fails to state that she was known to the
officer, but in other respects is in sta-
tutory form; acknowledgement of J. M.
Miller, Sr., and W. H. Burges in statutory
form; acknowledgment of Mrs. M. J. Miller

wife of J. M. Miller, Sr., and Agnes A. Bur-
ges fails to state that they were known
to the officer, the acknowledgement in
other respects is in statutory form; the

acknowledgement of J. H. Erskine, for himself
and as attorney in fact for B. H. Erskine,
W. E. Erskine and J. F. Erskine, and

Eleanor P. Anderson, M. H. Erskine, and A.
M. Erskine for himself and attorney in
fact for C. H. Ehringhaus is made by J.

Mason Miller, Jr., a subscribing witness,
but the certificate fails to show that
J. M. Miller, Jr., the said subscribing

witness was known to the officer and the
acknowledgement in other respects is very
ambiguous. The acknowledgement of A. T.

Erskine, Igg Erskine and Robert T. Erskine
is made by the oath of Arthur Muncy and is
in statutory form.

Consideration \$11,666.66, \$7,177.20 in
cash and the balance of \$4,489.46 payable
on the 15th day of December 1877 with inte-
rest from Dec. 15th, 1877, at the rate of
12% per annum.

Description and remarks:-

Conveys, "all the right and title of the said John
P. Erskine, deceased, in and to the following parcel of land, situated in the
County of Guadalupe and State of Texas, being 1502-2/3 acres, more or less,
of the Jose de la Baume 6 league survey, reserved in a former sale to
Ellison and Dewees, excepting 133-1/3 acres belonging to the heirs of Michael
Erskine and Agnes D. Erskine. Said 1636 acres are set forth in the follow-
ing metes and bounds, beginning at the N. E. corner of a tract of 443 acres
conveyed by Michael Erskine to J. M. Miller, from which a live oak 24 inches
bears S. 66-1/2° E. 25 varas and a live oak 10 inches N. 32-1/2° W. 18 varas
thence S. 15° W. 2280 varas to the S. E. corner of said tract, from which a post
oak 4 inches bears N. 73° E. 14-2/5 varas and a post oak 15 inches N. 5° W. 12 va-
ras; thence S. 10-1/2° E. 1300 varas to a stake from which a hickory 8
inches bears N. 47° E. 1-3/5 varas and a black jack 12 inches W. 7-4/5 varas;
thence S. 58° E. 1670 varas to a post oak 10 inches in diameter standing near
the cotton wood spring marked with 9 chops; thence S. 49-1/2° E. 424 varas
across a marsh to a stake from which a live oak 24 inches in diameter bears
N. 1/2° E. 65-1/2 varas; thence N. 32° E. 3800 varas to a stake on the bank
of the Guadalupe river from which a hackberry 8 inches bears N. 22-1/2° W. 2-2/5
varas and a sycamore 14 inches in diameter bears N. 52° W. 3-3/4 varas;
thence up the river with its meanders to the beginning, reserving, however,
the land that is embraced in the limits of the present graveyard, for a place
of sepulture for the immediate relatives of the said John P. Erskine, with
the privilege of keeping the same enclosed."

Further remark:-

The Vendors Lien is reserved against the aforesaid 1502-2/3 acres of ~~###~~ land for the purchase money.

Further remarks

On the margin of book O. page 609 is contained the following "Seguin, Texas, January 1st, 1878. Received balance in full of the purchase money on the within signed ~~###~~ debt".

(Signed) A. M. Erskine, administrator of the estate of John P. Erskine, deceased.

Further remarks:-

The grantors Henry Maney and others signed and executed the following attached to the foregoing deed "we Henry Maney and Mary M. Maney, J. M. Miller and Margeret J. Miller, W. H. Burgess and Agnes A. Burges, C. H. Ehringhaus, E. P. Anderson, M. H. Erskine, A. M. Erskine, B. H. Erskine, J. H. Erskine, J. F. Erskine, Robert E. Erskine, W. E. Erskine, Igg E. Erskine and Ann T. Erskine, heirs at law of John P. Erskine, deceased, hereby ratify and confirm the above sale for 1502-2/3 acres of the Jode de La Baume survey unto the said Dewees and Ellison, granting and relinquishing our right, title and interest in said land unto the said Dewees and Ellison forever."



H. Erskine
to
M. Erskine.

Deed of Trust.
Dated November 8th, 1877.
Filed November 23rd, 1877.
Recorded in Mortgage Book C. pp. 230 & 231.
In office of County Clerk of Guadalupe
County, Texas.
Acknowledgement taken before C. L. Arbuckle,
C. C. G. C. on Nov. 10th, 1877.
In statutory form.

Description and remarks:-

Conveys " All of my right, title and interest
and to a certain parcel of land situated in the Counties of Guadalupe
and Gonzales, Texas, on the Jose de La Baume, six league survey, the same
containing an undivided interest of 412-3/10 acres, a part of a survey of 891-1/2
acres of said 6 leagues survey, which was set apart to the heirs of Michael
Agnes D. Erskine by a decree of the District Court of Comal County, Texas
in a cause styled J. J. Donegan vs. J. P. Erskine, et. al."
Deed of trust given to secure J. R. Jefferson, Jr., in the sum of \$662.40
payable January 1st, 1879. On the marginal page is the following:
Payment in full of the amount named in this deed of trust is hereby acknow-
ledged and the mortgage is hereby released.

Witness my hand this 9th day of January 1878.

John R. Jefferson, Jr.,
A. M. Erskine, Trustee".

M. H. Erskine.



John O. Dewees.

to

W. Pierce.

Warranty Deed.

Dated January 14th, 1878.

Filed for record January 15th, 1878.

Recorded in book # "O" pages 636 & 637.

In office of County Clerk of Guadalupe County, Texas.

Acknowledged before George W. Caldwell Notary Public of Bexar County, Texas on January 14th, 1878.

In statutory form.

Consideration \$29,000.00 to be paid as follows; \$4500.00 to be paid on the 1st of April, 1878; \$4000 to be paid on the 1st of July, 1878; \$6500 to be paid July 1st, 1879; \$7000 to be paid July 1st, 1880, and \$7000 to be paid 1st of July 1881, by Thomas W. Pierce, evidenced by money notes bearing interest at 7% until paid.

Description and remarks:-

Conveys " an undivided one-half interest in and to the tract of land situated in Guadalupe and Gonzales Counties on the Guadalupe River and known as the Jose de La Baume 6 leagues. The interest hereby conveyed being one-half of 19136 acres, more or less, and is a one-half interest in the portions mentioned and particularly described in the following named deeds which are herewith referred to and the same are made part and parcel of this conveyance, both as to metes and bounds and more fully described, viz: a deed from M. J. Miller, Sr., W. H. Burges, Agnes Burges, Eleanor P. Anderson, M. H. Erskine, A. M. Erskine, and C. H. Springhaus by her attorney in fact A. M. Erskine, on the 15th day of December 1876; also a deed from A. M. Erskine, administrator of the estate of John Erskine, deceased, December 26th, 1874; also a deed from A. M. Erskine, administrator of the estate of John P. Erskine, deceased, December 1876, the last named deed is also signed by Henry Maney, Mary M. Maney, J. M. Miller, Sr., M. J. Miller, W. H. Burges, Agnes A. Burges, J. H. Erskine, B. H. Erskine, W. C. Erskine, J. F. Erskine by J. H. Erskine, Eleanor P. Anderson, M. H. Erskine, Igg Erskine, Robert T. Erskine, M. H. Erskine, and C. H. Springhaus by her attorney in fact A. M. Erskine; and another deed from F. Ellison to Vendor, dated the 8th day of January 1878, one of said deeds is recorded in deed book O. of Guadalupe County on pages 607, 608, 609; another in same book on pages 609, 610, 611, and 612; another in book M. on pages 552, 553, 554, and 555 and the other in deed book O. pages 618 and 619."

Further remarks. A Vendors Lien is retained to secure the purchase money.

John O. Dewees.



John O. Dewees.
to
George F. Stone.

Warranty Deed.

Dated February 26th, 1878.
Filed for record February 27th, 1878.
Recorded in book P. page 82.
In office of County Clerk of Guadalupe,
County, Texas.
Acknowledgement taken before George H.
Caldwell, Notary Public, Bexar County,
Texas, on the 26th day of February, 1878.
In statutory form.
Consideration \$15,000 cash paid and the
following consideration of two promissory
notes each of the sum of \$5500 of even date
herewith, one payable one year from date
and the other two years from date, both
bearing interest at the rate of 7% per
annum until paid.

Description and remarks:-

Conveys "my remaining undivided 1/2 interest in
and to the tract of land situated in Guadalupe and Gonzales Counties on the
Guadalupe River and known as the Jose de la Baume 6 leagues, the interest
hereby conveyed being onehalf of 19136 acres, more or less, and is the
remaining onehalf interest in the portion mentioned and particularly des-
cribed in the following named deeds which are herewith referred to and the
same are made a part and parcel of this conveyance. Both as to metes and
bounds and more full description, viz: a deed from J. M. Miller, Sr.,
M. J. Miller, W. H. Burges, Agnes A. Burges, Eleanor P. Anderson, M. H.
Erskine, A. M. Erskine, and C. H. Ehringhaus by her attorney A. M. Erskine
on the 15th day of December 1876; also a deed from A. M. Erskine, adminis-
trator of the estate of J. P. Erskine deceased, dated 28th day of December
1874; also a deed from A. M. Erskine administrator of the estate of
John P. Erskine, deceased, dated December 1876 the last named deed is
also signed by Henry Maney, Mary M. Maney, J. M. Miller, Sr., M. J. Miller,
W. H. Burges, Agnes A. Burges, J. H. Erskine, B. H. Erskine, W. E. Erskine,
J. F. Erskine, H. Erskine, Eleanor P. Anderson, A. M. Erskine, Igg Erskine
Robert T. Erskine, M. H. Erskine, and C. H. Ehringhaus by her attorney
A. M. Erskine and another deed from J. F. Ellison to Vendor, dated 8th day
of January, 1878, one of said deeds is recorded in deed book O. of Guadalupe
County, pages 607, 608 and 609; another in the same book on pages 609, 610
611 and 612; another in book M. pages 552, 553, 554 and 555 and the other
in deed book O. on pages 618 and 619."

John O. Dewees.



Catherine H. Ehringhaus,

to

A. M. Erskine.

Power of Attorney.

Dated December 7th, 1876.

Filed for record March 16th, 1878.

Recorded in book P. page 109. ## ##

In the office of County Clerk of Guadalupe County, Texas.

Acknowledged before Miles Commander, clerk of the Superior Court and Ex Officio

Judge of Probate for Pasquotank, N.C.

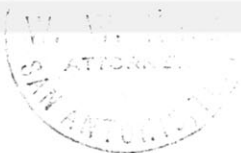
On December 28th, 1876.

In statutory form.

Description and remarks:-

Conveys the following power" to be my sufficient and lawful attorney for me and in my name to bargain, sell, grant, release and convey to subhperson or persons and for such sum or sums of money and for such onsideration or considerations at to my said attorney shall seem most to my advantage and profit, all my right, title and interest in and to any and all tracts or parcels of land, situated and lying in the State of Texas, to which I may be entitled as heir at law and next of kin of Michael M. Erskine and Agnes D. Erskine, deceased, or to which I may be entitled at law and as next of kin of J. P. Erskine, deceased, and upon such sale or sales, perfect and proper deeds, as to my said attorney may seem expedient in due form of law as my deed or deeds to make, sell, deliver, and acknowledge and for me and in my name to accept and receive all and every the sum or sums of money or other considerations or considerations whatsoever which shall be coming to me on account of the said sale or sales and upon the receipt thereof suitable ~~by virtue of~~ acquittance or acquittances in my name and stead to make, seal and deliver and generally giving to my said attorney full power and authority touching the premises to do execute, proceed and finish in all things in as ample a manner as I might do if personally present, hereby ratifying and confirming all lawful acts done by said attorney by virtue hereof".

Catherine H. Ehringhaus.



James F. Ellison

to

John O. Dewees.

Warranty Deed.

Dated January 7th, 1878.

Filed for record January 9th, 1878.

Recorded in book O. page 618 and 619.

In office of County Clerk of Guadalupe County Texas.

Acknowledged before C. L. Arbuckle, C. C. of G. C. on January 8th, 1878, upon the oath of Thomas D. Johnston and C. C. Brown being subscribing witnesses, but the certificate of acknowledgement fails to state that the said Thoas. D. Johnston upon whose oath the acknowledgement is made was known to him and in this particular is defective.

Consideration \$18,000.00 cash in hand paid

Description and remarks:-

Conveys " all my right, title and interest in and to the tract of land situated in Guadalupe and Gonzales Counties on the Guadalupe River and known as the La Baume 6 leagues. The part and portion herein conveyed is all my undivided interest in and to the portions mentioned and particularly described in the deeds as follows: deed from J. M. Miller, Sr., M. J. Miller, W. H. Burges, Agnes A. Burges, Eleanor P. Anderson M. H. Erskine, A. M. Erskine and C. Ehringhaus by her attorney A. M. Erskine, on the 15th day of December 1876; also a deed from A. M. Erskine, administrator of the estate of John P. Erskine, deceased, dated Dec. 26th, 1874 and one other from A. M. Erskine administrator of the estate of John P. Erskine, deceased, dated Dec. 1876. The last named deed is also about #. #. ~~Erskine and others~~ H. Maney and others. One of said deeds is recorded in book O. on pages 607 and 608 and 609, and another in same book on pages 609, 610, 611 and 612 and the other in book M. on pages 552, 553 554 and 555 and all here referred to and made parts of this conveyance.

James F. Ellison.

to

Special Warranty Deed:

Dated August 23rd, 1878.

Filed for record September 10th, 1878.

Recorded in book "P" p. 270.

In office of County Clerk of Guadalupe
County, Texas.

Acknowledged before C.L. Arbuckle, C.C.
of G.C. on the 10 th day of September 1878.

Upon the oath of Alexander Moore, a sub-
scribing witness together with H.B.Andrews

The certificate of acknowledgement fails

to state that Alex. Moore was known to the officer, in other respects in statutory form.

Consideration \$10,000.00 cash paid.

description and remarks:-

Conveys " a one-third of my undivided 1/2 interest in and to 19136 acres (more or less) of a certain tract or parcel of land lying and being situated in the Counties of Guadalupe and Gonzales, in the State of Texas, and being a portion of the Jose de La Baume 6 leagues and the same conveyed to me by John O. Dewees and bearing date February 26th, 1878, to which deed and to all other deeds and conveyances relating to said tract of land recorded in ~~### containing~~ the Counties of Guadalupe and Gonzales and in the archives of the General Land Office of the State of Texas reference is here made for a more particular, full and complete description of the same. The interest hereby conveyed to said Daniel Tyler is an undivided 1/3 of my interest or a 1/6 of the entire tract of 19136 acres".

George F. Stone.



Thomas W. Pierce

to

Daniel Tyler.

Special Warranty Deed.

Dated August 23rd, 1878.

Filed for record September 10th, 1878.

Recorded in book P. pages 271 and 272.

In office of County Clerk of Guadalupe County, Texas.

Acknowledgement taken before C.L. Arbuckle, on the 10th, of September, 1878, upon the oath of Alexander Moore, a subscribing witness together with H.B. Andrews. The certificate of acknowledgement fails to state that Alex. Moore the subscribing witness upon whose oath the acknowledgement was taken was known to the officer; In other respects it is in statutory form. Consideration \$10,000.

Description and remarks:-

Conveys" a onethird of an undivided onehalf interest in and to 19136 acres (more or less) of a certain tract or parcel of land lying and being situated in the Counties of Guadalupe and Gonzales in the State of Texas, being same or a portion thereof of the Jose de La Baume 6 leagues and the onehalf undivided interest in the same conveyed to me the said, Thomas W. Pierce, by John O. Dewees by deed bearing date Jan. 14th, 1878, to which deed and all other conveyances relating to said tract of land of record in the Counties of Guadalupe and Gonzales and in the General Land office of Texas, reference is here made for a more full description of said tract of land. The interest hereby conveyed is an undivided one- third or one-sixth of the entire tract of 19136 acres".

Thomas W. Pierce.



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M. H. Erskine

to

W. E. Goodrich

Warranty Deed.

Dated December 20th, 1879.

Filed, August 26th, 1882.

Recorded in Book T. pp. 133 and 134.

In office of County Cler of Guadalupe
County, Texas.

Acknowledgement taken before A.M. Erskine,
Notary Public, Dec. 30th, 1879.

In statutory form.

Consideration \$904.00 cash paid.

Description and remarks:-

Conveys " an undivided interest of 476-8/27 acres
in a certain parcel of land situated in Guadalupe and Gonzales Counties,
Texas, on the Jose de La Baume 6 league grant, the same being my entire
interest in a tract of 756-1/2 acres the northern portion of a tract of
891-1/2 acres which was set apart to the heirs of Michael Erskine and Agnes
D. Erskine by the District Court of Comal County in suit styled James J.
Donegan vs. John P. Erskine, et. al. which said 756-1/2 acres were owned by
me in conjunction with A. M. Erskine, having an undivided interest of 280-~~2~~
-2/10 acres ".

M. H. Erskine.



W. E. Goodrich, and
A. M. Erskine.

to

George F. Stone.

Warranty Deed.

Dated May 18th, 1881.

Filed for record May 30th, 1881.

Recorded in book S. on pages 68 and 69 & 70.

In office of County Clerk of Guadalupe
County, Texas.

/ Acknowledgement taken before C. L. Arbuckle,
On May 19th, 1881.

In statutory form.

Consideration \$2100, cash paid.

Description and remarks:-

Conveys "all that certain tract or parcel of land situated in the Counties of Guadalupe and Gonzales on the Jose de la Baume survey, the same being a part of 891 1/2 acres of said grant set apart to the heirs of Michael Erskine and Agnes D. Erskine by a decree of the District Court of Comal County at the June term 1874 in a cause styled James J. Donegan vs. John P. Erskine, et. al. The Part herein conveyed is 756 1/2 acres, more or less, being all of said 891 1/2 acres excepting 135 acres conveyed to Wm. Lott by M. H. Erskine and A. M. Erskine, beginning on the Guadalupe river about 3/4 mile by the meanders of the river above the tailrace of the old mill from which point a box elder 10 inches bears N. 60° W. 5 varas and a box elder bears N. 48° E. 6 varas this being the lower corner of 19336 acres sold to Ellison and Dewees; thence S. 10967 varas to the N. W. corner of the 135 acres conveyed to Wm. Lott from which a black jack 14 inches bears S. 31 1/2° E. 10 1/2 varas to a post oak bears N. 37° E. 11 varas; thence East with said 135 acres 424 8/10 varas to the division line between said 891 1/2 acres and a tract of 1324 acres deeded to James J. Donegan; thence with said line N. to the Guadalupe River to the mouth of said tail race; thence up the river with its meanders to the place of beginning".

W. E. Goodrich,

A. M. Erskine.



7026 has not affected by this deed

John O. Dewees
to
Thomas W. Pierce.

Release of Vendors Lien.
Dated July 14th, 1881.
Filed for record July 14th, 1881.
Recorded in book S. on pages 138 and 139.
In office of County Clerk of Guadalupe
County, Texas.
Acknowledgement taken before John J.
Stevens, Notary Public for Bexar Co. Tex.
On July 14th, 1881.
In statutory form. promissory
Consideration. Payment of the following
notes, one for the sum of \$4500 due April
1st, 1878, one for \$4050 due July 1st, 1878
one for \$6500 due July 1st, 1879, one for
\$7000 due July 1st, 1880, one for \$7000
due July 1st, 1881, bearing interest at 7%
per annum.

Description and remarks:-

Releases the Vendor's Lien retained in a deed
executed by said Dewees on January 14th, 1878, to Thomas W. Pierce which
deed is recorded in book # "O" pages 636 and 637 of the deed records of
Guadalupe County, against the following described land, to wit: "all the
tract or parcel of land lying and being situated in the Counties of Guada-
lupe and Gonzales on the Guadalupe River and known as the Jose de la Bau me
leagues. The interest hereby conveyed being 1/2 of 19136 acres, more or
less, and is 1/2 interest in the portions mentioned and particularly descri-
bed in the following named deeds which are herewith referred to and the
same are made a part and parcel of this conveyance, both as to metes and
bounds and more fully described, viz: a deed from J. M. Miller, Sr., M.J.
Miller, W. H. Burges and Agnes A. Burges, E. P. Anderson, M. H. Erskine,
J. M. Erskine, C.H. Ehringhaus, by her attorney A.M. Erskine on the 15th day
of December 1876; also a deed from A.M. Erskine, administrator of the
estate of John P. Erskine, dated 26th day of December 1874, also a deed
from A. M. Erskine, administrator of the estate of John P. Erskine, dated
Dec. 1876, the last named deed is also signed by Henry Maney, Mary
J. Maney, J. M. Miller, Sr., M.J. Miller, W. H. Burges, Agnes A. Burges,
J.H. Erskine, B.H. Erskine, W.E. Erskine, J.F. Erskine by J.H. Erskine, Eleanor
J. Anderson, A. M. Erskine/ Igg Erskine, Robert T. Erskine, M. H. Erskine
and C. H. Ehringhaus by her attorney A.M. Erskine; and another deed from
J.F. Ellison to Vendor, dated 8th day of Jan. 1878, one of said deeds is re-
corded in deed book O. of Guadalupe County on pages 607 to 609; and another
in same book on pages 609 to 612; and another in book M pages 552 to 555 and
the other in deed book O. pages 618 and 619."

John O. Dewees.



Thomas W. Pierce

to

Henry B. Andrews.

Power of Attorney.

Dated May 21st, 1882.

Filed for record November 20th, 1882.

Recorded in book "T" pages 257 and 258.

In office of County Clerk of Guadalupe County, Texas.

Acknowledgement taken before John J. Stevens, Notary Public, Bexar County, Texas.

May 21st, 1882.

In statutory form.

Description and remarks:-

Gives the following power " my true and lawful attorney in fact, for me and in my name, place and stead, to sell or otherwise dispose of any real estate or other property owned by me in the State of Texas and to make and execute for me and in my name any deed or other instruments necessary for the conveyance of the same with full covenants of warranty to demand, receive and receipt for me and in my name for any monies that is now or may hereafter become due me; also to use all due means, force and process of law for the full effectual and complete execution of the business aforescribed and in my name to make and execute deed of mortgage and discharge and for the ~~payment~~ premises to appear and me represent before any of the Courts of this State and there in my name and behalf to sue, answer, defend or reply to any and all actions, causes, matters and things whatsoever, relating to the premises. Also to submit any matter in dispute affecting the premises to arbitration or otherwise and generally to say, do, act, transact, determine, accomplish and finish all matters and things whatsoever relating to the premises, has fully, amply and effectually to all intents and purposes as I the said Thomas W. Pierce the constituent if present ought or might personally, although the matter should require more special authority than is herein comprised. I, Thomas W. Pierce the said constituent ratifying, allowing and holding firm and valid whatsoever my said attorney shall lawfully do or cause to be done in and about the premises by virtue of these presents".

Thomas W. Pierce.



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Daniel Tyler
to
Alexander Moore.

Power of Attorney.

Dated August 15th, 1882.

Filed for Record November 20th, 1882.

Recorded in book "T" pages 258 and 259.

In the office of County Clerk Guadalupe
County, Texas.

Acknowledgement taken before Sargeant
P. Steavens, Consulate general of the
U. S. of America at Montreal, Canada.
In statutory form.

Description and remarks:-

This power of attorney sets out that whereas
Thomas W. Pierce, George F. Stone and the Grantor, Daniel Tyler, are the
equal owners of a body of land of 20,000 acres, more or less, and of stock
of cattle and houses and machinery, agricultural implements and crops, said
land being situated in the Counties of Guadalupe and Gonzales, State of
Texas, reference being had to the deed or deeds on record in said Counties
for a more particular description of said land, which said property is
known and registered as the Capote farm, and whereas said Pierce and Stone
have expressed and desired to terminate said joint ownership and have appoint
ed Henry B. Andrews as their attorney with "full power to make such division
and by legal instrument to make such conveyance or conveyances as will perfect
and establish a just and equal division of the aforesaid property between
the said Pierce, Stone and Tyler". The power of attorney then proceeds
to name and appoint Alexander Moore of Guadalupe County, Texas, attorney in
fact as follows, "my true and lawful attorney in fact for me and in my place
and stead to arrange for and make said division and partition of said pro-
perty, and of such parts of the same as he may think proper and to settle
arrange and adjust all matters connected with the partnership in which I am
interested and for me and in my name, place and stead to make sell and exe-
cute all deeds, conveyances, receipts or other instruments which may be
necessary to perfect a full and final settlement of said partnership and
to all the acts for my said attorney in this behalf I concede as full force
and valid as if done by myself in person".

Daniel Tyler.



George F. Stone

to

H.B. Andrews.

Power of Attorney.

Dated May 27th, 1882.

Filed for record November 20th, 1883.

Recorded in book "T" page 259 to 260.

In office of County Clerk of Guadalupe County, Texas.

Acknowledgement before Lyett T. Adams,

U. S. Consulate Switzerland, Geneva.

In statutory form.

Description and remarks:-

This power of attorney gives to H.B. Andrews the following power." For me and in my name, place and stead, the full power to sell assign, transfer and make over my interest of every description in and to the Capote farm, situated in Guadalupe County, Texas, about 11 miles from Kingsbury, Guadalupe County, Texas, my interest in said Capote farm stock, implements and improvements is one undivided third. The other 2/3 being owned on the basis of one undivided third each by Thomas W. Pierce and Gen. Daniel Tyler. H. B. Andrews is also and hereby authorized to represent me in the management and direction of said Capote farm as though I were personally present. This power of authorization is to remain in force until countermanded by letter from me to said H.B. Andrews, and at the same time I do hereby agree to inform my co-partners in said property whenever said power of authorization is withdrawn."



George F. Stone, and
Thomas W. Pierce by their attorney
in fact, H. B. Andrews.
to
Daniel Tyler.

Warranty Deed.
Dated November 4th, 1882.
Filed for record November 20th, 1882.
Recorded in book "T" pages 260 and 261.
In office of County Clerk of Guadalupe
County, Texas.
Acknowledgement taken by John J. Stevens
Notary Public, Bexar Co. Tex. Nov. 4th, 1882.
In statutory form.
Consideration. \$5.00 cash and other lands
this date deeded to us by Daniel Tyler.

Description and remarks:-

Conveys " 5900 of the Jose de La Baume 6 league grant situated in the Counties of Guadalupe and Gonzales and being subdivision No.2 of the ~~sub~~ division of the Capote farm made by John Dewees and A. M. Erskine, beginning at the Guadalupe River at the N. E. corner of the purchase of 756-1/2 acres the same being the mouth of the tail race of the old mill; thence S. 5685 varas to the N.E. corner to subdivision No.1 from which a post oak 16 inches bears S.61°W. 8-1/2 varas and a post oak 13 inches bears S.17-1/2 °W. 11-7/10 ; thence W. with the N. boundary of said subdivision N.1° 7417 varas to a stake for the S.W. corner this survey from which a black jack 10 inches bears S.45°E. 4-1/2 varas and a post oak 8 inches in diameter bears N.37°W. 11-1/5 varas; thence N.42-1/4°E. 6532 varas to a stake on ~~the~~ S. side of the Leesville road from which a post oak 13 inches bears N.35°E. 9-3/5 varas and a forked post oak 20 inches bears S.E. 22-2/5 varas; thence N.15°E. 833 varas to Spring branch 3349 varas to the Guadalupe river to a stake set on the bank from which a hawberry 6 inches in diameter bears S.4°W. 5-1/5 varas and an elm 16 inches in diameter bears S.15°W. 10 varas; thence down the river with its meanders to the place of beginngng".

George F. Stone, and Thomas W. Pierce, by
their attorney in fact H.B. Andrews.



750/6532 8 7/10
6000
532

Daniel W. Tyler, by
Alexander Moore, attorney in fact.
to
Thomas W. Pierce, and
George F. Stone.

Warranty Deed.
Dated November 4th, 1882.
Filed for record November 20th, 1882.
Recorded in book "T" pages 262-3--264.
In office of County Clerk of Guadalupe
County, Texas.
Acknowledgement taken by J. J. Stevens,
Notary Public, Bexar Co. Tex. Nov. 4th, 1882.
In statutory form.
Consideration \$5.00 and other lands this
day deed by Thomas W. Pierce and George
F. Stone.

Description and remarks.--

Conveys " subdivision of Nos 1 and 3 of a division
of a tract of land known as the Capote farm made by John Dwees and AM. Erskine
same being a portion of the Jose de La Baume 6 league grant, subdivision
No. 1 containing 8236-1/2 acres, subdivision No. 3 containing 5880 acres .".

Daniel W. Tyler, by Alexander Moore,
attorney in fact.

Field Notes of the Subdivision,
the Capote Farm of the
Jose de La Baume Grant.

Plat.

Filed for record November 20th, 1882.
Recorded in book T. pages 253-4-5 and 26.
In office of County Clerk of Guadalupe
County, Texas.
Acknowledgement before C.L. Arbuckle,
C.C. of G.C. by A.M. Erskine, Surveyor, on
November 20th, 1882.
In statutory form.

Description and remarks:-

"Fields notes of the subdivisions made in the par-
tition of the 19892 acres of land on the Jose de La Baume 6 league grant
situated in the Counties of Guadalupe and Gonzales, in the State of Texas,
known as the Capote farm. Subdivision No.1 allotted to Thomas W. Pierce
and containing 8112 acres.

Subdivision No.3, containing 5880 acres allotted
to George F. Stone and subdivision No.2 containing 5900 acres allotted
to Daniel Tyler, the description by metes and bounds as follows: beginning
at the Guadalupe river at the N. E. corner of the purchase of 756-1/2 acres
the same being the mouth of the tail race of the old mill; thence S. 56° 85'
varas to the N. E. corner of # subdivision No.1 allotted to T.W. Pierce from
which a post oak 16 inches in diameter bears S. 61° W. 8-1/2 varas and a
post oak 13 inches in diameter bears S. 17-1/2° W. 11-7/10 varas; thence
with the N. boundary of said subdivision No.1, 7411 varas to a stake
at the S.W. corner of the survey from which a black jack 10 inches bears
45° E. 4-1/5 varas and a post oak 8 inches in diameter bears N. 37-1/2° W.
1-1/8 varas; thence N. 42-1/4° E. 6532 varas to a stake on the South side
the Leesville road from which a post oak 13 inches in diameter bears
35° E. 9-3/5 varas and a forked post oak 20 inches in diameter bears
E. 22-2/5 varas; thence N. 15° E. 833 varas to a spring branch 3349 to
the Guadalupe River, a stake set on the bank from which a hackberry
inches in diameter bears S. 4° W. 5-1/5 varas and an elm 16 inches in diam-
eter bears S. 15° W. 10 varas; thence down the river with its meanders to
place of beginning."

750/5685(7)
5250
4350

750/8860(11)
7500
1360
16

No. 868. Estate of Daniel Tyler,
deceased.

Last Will of Daniel Tyler, deceased.
Dated April 22nd, 1886.
Recorded in Probate Minute Book D
pages 352 and to 356.
In office of County Clerk of
Guadalupe County, Texas.

Description and remarks:-

This is a copy of the last will and testament of Daniel Tyler, deceased, and it seems to have by some means been probated in Guadalupe County and by the learned Judge thereof ordered recorded in the Probate minutes.



Prob. 888. Estate of Daniel Tyler,
deceased.

Probate Transcript of the last
Will of Daniel Tyler, deceased.
Dated December 1882.
Filed January 16th, 1886.
Recorded in Probate Record Book G.
pp. 312 to 322.
In office of County Clerk of
Guadalupe County, Texas.

Description and remarks:-

Item "A"

The last will of Daniel Tyler gives all his property of every name
or nature, both real and personal and wheresoever situated to his executors
and Trustees upon the conditions hereinafter stated.

Item B. Requires executors to invest and keep invested said property and
income for the space of 2 years from the date of his death, except as to
advances made to his children. Said executors and trustees are empowered
at their discretion to sell and convey from time to time any portion of
the testators property and reinvest the proceeds.

Item C. At the expiration of 2 years said executors and trustees are
required to divide the estate into 5 equal shares, one of which is required
to be conveyed and paid over to Alfred L. Tyler or to his heirs absolutely
another share they shall at once convey and pay over to Edmund L. Tyler
or to his heirs absolutely, another to Augustus C. Tyler or to his heirs
at once absolutely, another share to Mary L. Moore wife of Alexander Moore
or to his heirs absolutely.

Item D. The remaining share or 1/5 is required to be invested and kept
invested and the net interest paid semi-annually to his daughter Gertrude
Carow wife of Charles Carow during her natural life.

Item E. At the death of Gertrude E. Carow said share so invested is required
to be equally divided between the 2 children of Gertrude, viz, Edith K. Carow
and Emily Carow or to the survivor of them.

Item F.
Item G.
Item H.

Item I. This item recites the fact that certain monies were advanced to
Alexander Moore and his wife Mary L. Moore for the purchase and carrying
on of the Capote farm and the executors are required to charge to them the
profits after deducting the expenses, then proceeds in the following words
and I hereby direct my executors on the final settlement of my estate
to deliver to the said Mary L. Moore such deed or deeds conveying my interest
in the Capote farm as may be by them found among my books and papers in an
envelope addressed to them, but in case the said balance above mentioned
should exceed her one-fifth share of my estate as above divided to her then
in that event the said Mary L. Moore shall repay to my executors for the
benefit of my estate such excess.

Item J. Alfred L. Tyler, Edmund L. Tyler, Augustus C. Tyler and the sur-
vivors or survivor of them are made executors and trustees, giving them
power to sell and convey property and relieving them of bond."

This will and its probate had in New York are certified to as required
by our statute, but have not been recorded in the Register of deeds in
the same manner as deed and conveyances are required to be recorded".



Frederic L. Tyler
Edward L. Tyler
Augustus C. Tyler
Gertrude E. Carow, by
Edith K. Roosevelt, her attorney,
and also Edith K. Roosevelt,
Emily T. Carow, by
Edith K. Roosevelt, her attorney.
to
Mary L. Moore, wife of ,
Alexander Moore.

Deed.

Dated June 1st, 1887.

Filed for record September 28th, 1887.

Recorded in book "Y" on pages 399 and 401 and 402.

In office of County Clerk of Guadalupe County, Texas.

Acknowledgement of Augustus C. Tyler taken before Dudley Phelps, Notary Public of New York County, N. Y. and is in statutory form; dated June 30th, 1887. The acknowledgement of Alfred C. Tyler taken before F.M. Hight, Notary Public, Calhoun Co. Ala. on June 13th, 1887. in statutory form; and John P. Weaver, Clerk of the Circuit Court of Calhoun Co. certified that F. M. Hight is a Notary Public. Acknowledgement of Edward L. Tyler taken before M. C. Somiat, Commissioner of the State of Texas, residing in the Parish of Orleans State of La. on the 22nd day of June, in statutory form. The acknowledgement of Edith K. Roosevelt, in her individual capacity and as the attorney in fact for Gertrude E. Carow, and Emily T. Carow, was taken Wm. J. Young, Notary Public, Queens Co. N. Y. on June 30th, 1887, and is in statutory form, as is required in acknowledgements of married women, but her husband Theo. Roosevelt does not join in the deed of conveyance. The clerk of Queens Co. certifies that Wm. J. Young is a Notary Public, duly commissioned., etc.
Consideration \$1.00 paid.

Description and remarks:-

Conveys all the right, title and interest of the said grantors in and to subdivision No.2 of the Rapote farm made by John Weeves and A. M. Erskine, containing 5900 acres and being a portion of the Cose de la Banne 6 league grant and more particularly described as follows, to wit: beginning at the Guadalupe river at the N.E. corner of the purchase of 756-1/2 acres, the same being the mouth of the tail race of the old mill; thence S. 5685 varas to the N.E. corner of subdivision No.1 from which a post oak 16 inches bears S.61°W. 8-1/2 varas and a post oak 13 inches bears S.17-1/2°W. 11-7/10 varas; thence W. with the North boundary of said subdivision No.1 7417 varas to a stake for the S.W. corner of this survey from which a black jack 10 inches in diameter bears S.45°E. 4-1/5 varas and a post oak 8 inches bears N.37°W. 11-1/5 varas; thence N.42-1/4°E. 6532 varas to a stake on the S. side of the Leesville road from which a post oak 13 inches bears N.35°E. 9-3/5 varas and a forked post oak 20 inches in diameter bears S.E. 22-2/5 varas; thence N. 15°E. 833 varas to spring branch 3349 varas to the Guadalupe river a stake set on the bank from which a hackberry 5 inches bears S.4°W. 5-1/5 varas and an elm 16 inches bears S.15°W. 10 varas thence down the river with its meanders to the beginning".

Further remark:-

It will be observed that Mrs. Roosevelt acts as attorney in fact and attempts to convey without being joined by her husband who was living

Alfred L. Tyler, Edward L. Tyler,
Augustus C. Tyler, Gertrude E. Carow,
Edith K. Roosevelt, her attorney,
Edith K. Roosevelt, Emily T. Carow,
Edith K. Roosevelt.

Alfred L. Tyler,
Edmund L. Tyler,
Augustus C. Tyler, Executors
of the last will and Testament of
Daniel Tyler, deceased.
to
Mary L. Moore, wife of,
Alexander Moore.

Executors Deed.

Dated June 1st, 1887.

Filed for record September 28th, 1887.

Recorded in book "Y" pages 403-4-5-406.

In office of County Clerk Guadalupe
County, Texas.

Acknowledgement of Alfred L. Tyler, in
his individual capacity on June 13th, 1887,
before F. M. Hight, Notary Public of Cal-
houn County, Ala. whose official capacity
is certified to by John P. Weaver, Clk.
Circuit Court of Calhoun Co. and is in
Statutory form; and by Edmund L. Tyler
in his individual capacity before M.C.
Soniat, Commissioner of the State of Texas
residing in New Orleans, Parish of Orleans,
State of Louisiana on June 22nd, 1887;
and by Augustus C. Tyler in his capacity
as executor, before E. W. Knevals, Notary
Public for the County of New York State
of New York, June 30th, 1887, and is in
Statutory form.

Consideration \$18,000.00 lawful money of
the United States of America to them in
hand paid.

Description and remarks:-

Conveys the following "all that certain tract or
portion of land lying and being in the Counties of Guadalupe and Gonzales, in
the State of Texas, the same being subdivision No. 2 of a division of the
Apote farm made by John Dewees and A. M. Erskine, said subdivision contain-
ing 5900 acres, and being a portion of the Jose de La Baume 6 league grant;"
and follows the exact field notes as given in the field notes of subdivision
No. 2 heretofore set out and also set out in several other deeds of convey-
ances. See page ____ of this abstract.

Alfred L. Tyler,

Edmund L. Tyler,

Augustus C. Tyler, Executors of the ~~last~~ ~~will~~

last will and Testament of Daniel Tyler,
deceased.



Mary L. Moore, and
Alexander Moore.

to

Alfred L. Tyler, and ,

Edmund L. Tyler.

Deed of Trust.

Dated June 1st, 1887.

Filed for record September 23th, 1887.
Recorded in Mortgage Book "E" pages 329,
330, 331, and 332.

In office of County Clerk of Guadalupe
County, Texas.

Acknowledgement taken before Charles
Edgar Mills, Commissioner for Texas, re-
siding in the City of New York, on the
1st day of July, 1887.

In statutory form.

Consideration \$10,000 secured to be paid
by her certain bond or obligation bearing
even date with these presents, in a penal
sum of \$20,000, conditioned for the paymen
of the first mentioned sum of \$10,000
payable on the 1st day of July, 1890, in
the City of New York, interest to be com-
puted from July 1st, 1887, at the rate of
6% per annum payable semi-annually, on the
1st day of January and July of each and
every year.

Description and remarks:-

All that certain tract or portion of land lying
and being in the Counties of Guadalupe and Gonzales in the State of Texas
the same being subdivision No.2 of the division of the Capote farm, made
by John Dewees and A. M. Erskine, containing 5900 acres and a portion of the
Jose de La Baume 6 league grant, beginning at the Guadalupe river at the N.E.
corner of the purchase of 756-1/2 acres, the same being the mouth of the
tail race of the old mill; thence S.5685 varas to the N. E. corner of
subdivision No.1 from which a post oak 16 inches bears S.61°W. 8-1/2 varas
and a post oak 13 inches bears S.17-1/2°W. 11-7/10 varas; thence West
with the N. boundary of said subdivision No.1, 7417 varas to a stake for
the S. W. corner of this survey from which a black jack 10 inches in diameter
bears S.45°E. 4-1/5 varas and a post oak 8 inches bears N.37°W. 11-1/5 varas
thence N.42-1/4°E. 6532 varas to a stake on the S. side of the Leesville
road from which a post oak 13 inches in diameter bears N.25°E. 9-3/5 varas
and a forked post oak 20 inches bears S.E. 22-2/5 varas; thence N.15°E.
333 varas to spring branch 3349 varas to the Guadalupe river, a stake set
on the bank from which a hackberry 6 inches bears S.4°W. 5-1/5 varas and an
elm 16 inches in diameter bears S.15°W. 10 varas; thence down the river
with its meanders to the place of beginning.

Further remark: It is provided that upon the payment of said bond
or obligation and the interest thereon in accordance with the tenor of said
bond, said conveyance shall "cease, determine and be null and void".

It is further provided. " If default shall be made in the said sum
of money above mentioned, or the interest that may grow due thereon, or if
any part thereof, that then and from thenceforth it shall be lawful for
the said parties of the second part, their executors, administrators and
assigns, to enter into and upon all and singular the premises hereby granted,
or intended to be, and to sell dispose of the same and all benefit and equity
of redemption of the said parties of the first part, their heirs, or admin-
istrators or assigns therein, at public auction according to the act in
such case made and provided".

Mary L. Moore, and
Alexander Moore.

Emily L. Carow

to

Edith K. Roosevelt, wife of,
Theodore Roosevelt.

Power of Attorney.

Dated June 15th, 1887.

Filed September 28th, 1887.

Recorded in record book "Y" page 397.

In office of County Clerk of Guadalupe
County, Texas.

Acknowledgement taken before H. Albert
Johnson, U. S. Consulate at Venice, Italy,
on the 16th day of June, 1887.

In statutory form.

Description and remarks:-

Gives the following authority " my true and lawful attorney for me and in my name, place and stead, to begin, carry on or defend any action at law or equity in regard to the settlement of the estate of my late grandfather, Daniel Tyler, deceased, that I might begin, carry on or defend were I present in the United States; to consent to the entry of a decree for the final settlement of the estate of the said Daniel Tyler, deceased, in the Surrogate Court in the County of New York, and to execute all proper receipts and releases to the executors of the last will and testament of the said Daniel Tyler, deceased, or to others upon such settlement and the distribution of the said estate; and also thereupon to execute said sale and deliver any deed or deeds sufficient and proper in the law to convey my interest in any lands of which the said Daniel Tyler died seized, or in which he had any interest; and finally to represent me and to act for me in all matters relating to the proceedings for the final account and distribution of the said estate in the said Court, with full power of consent to the end that the decree to be entered therein may fully bind me in my interest in the said estate, giving and granting unto my said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises as fully to all intents and purposes, as I might or could do if personally present with full power of substitution or revocation, hereby ratifying and confirming all that my said attorney or her substitute shall lawfully do or cause to be done by virtue hereof".

Emily L. Carow.



Gertrude E. Carow

to

Edith K. Roosevelt, wife of,
Theodore Roosevelt.

Power of Attorney.

Dated June 15th, 1887.

Filed for record September 28th, 1887.
Recorded in book "Y" page 397.

In office of County Clerk of Guadalupe
County, Texas.

Acknowledgement taken by H. Albert Johnson
U. S. Consulate at the City of Venice,
Italy, on the 16th day of June, 1887.
In statutory form.

Description and remarks:-

Gives the following power "and for me and in my
name, place and stead to begin, carry on or defend any action at law or
equity in regard to the settlement of the estate of my late father, Daniel
Tyler, deceased, that I might begin, carry on or defend were I present in
the United States; to consent to the entry of a decree for the final settle-
ment of the estate of the said Daniel Tyler, deceased, in the Surrogate Court
of the County of New York and to execute all proper receipts and releases
of the last will and testament of the said Daniel Tyler, deceased, or to
others, upon such settlement and the distribution of the said estate; and
also thereupon to execute and to seal and deliver any deed or deeds suffi-
cient and proper in law to convey my interest in any lands of which the said
Daniel Tyler died seized of or in which he had any interest and finally
to represent me and to act for me in all matters relating to the proceeding
the final accounting and distributing of the said estate in the said Court
with full power of consent to the end that the decree to be entered therein
may fully bind me and my interest in the said estate giving and granting
to my said attorney full power and authority to do and perform all and
every act and thing whatsoever requisite and necessary to be done in and
out the premises as fully to all intents and purposes as I might or could
if personally present, with full power of substitution and revocation,
thereby ratifying and confirming all that my said attorney or her substitute
shall lawfully do or cause to be done by virtue hereof."

Gertrude E. Carow.



Alfred L. Tyler,
Edmund L. Tyler.
to
Mary L. Moore, and
Alexander Moore.

Release of Deed of Trust .
Dated April 20th, 1889.
Filed for record May , 1889.
Recorded in Mortgage book "E" pages 333-4.
In office of County Clerk of Guadalupe
County, Texas.
Acknowledgement of Edmund L. Tyler taken
on April 20th, 1889, before J.S.Eustis, a
Commissioner for the State of Texas, resi-
ding in New Orleans and in statutory form.
The acknowledgement of Alfred L. Tyler
was taken on April 25th, 1889, before
A.H.Sheppard, Clerk of the City Court of
Anniston. In statutory form.
Consideration, the full payment of said
note for \$10,000 and interest due thereon.

Description and remarks:-

The release recites the fact that " whereas Mary L. Moore, for the purpose of securing the payment of her bond and certain promissory note for the same of \$10,000 and interest in favor of Alfred L. Tyler and Edmund L. Tyler, dated June 1st, 1887, due July 1st, 1890, did convey unto Alfred L. Tyler and Edmund L. Tyler, by a mortgage duly recorded in the records of Guadalupe County, Texas, in book E. pages 329 etc., and in Gonzales County, in book D. page 231, all that certain tract or parcel of land described in said mortgage, lying and being in the Counties of Guadalupe and Gonzales in the State of Texas ". Then follows " for and in consideration of the full payment and satisfaction of the said promissory note, both principal and interest, the receipt whereof is hereby acknowledged, do hereby remise, set over, release and reconvey unto the said Mary L. Moore, her heirs and assigns, all and singular the property and premises in said deed of trust described, forever , free and quit of the above named incumbrance.".

Alfred L. Tyler,

Edmund L. Tyler.



Mary L. Moore, and
Alexander Moore.

to
Albert S. Caldwell,
Bolton Smith.



Trustees Deed of Trust.
Dated March 21st, 1889.
Filed for record March 23rd, 1889.
Recorded in Mortgage Book E. pages 615-620.
In office of County Clerk of Guadalupe
County, Texas.
Acknowledgement taken before S. D. Dibble
Notary Public of Bexar Co.
In statutory form.
(The acknowledgement before S.D.Dibble
think this a mistake, should be L.D.Dibble
Consideration \$45,000, evidenced by 6
promissory notes bearing date March 21st,
1889, due as follows, one note for \$30,000
due the 1st, of April, 1894, which was
given for the principal of the money bor-
rowed by said Alexander Moore and Mary L.
Moore and 5 other notes given for interest
due as follows, 1 note for \$3,000 due 1st
day of April, 1890, 1 note for \$3,00 due
1st day of April 1891, 1 note for \$3,000
due April 1st, 1892; 1 note for \$3,000
due April 1st, 1893; 1 note for \$3,000
due April 1st, 1894; all notes payable
in gold coin of the U. S. and payable
to John M. Judah at the office of Francis
Smith, Caldwell and Co. in the City of
Memphis, State of Tennessee, with interest
at 12% per annum after maturity and 12%
attorneys fees if placed in the hands of
an attorney for collection.

Description and remarks:-

Conveys " 5900 acres of land being subdivision
No. 2 allotted to Daniel Tyler, in the partition of 19892 acres of the 6
leagues granted to Jose de la Baume in Guadalupe and Gonzales Counties, known
as the Capote farm, particularly described as follows, to wit: beginning
on the Guadalupe river at the N. E. corner of the purchase of 756-1/2 acres
of land the same being the mouth of the old tail race of the old mill;
thence S. 56° 45' E. 5685 varas to the N. E. corner of subdivision No. 1 allotted to T. W.
subdivision No. 1, 7417 varas to a stake the S. W. corner of this survey,
thence a black jack 10 inches in diameter bears S. 45° E. 4-1/5 varas, etc.,
thence N. 42-1/4° E. 6533 varas to a stake on the S. side of the Leesville
road whence a post oak 13 inches in diameter bears N. 35° E. 9*3/5 varas, etc.,
thence N. 15° E. 833 varas to Spring branch and 3349 varas to the Guadalupe
river a stake on the bank, whence a hackberry 6 inches bears S. 4° W. 5-1/5
varas and an elm 16 inches bears S. 15° W. 10 varas; thence down the river
with its meanders to the beginning".

Further remarks:-
The deed of trust provides that if the trustees pay the
taxes on said land the advancement shall bear interest at the rate of 12% per
annum. Said instrument provides that if the improvements on the land are
permitted to diminish in value, said principal and interest shall become due
and the trustees are authorized to sell the land after notice of time, by
publishing the same in a newspaper in the County of Guadalupe at least twice.
Said deed of trust provides upon the failure of the payment of any interest
taxes or to keep said premises in repair that the trustees shall enter
on, seize and sell without benefit of clergy.

to

Mary L Moore.

Consideration the payment of a certain note for \$30,000 both principal and interest due thereon.

This release recites the fact "that whereas Alexander Moore and Mary L. Moore, his wife, for the purpose of securing the payment of one certain promissory note for the sum of \$30,000 and interest in favor of J. M. Judah, dated at San Antonio, Texas, on the 21st day of March, 1881, due the 1st of April, 1894, did convey unto Albert S. Caldwell and Bolton Smith, trustees, by a deed of trust duly recorded in the records of Guadalupe and Gonzales Counties, Texas, on pages 615 to 620 and 1 to 9, in books E.& H., all that certain tract or parcel of land described in said deed in trust lying and being in the Counties of Guadalupe and Gonzales in the State of Texas " Then follows , " know all men by these presents that I, A.S. Caldwell, trustee in said deed of trust, (Bolton Smith, my co-trustee# having resigned) for and in consideration of the full payment and satisfaction of the promissory note, both principal and interest and whereof is hereby acknowledged, do hereby remise, set over, release and reconvey unto the said Alexander Moore and Mary L. Moore, their heirs and assigns all and singular the property and premises in said deed of trust described , forever free and quit for the above named incumbrance and interest notes, maturing April 1st, 1892, 1893, 1894, are surrendered without payment, and the said Moore's having privilege pf paying the said principal on April 1st, 1891, which cancels said matured interest notes".

Further remarks.

Beneficiary in the deed of trust, John M. Judah does not sign release.

Albert S. Caldwell.



Mary L. Moore, and
Alexander Moore.

to

E. B. Chambers (Chandler)

Deed of trust.

Dated March 2nd, 1891.

Filed for record March 21st, 1891.

recorded in mortgage book F. p. 407 to 413

In office of County Clerk of Guadalupe
County, Texas.

Acknowledged on March 2nd, 1891, before
Joseph B. Braman, a commissioner of the
State of Texas, residing in the City of
New York.

In statutory form.

Consideration one note for \$40,000 due
on the 1st day of March 1896, given for
the principal and five interest notes
for \$3600 each due and payable March 1st
1892, 1893, 1894, 1895 and 1896, respecti-
vely.

description and remarks:-

Conveys " 5900 acres of land, situated in the Coun-
ties of Guadalupe and Gonzales, Texas, being subdivision No. 2 of a division
of Capote Farm made by John Dewees and A. M. Erskine, and a part of the
Jose de La Baume, 6 league grant, particularly described as follows to wit:
beginning on the Guadalupe river at the N. E. corner of the purchase of
756-1/2 acres, the same being the tail race of the old mill; thence
S. 5685 varas to the N. E. corner of subdivision No. 1 allotted to T. W.
Pierce from which a post oak, etc., thence W. with the N. boundary line of
subdivision No. 1 7417 varas to a stake for the S. W. corner of this survey
from which a black jack, etc., thence N. 42-1/4° E. 6532 varas to a stake on
the S. side of the Leesville road from which a post oak, etc., thence N.
15° E. 833 varas to spring branch 334 varas to the Guadalupe river, a stake
set on the bank from which a hackberry 6 inches bears, etc; thence down
the river with its meanders to the place of beginning.

Said deed of trust provides for all suits and penalties upon default
of the payment of interest notes and the payment of said principal note
and provides for sale and conveyance after giving notice as provided by law.

Mary L. Moore, and

Alexander Moore.

W. W. R. R.
ATTORNEY

Alexander Moore, and

Mary L. Moore.

to

John Moore.

Power of Attorney.

Dated April ____, 1891.

Filed for record February 13th, 1893.

Recorded in Vol. No.6 page 142.

In office of the County Clerk of Guadalupe County, Texas.

Acknowledged by Alexander Moore and Mary L. Moore May 27th, 1891, before Rolland

J. Hummick, U. S. Consulate for the City and District of Geneva, Switzerland.

In statutory form.

Description and remarks:-

Gives the following power, " have made, constituted and appointed and by these presents do make, constitute and appoint, John Moore of Seguin, Texas, our true and lawful attorney , for us and in our name, place and stead to sell , lease or otherwise dispose of any and all real estate or other property owned or controlled by us in the State of Texas, giving and granting to our said attorney full power and authority to do and perform all and every act and thing whatsoever requisite and necessary to be done in and about the premises, as fully to all intents and purposes as ~~##~~ we might or could do if personally present at the doing thereof, with full power of substitution or revocation, hereby ratifying and confirming all that our said attorney or his substitute, may or shall lawfully do or cause to be done, by virtue hereof".

Alexander Moore, and

Mary L. Moore.



Alexander Moore, and,
Mary Moore, by
John Moore, Attorney in fact.
to
L. P. David.

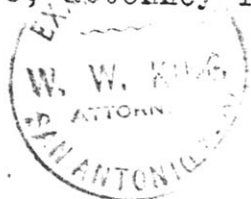
Deed.
Dated April 13th, 1897.
Filed for record May 7th, 1897.
Recorded in Vol. No. 11, page 434 and 435.
In office of County Clerk of Guadalupe
County Texas.
Acknowledgement taken by A. M. Erskine,
Notary Public for Guadalupe County, Texas,
on May 5th, 1897.
In statutory form.
Consideration \$10065, \$700 cash and 6
promissory Vendor's Lien notes of date
April 13th, 1897, one for \$800 due on or
before May 1st, 1898, one for \$300 due
on or before May 1st, 1899, one for \$1,000
due on or before May 1st, 1900, one for
\$1,500 due on or before May 1st, 1901,
one note for \$2600 due on or before May 1st
1902, one note for \$2665 due on or before
May 1st, 1903, payable to the order of
Alexander Moore at the office of E. B.
Chandler, in gold coin, with 6% interest
per annum from May 1st, 1897.

Description and remarks:-

Conveys " 503-1/4 acres of land, situated in
Guadalupe County, Texas, a part of the Jose de La Baume 6 league grant and
a portion of subdivision No. 2 in the partition of the Capote farm described
by metes and bounds as follows, to wit: beginning at the N. W. corner
of said subdivision No. 2 on the S. bank of what is now the old channel of
the Guadalupe river, from which a water elm 20 inches in diameter bears
S. 15°W. 10 varas or 27-3/4 feet, and a hackberry 10 inches in diameter bears
S. 4°W. 5-1/5 varas or 14-1/2 feet, thence with the W. boundary of said sub-
division No. 2 S. 15°W. 2339 yards to the spring branch 3022 yards to a stake
112-2/3 yards N. 15°E. from the corner of said subdivision No. 2 on the Lees-
ville road, from which a post oak 8 inches in diameter bears S. 52-1/4°W.
27 feet and a post oak 12 inches in diameter bears S. 45°E. 61-1/2 feet thence
S. 75°E. 715-1/3 yards to a stake from which a post oak 11 inches in diameter
bears S. 25°W. 6-3/4 feet and a post oak 5 inches in diameter bears N. 65-1/2°E
20 feet; thence N. 15°E. at 778 yards the center of the spring branch at
1053 yards to field fence 3438 yards to the Guadalupe river, where a stake
was set about 6 feet from the edge of the water, from which a box elder 6
inches in diameter bears S. 47°E. 1 foot and a box elder 20 inches in diameter
bears S. 27-1/2°E. 30 feet; thence up the river with its meanders to its
intersection with the old channel of the river and up said old channel with
its meanders to the place of beginning, the perpendicular front on the
river " old channel and present bed " being 720 yards."

The Vendor's Lien is retained.

Alexander Moore and Mary Moore, by
John Moore, attorney in fact.



Mary L. Moore, and,
Alexander Moore, by their attorney
in fact, John Moore.

to

M. W. Fones, and
H. E. Fones.

Warranty deed.
Dated April 13th, 1897.
Filed for record June 14th, 1897.
Recorded in book Vol. No. 11, p. 474 & 475.
In office of County Clerk of Guadalupe
County, Texas.
Acknowledged by John Moore, attorney in
fact, before A. M. Erskine, Notary Public
for Guadalupe County, Texas May 5th, 1897.
In statutory form.
Consideration \$2400.00, \$250 cash, five
promissory notes, Vendors Lien, dated
April 13th, 1897, one note for \$400 due
May 1st, 1899, one note for \$400 due on or
before May 1st, 1900, one note for \$450
due on or before May 1st, 1901, one note
for \$550 due on or before May 1st, 1902,
and one note for \$350 due on or before
May 1st, 1905, all payable to the order
of Alexander Moore, at the office of
E. B. Chandler, at San Antonio, in gold
coin, with interest at 6% per annum from
May 1st, 1897.

Description and remarks:-

Conveys " 200 acres of land situated partly in the
County of Guadalupe and partly in the County of Gonzales, a portion of the
Jose de La Baume 6 league grant, and part of a tract of 5900 acres conveyed
by T. W. Pierce & George F. Stone to Daniel Tyler, November 4th, 1882,
and known as subdivision No. 2 in the partition of the Capote farm, beginning
on the Guadalupe River at the N. E. corner of said subdivision No. 2 at the
mouth of the tail race of the old mill this being the N. E. corner of the
purchase of 756-1/2 acres of said Capote farm from which a box elder 5 inches
bears, etc.,; thence S. with the E. boundary line of said 756-1/2 acre
tract 1278 yards to a stake on the hill N. E. of the ranch house from which
a post oak 8 inches bears etc., thence W. 473 feet to a post oak 4 inches
bears N. 81-1/2° W. 11 feet; over the spring branch 2357-1/3 yards to a stake
from which a hackberry 8 inches bears N. 70° etc., thence E. 29 yards to a
stake on the bank of the Guadalupe river on the high ground about 25 feet
from the edge of the water from which a box elder 16 inches bears, etc.,
thence down the river with its meanders to the place of beginning, being
about 102 acres in Guadalupe and 98 acres in Gonzales County.
The Vendor's lien is retained to secure the purchase money.

Mary L. Moore, and Alexander Moore,
By their attorney in fact John Moore.



Mary L. Moore, and,

Alexander Moore.

to

L. P. David.

Warranty Deed.

Dated April 13th, 1897.

Filed for record July 5th, 1897.

Recorded in book Vol. 11 pages 504, & 505.

In office of the County Clerk of Guadalupe County, Texas.

Acknowledgement of Alexander Moore taken before John J. Stevens, Notary Public, Bexar Co. Texas, on May 12th, 1897, and in statutory form, and by Mrs. Mary L. Moore, on the 29th day of May, 1897, before Eugene Germain, a U. S. Consulate at Zurich, Switzerland.

Consideration \$10,665. \$700 cash and the balance evidenced by notes, one for \$800 due May 1st, 1898, one for \$800 due May 1st, 1899, one for \$1000 due May 1st, 1900, one for \$1500 due May 1st, 1901, one for \$2600 due May 1st, 1902 and one for \$2665 due May 1st, 1903, interest at the rate of 6% payable in gold coin.

Description and remarks:-

Conveys " 503-1/4 acres of land, a part of the Jose de la Baume 6 league grant and fully described by metes and bounds in a deed executed by John Moore, attorney in fact for Alexander Moore and Mary L. Moore, of date April 13th, 1897, to which reference is made. Said deed is recorded in book Vol. No. 11 pages 474 and 475.

Mary L. Moore,

Alexander Moore.



The Scottish - American Mortgage
Company, Limited. By
Theodore Sheldon, its Attorney
in fact.
to
Mary Moore and Alexander Moore.

Release of Mortgage.
Dated April 7th, 1897.
Filed, September 7th, 1897.
Not recorded.
Acknowledged before Albert L. Caron,
Notary Public, Cook County, Ill. on April
17th, 1897.
In statutory form.
Consideration "For a good and valuable
consideration." ✓ 268

Description and remarks:-

This instrument releases the mortgage lien on "200 acres of land situated partly in Guadalupe and partly in Gonzales County and being a portion of the Jose de La Baume six league grant, and a part of a tract of 5900 acres conveyed by T. W. Pierce and George F. Stone to Daniel Tyler November 4th, 1882, and known as subdivision No.2 in the partition of the "Capote farm" and is more particularly described as follows: beginning on the Guadalupe river at the N.E. corner of said subdivision No.2 at the mouth of tail race of the old mill, this being the N. E. corner of the purchase of 756-1/2 acres of said "Capote farm" from which, etc.; thence S. with the E. boundary line of said 756-1/2 acre tract 1278 yards to a stake on a hill, N. E. of Ranch House, from which, etc.; thence W. 473 yards to a stake from which etc.; thence N. 791 yards to the E. side of the pole bridge over the Spring Branch " 2357-1/3 yards to a stake from which, etc.; thence E. 29 yards to a stake on the bank of the Guadalupe river on the high ground about 25 feet from the edge of the water from which, etc; thence down the river with its meanders to the place of beginning being about 102 acres in Guadalupe County and 98 acres in Gonzales County.

The Scottish-American Mortgage Company
Limited, by its Attorney in fact,
Theodore Sheldon. ®



The Scottish - American Mortgage
Company, Limited, by

Theodore Sheldon, its attorney
in fact.

to

Mary L. Moore, and

Alexander Moore.

Release of Deed of Trust.

Dated April 13th, 1897.

Filed for record May 7th, 1897.

recorded in Vol. book No. 11 on p. 432 & 433
In office of County Clerk of Guadalupe
County, Texas.

Acknowledged by Theodore Sheldon, attor-
ney in fact, on April 17th, 1897, before
Albert S. Carson, Notary Public, Cook
County, Ill.

Consideration, good and valuable.

Description and remarks:-

This instrument releases 503-1/4 acres of land
situated in Guadalupe County, Texas, a part of the Jose de La Baume 6 league
grant, being a portion of subdivision No. 2 in the partition of the Capote
farm. Beginning at the N. W. corner of subdivision No. 2 on the S. bank
of what is now the old channel of the Guadalupe River from which a water
elm 12 inches bears, etc., thence with the W. boundary of subdivision No. 2
S. 15° W. 2339 yards to the spring branch, 3022-2/3 yards to a stake 112-2/3
yards N. 15° E. from the corner of said subdivision No. 2 from the Leesville
road from which a post oak 8 inches bears, etc., thence S. 75° E. 715-1/3
yards to a stake from which a post oak 11 inches bears, etc. thence N. 15° E
at 778 yards the center of spring branch at 1053 yards to field fence 3438
yards to the Guadalupe river where a stake was set about 6 feet from the edge
of the water, etc. thence up the river with its meanders to its intersection
with the old channel of the river and up said old channel with its meanders
to the place of beginning, the perpendicular front on the river (old channel
and present bed) being 720 yards. "

Theodore Sheldon, Attorney in fact for
The Scottish - American Mortgage Company
Limited.



Edith K. Roosevelt, and
Theodore Roosevelt.

to
Mary L. Moore.

Quit Claim Deed.

Dated April 19th, 1897.

Filed for record April 30th, 1897.

Recorded in Vol. no/ 11 pages 403 and 404
In office of County Clerk of Guadalupe
County, Texas.

Acknowledgement of Theodore Roosevelt
taken by Edwin P. Hanna, Notary Public,
of District of Columbia, on April 25th,
1897.

In statutory form; by Edith K. Roosevelt
on April 26th, 1897, before Theodore A.
Bennett, Notary Public, County of New York
N. Y. , and is in statutory form.
Consideration \$1.00.

Description and remarks:-

Conveys and assigns all the right, title and
interest of the grantors in and to that tract or parcel of land lying in
the Counties of Guadalupe and Gonzales and State of Texas, being subdivision
No. 2 of the division of Capote Farm made by John Dewees and A. M. Erskine,
said subdivision contains 5900 acres of land and being a portion of the Jose
la Baume 6 league grant, beginning at the Guadalupe river at the N. E.
corner of the purchase of 756-1/2 acres same being the mouth of the tail
race of the old mill, thence S. 5685 varas to the N. E. corner of subdivi-
sion No. 1 from which a post oak etc, thence W. with the N/ boundary of said
subdivision No. 1, 7417 varas to a stake on the N. S. W. corner of this
survey from which, etc.; thence N. 42-1/4° E. 6532 varas to a stake on the
south side of the Leesville road from which, etc.; thence N. 15° E. 833
varas to spring branch 3349 varas to the Guadalupe river, a stake etc.;
thence down the river with its meanders to the place of beginning.

Edith K. Roosevelt, and

Theodore Roosevelt .



--: CERTIFICATE : --

Seguin, Texas.

We hereby certify that the foregoing pages from 1 to 79, inclusive are a true and correct abstract of all deeds, conveyances and other muniments of title recorded in the office# of the County Clerk of Guadalupe County, Texas, and all suits filed in the District Court of said County, affecting the title to the property described on the title-page hereof, and that there are no taxes due except for the year 1897.

And said pages show all liens and encumbrances on said property recorded in said County Clerk's office.

Witness our signatures this the 25th day of September, A. D. 1897.

Wibber & Mosheim
Abstractors.



Supplemental -

ABSTRACT OF TITLE

TO

*a Part of the Lane & La Baux. Chen Grant
Mars and Goodalegar. Country. Texas -*

EXAMINED BY

W. W. KING,
S. ATTORNEY,
SAN ANTONIO, TEX.

28 Pages

Supplemental Pages of an Abstract
of Title Made for Judge R. G. Deunman -
Supplementing Abstract to the
Jose de la Barra & Henry Grant -
In Gonzales and Guadalupe - Counties -
Texas -



22 3000

McNEAL, HARWOOD & WALSH,
ATTORNEYS AT LAW.

ABSTRACTERS OF LAND TITLES,
GONZALES, TEXAS.

Page No.

Estate of } In Probate Court - Bexar County Texas.
Jose de la Baum } Date April 4th 1834 - Filed for Probate June 25th 1844.

Last Will and Testament (Translation from Spanish)

After declaring his firm belief in the Catholic Faith. - "I commend my soul to our Lord God; that created and redeemed it with his precious blood; and my body to the earth of which it was made; and when this event shall take place, the body shall be sepulchred without any pomp, in a sacred place where other faithful Christians are sepulchred." The will declares that he is 80 years old; The eldest son of Count de la Baum. In the County de la Baum; in the Province of Auvergne in France. That he has been twice married. That he has no children by his first wife; That by his second wife - Louisa Centurie, he has four children, to wit: Victoria, Jose, Gertrude and Pancer Pedro. The first three being emancipated (of age). That he has named as his son since his first wife's death, Nicolas de la Baum; Natural son of his wife, that he will that he shall share equally with his other children. That all his property, except 2 leagues, valleys of Dortalon, on the creek "El Boco," is community property of himself and his present wife Louisa Centurie. That he has named as his son since his first wife's death, Nicolas de la Baum. That his estate he again all divided among these five without regard to the one league above cited to Pancer Pedro. Appoints as his executor his wife Louisa Centurie, and as his executor his son Citizen Juan Antonio Padilla, with power to sell his property as they may deem proper.



W. W. KING & WALSH,
ATTORNEYS AT LAW.

In Probate Court. In and County of
Joaquin de la Baum Application of Joaquin de la Baum for the probate of
his will of his father Joaquin de la Baum - recd - Filed June 25th 1844 -
Notice Given Same Day - Proof of will made -
July 6th and 8th 1844 -

"In consideration thereof it is ordered and decreed by the court that the
same be allowed and established as the last will and Testament of
said Joaquin de la Baum decd. - And that the said last will and Testa-
ment with the depositions and the envelope thereto attached be
entered of record - and it appearing to the satisfaction of the court
that Juan Antonio Padilla and Louisa Cortez, named in
said last will and Testament as executor and executrix thereof,
have departed this life, and that Joaquin de la Baum is the only
surviving executor of said last will and Testament - It is there-
fore ordered by the court that letters testamentary issue to the said Joa-
quin de la Baum - as surviving executor of said last will and
Testament, upon his giving bond and security in the penal
sum of \$20,000 ^{ad valorem} - conditioned as required by law - and
it is the further order of this court - that the said Joaquin de la Baum
appointed executor as aforesaid, have 30 days to give said bond
and security, approved by the Judge of Probate - July 8th 1844 -

[Note] This and the foregoing page are made from a certified
copy of the will and the probate thereof made by John H.
Smith County Clerk, Bexar County, Texas - on the 29th day of May
1895 - his Certificate states, "That the copy is a true and
correct copy of the original last will and Testament of Joa-
quin de la Baum, deceased - together with the probate thereof, do the
same now appears in file and of record in Probate record
of said County in my office in Book AB - recd - page
324 and Book AB Blue - page 26"



NAMES OF PARTIES IN FULL

Pedro de la Baum
To
Victoria de la Baum
de Vidal.

Character of Instrument, Warranty deed -
Date of Instrument, 4 June 1855
Date of Filing, 26 February 1850
Recorded in Vol. C Page 96 in office of the
County Clerk S. M. Dalup County, Texas.
Consideration, Part of land near Nachabachis in
Exchange -

Substance of Certificate
of Acknowledgment

Crown rep -

Reynier of land.

Acknowledgment taken by James A. Truheart - CLK. Co. Ct. Bexar Co. Texas -
25th day of January 1850

DESCRIPTION AND REMARKS:

One Reynier out of the land de la Baum to Reynier Grant -
granted to their deceased father, known as the Cupote de la



WALSH,
ATTORNEYS AT LAW.

ABSTRACTERS OF LAND TITLES,
GONZALES, TEXAS.

Page No. 62

NAMES OF PARTIES IN FULL

Commissioner
By Sheriff Gonzales County
John P. Erskine

Character of Instrument, Sheriff's Tax Lien -
Date of Instrument, 26 June 1848
Date of Filing, 27 December 1849
Recorded in Vol. 5 Page 427 in office of the
County Clerk Gonzales County, Texas.
Consideration, \$25 86/100 -

Substance of Certificate
of Acknowledgment.

4.71 2/3 Acres of Land.

See Form -

Acknowledgment taken by J. Chiswell. Clk. Co. of Gonzales Co. Texas -
27 day of December 1849 -

DESCRIPTION AND REMARKS:

Field Notes given include all of the Reuben Baum -
Survey lying in Gonzales County, Texas -

Sold for Taxes of 1846 -

W. W. KING
ATTORNEY

ANTONIO, TX

®

NEAL, HARWOOD & WALSH,
ATTORNEYS AT LAW.

ABSTRACTERS OF LAND TITLES,
GONZALES, TEXAS.

Page No. 72

NAMES OF PARTIES IN FULL

Wm. J. Eustice
James M. Miller

Character of Instrument, Warranty Deed -
Date of Instrument, 5th May 1858
Date of Filing, 17 June 1858
Recorded in Vol. 5 Page 111 in office of the
County Clerk Guadalupe County, Texas.
Consideration, Love for his son-in-law Grant.

Substance of Certificate
of Acknowledgment

Done in form by me at Austin

Acknowledgment taken by W. J. Eustice, C. K. Co. Guadalupe County -
16 day of June 1858

DESCRIPTION AND REMARKS:

Part of the Grant of La Baurie to James Grant -
1st 320 acres - adjoining the Grant of Davis & Co. Sub. No 12 -
beginning at the corner of the lower corner of No 12 - thence South
with the lower line of said No 12 - 3141 varas to its S. E. corner -
thence East 300 varas thence N. W. E. 1980 varas thence up the
River with its meanders to the beginning -
2nd East 23 acres - lying on the South side of said Davis & Co. Grant
and of the other 320 acres - Beginning at the S. E. corner said
Grant thence E. 300 varas thence East 2280 varas thence
N. W. E. 2000 varas to S. E. corner said 320 acre tract thence West
300 varas to the S. E. corner Davis & Co. Grant and continuing the
same course with the South side of the Davis & Co. Grant
to its S. W. corner and the beginning -

EXAMINED
W. W. KING
ATTORNEY
SAN ANTONIO

McNEAL, HARWOOD & WALSH,
ATTORNEYS AT LAW.

ABSTRACTERS OF LAND TITLES,
GONZALES, TEXAS.

Page No. .

NAMES OF PARTIES IN FULL

Michael Erskine

To

A. H. Jones - Gdn. for ward
B. G. Anderson.

6 Leagues of Land.

Character of Instrument, *Mortgage*

Date of Instrument, *28 February 1854-*

Date of Filing, *28 " "*

Recorded in Vol. *I* Page *651* in office of the
County Clerk *Gonzales* County, Texas.

Consideration, *To secure note for \$270 due
in 1 year - 10% interest -*

In form.

Substance of Certificate
of Acknowledgment

Acknowledgment taken by *J. Cheneault. CLK. County Court. Gonzales County, Tex.*
as, on the *28* day of *February* 18*54-*
DESCRIPTION AND REMARKS:

The Capital 6 Leagues



NAMES OF PARTIES IN FULL

Michael Erskine

To

John C. Ervinghaus,
Guardian and for the use of
the minor heirs of his son
John C. B. Ervinghaus -

1200 acres of land -

Character of Instrument, Warranty deed -

Date of Instrument, 15 May 1860

Date of Filing, 16 May 1860

Recorded in Vol. H Page 523 in office of the

County Clerk Guadalupe County, Texas.

Consideration, \$3008 Cash.

Substance of Certificate
of Acknowledgment.

In form.

Acknowledgment taken by N. H. Erskine, Ch. Co. Cl. Guadalupe County, Texas
15 day of May 1860

DESCRIPTION AND REMARKS: Part of The Robert Baum & Leagues -
Beginning at the S. H. Corner of said to Henry & Henry - Thence East
2792 varas - Thence North 24 26 varas - Thence West 2792 varas -
Thence South 2426 varas - to the beginning -

Names of heirs as given in the deed are as follows -

1. Matilda Gregory -
2. Christiana Erskine -
3. Wm Frederick Martin -
4. Anna Erskine -
5. Caroline Erskine -

6. Amelia Erskine -
7. John Christopher Ervinghaus -
8. Elizabeth Ervinghaus -
9. Blanche Ervinghaus -
10. Erskine Ervinghaus -



Estate of *Mrs. M. C. King* } in Private Unit
No. 16 } San Diego County.

Report of Commissioner *Stuyvesant* Homestead.
Filed January 1868.

Beginning at the Center of the Channel of the *Gonzales* River
at a point 100 varas above the ford. Thence S. 36 1/2° E. 856
varas; Thence S. 59 E. 1304 3/4 varas. Thence N. 31 E. 745
varas. Thence N. 59 1/4. 674 1/2 varas. Thence N. 31 E. 545
varas to the Center of the Channel of the River Thence
up the river with its Meanders to the place of the
Beginning - Containing 200 acres of land -



McNEAL, HARWOOD & WALSH,
ATTORNEYS AT LAW.

ABSTRACTERS OF LAND TITLES,
GONZALES, TEXAS.

Page No. 582

NAMES OF PARTIES IN FULL

A. M. Erskine

J. F. Erskine & J. O. Brown

17700 acres of land.

Character of Instrument, Release

Date of Instrument, 15 August 1895

Date of Filing, 9 April 1896

Recorded in Vol. _____ Page _____ in office of the

County Clerk Gonzales County, Texas.

Consideration, Payment of Note

Substance of Certificate
of Acknowledgment

In form

Acknowledgment taken by A. E. Wilson, CLK. Co. Ct. Guadalupe County,
Texas, 15 day of August 1895

DESCRIPTION AND REMARKS: Release of the vendors lien retained in
consequence on page 38 of this abstract.

This instrument states that grantor was formerly the ad-
ministrator of the Estate of John P. Erskine, decd. and
that as such administrator, he was the holder of said
note at the time of its payment.



NEAL, HARWOOD & WALSH,
ATTORNEYS AT LAW.

ABSTRACTERS OF LAND TITLES,
GONZALES, TEXAS.

Page No. 432

NAMES OF PARTIES IN FULL

Robert S. Eiskine -
J. J. Eiskine and
J. J. Eiskine
do
Eiskine and Eiskine
Their Heirs and Assigns

Character of Instrument, *Deed of Confirmation*
Date of Instrument, *10 May 1895*
Date of Filing, *10 May 1895*
Recorded in Vol. *No 9* Page *114* in office of the
County Clerk *San Antonio* County, Texas.
Consideration,

Substance of Certificate
of Acknowledgment

*Re Robert S. and J. J. Eiskine in person
in form
J. J. Eiskine, proven in form by
Robert S. Eiskine one of 2 subscribing
with us*

Acknowledgment taken by *A. E. Wilson*, *10th* day of *May* *1895*
10th day of *May* *1895*

DESCRIPTION AND REMARKS:

*This instrument refers to the deed set out on page 42
of this abstract. Recites that said deed was made when these
grantees were minors. That they now ratify and confirm said
deed, and convey all interest which they have or ever had in
the lands described in said deed.*



®

GENERAL, HARWOOD & WALSH,
ATTORNEYS AT LAW.

ABSTRACTERS OF LAND TITLES,
GONZALES, TEXAS.

Page No. 482

NAMES OF PARTIES IN FULL

John C. Adams
To
George F. Stone

Character of Instrument, Release
Date of Instrument, 17 May 1929
Date of Filing, 23 May 1929
Recorded in Vol. 6 Page 206 in office of the
County Clerk in office of the
County, Texas.
Consideration, \$100.00

Substance of Certificate
of Acknowledgment

In Presence

Acknowledgment taken by L. H. Stone, Notary Public, Bexar County, Texas
18 day of May 1929

DESCRIPTION AND REMARKS:

Release of The Adams piece set out on page 48 of
this Abstract.



The State of Texas - }
County of Bexar } Before me the undersigned authority on this day personally appeared M. H. Eiskine, who being duly sworn, states on oath as follows: - as shown by the records of Gonzales County, Texas - Book X of deeds page 624 - I purchased from Ellenor P. Anderson and from Agnes A. Eiskine, their interest in a tract of 1/2 of the land out of the Jose de la Baura Rancho grant - lying in Comal and Gonzales Counties - which tract was set aside to the heirs of Michael and Agnes A. Eiskine by the District Court of Comal County, Texas - in favor of James J. Dorgan & John P. Eiskine et al - The said Ellenor P. Anderson and Agnes A. Eiskine to me dated 20 March 1875 conveyed all of their interest, being a 1/9 interest each and in said land, & each of them was retained to execute a note for \$100.00 given to each of them - and each note due in 12 months with interest at the rate of 10% per annum from date - These notes were both paid in full and cancelled - Both Ellenor P. Anderson and Agnes A. Eiskine are dead -

M. H. Eiskine -

Subscribed to and subscribed before me -
This 30th day of August - 1895 -

[A True Copy of Original
Affidavit - Abstracted]

Geo. A. Graser

Notary Public
Bexar County
Texas

Seal

MUNEL, HARWOOD & WALSH,
ATTORNEYS AT LAW.

ABSTRACTERS OF LAND TITLES,
GONZALES, TEXAS.

Page No. 39 2

NAMES OF PARTIES IN FULL

C. H. Ehringhaus
To
M. H. Eiskina

Character of Instrument, *Warranty deed*

Date of Instrument, *7 May '75*

Date of Filing, *16 February 1878*

Recorded in Vol. *X*

Page *619*

in office of the

County Clerk

Gonzales

County, Texas.

Consideration, *\$99*

100 Cash - Note for \$99 - Evident

plus in 12 mos - 10% int.

Substance of Certificate
of Acknowledgment.

In form by one of two witnesses -

Acknowledgment taken by *Miles Commander, Clerk Superior Court and Ex-off. Judge of Probate*
North Carolina
7 day of *May* 1875

DESCRIPTION AND REMARKS:

All undivided 1/9 interest in the same tract described on
page 39 this abstract.



W. H. HARWOOD & WALSH,
ATTORNEYS AT LAW.

ABSTRACTERS OF LAND TITLES,
GONZALES, TEXAS.

Page No. 392

NAMES OF PARTIES IN FULL

O. N. Ethinghaus
To
M. H. Euskine

Character of Instrument, Release
Date of Instrument, 9 Sept 1895
Date of Filing, 4 April 1896
Recorded in Vol. _____ Page _____ in office of the
County Clerk Gonzales County, Texas.
Consideration, Pay ment of note in full -

Substance of Certificate
of Acknowledgment.

In form -

Acknowledgment taken by J. P. Overman. Clerk Superior Court Pasquotank County -
N. C. 9 day of Sept. 18 95

DESCRIPTION AND REMARKS:

Release of The Vendors Lien - retained in the convey-
ance set out on page 39^a of this Abstract - recites that the
note "having long ago been paid"



W. W. HARWOOD & WALSH,
ATTORNEYS AT LAW.

ABSTRACTERS OF LAND TITLES,
GONZALES, TEXAS.

Page No. 39

NAMES OF PARTIES IN FULL

M. H. Erskine
To
John P. Erskine

Character of Instrument, *Deed without Warranty*
Date of Instrument, *9 June '69-*
Date of Filing, *6 " '95-*
Recorded in Vol. *42* Page *257* in office of the
County Clerk *Gonzales* County, Texas.
Consideration, *3 Valuable*

Substance of Certificate
of Acknowledgment.

In form

Acknowledgment taken by *Jos A. Fraser, Notary Public - Bexar Co. Texas -*
3" day of *June* 18 *95*

DESCRIPTION AND REMARKS:

"all my undivided interest in and to that parcel of Land -
Known as the "Doweyan Mortgage" on the Capote tract of
Land situated in Gonzales and Bexar Counties, former-
ly belonging to M. Erskine and deeded by the Court
to said Doweyan and the heirs of M. Erskine."



NAMES OF PARTIES IN FULL

S. M. Miller and wife
M. J. Miller
To
John P. EusKine

Character of Instrument, *Reud-*

Date of Instrument, *15 March '71-*

Date of Filing, *8 April '71-*

Recorded in Vol. *K* Page *745*

County Clerk *Guadalupe-*

Consideration, *\$184.50*

in office of the

County, Texas.

Substance of Certificate
of Acknowledgment.

Acknowledgment taken by

day of

18

DESCRIPTION AND REMARKS:

*All interest of M. J. Miller in 89 1/2 acres - described in
page 39 of this Abstract -*



NAMES OF PARTIES IN FULL

Henry Maney & wife
M. M. Maney -

To
John P. EusKine -

Character of Instrument, *Reed -*
Date of Instrument, *17th November 1868*
Date of Filing, *29 November 1868*
Recorded in Vol. *K* Page *107* in office of the
County Clerk *Guadalupe* County, Texas.
Consideration, *\$65⁰⁰ and other lands -*

Substance of Certificate
of Acknowledgment.

Acknowledgment taken by

day of

18

DESCRIPTION AND REMARKS:

*All the interest of M. M. Maney in 89 1/2 acres described on
page 39 of this Abstract -*

WOOD & WALSH,
ATTORNEYS AT LAW.

ABSTRACTERS OF LAND TITLES,
GONZALES, TEXAS.

Page No. 44 1/2

NAMES OF PARTIES IN FULL

John R. Jefferson Jr - and
A. M. Eiskin, Trustees
To
M. N. Eiskin

Character of Instrument, Release
Date of Instrument, 9th Jan'y 1878-
Date of Filing, 16 Feby 1878-
Recorded in Vol. X Page 623 in office of the
County Clerk Gonzales - County, Texas.
Consideration, Note paid in full-

Substance of Certificate
of Acknowledgment.

In form-

Acknowledgment taken by C. L. Arbuckle - County Clerk - Guadalupe - County -
9th day of January 1878-

DESCRIPTION AND REMARKS: Releases the due of Trust on page 44
of this Abstract -



Estate of A. N. Euskin, In Probate Court -
Revised No 339. } Guadalupe County, Texas -

B. N. Euskin makes application to be appointed administrator of the Estate of A. N. Euskin - recd. reciting that H. Maney the former administrator being now District Judge, the office of administrator is now vacant -

Filed October 25th 1871 - } Revd F. p. 153 -
Notice given the same day -



Estate of A. W. Euskine - } In Probate Court -
Decensed. No. 339 } Guadalupe County Texas -

December 14th A.D. 1871 - Minutes C. p. 519 -

This is a decree of the Court appointing B. H. Euskine
administrator of the Estate of A. W. Euskine - decensed -
The office having become vacant by reason of the
former administrator having been Elected District
Judge -



HAYWOOD & WALSH,
ATTORNEYS AT LAW.

ABSTRACTERS OF LAND TITLES,
GONZALES, TEXAS.

Page No. ^{B.}50 1/2

Estate of A. N. Eskine } In Probate Court -
Decused - No 339. } Guadalupe County Texas -

December 21st 1871 - Probate Record F. 12 - 154 -

By this order the Bond of B. N. Eskine is filed and
approved - authorizing him to act as administrator
of said Estate -



Estate of A. N. Eustine - In Probate Court.
Decreed. No 339 } Guadalupe County, Tex.

Confirmation of Sale - of Real Estate

The Administrator, B. H. Eustine, having reported
the sale of certain lands set out in his application
to sell, and the Court having examined into said
sale and finding it in all things legal and
regular - The sale is in all things approved
and confirmed - and the administrator is ordered
to make a deed to said lands to A. M. Eustine
upon his compliance with the terms of sale -
Said deed to convey an undivided $\frac{1}{4}$ interest in the
200 acres homestead tract set aside to the heirs of
M. Eustine, deed. also a $\frac{1}{4}$ interest in 89 $\frac{1}{2}$ acres
known as the "Dreyer Tract" - out of the Jose
de la Bana 6 leagues -

March 13th 1875-

Probate Minutes D-2-10-

Estate of A. H. Eskine, } In Probate Court -
Decedent - No 339 } Guadalupe County, Texas -
Report of Sale of Real Estate -

B. H. Eskine, administrator of said Estate reports to the Court, that in obedience to an order of Court issued out of the Probate Court of Guadalupe County on the 23rd day of July 1874 - directing him to sell certain Real Estate therein mentioned and described, he has sold the same to A. H. Eskine - and asks that the sale be in all things confirmed, and approved by the Court -

March 11th 1875 - Probate Record G. p 79 -



Estate of A. N. Eskine, In Probate Court -
Cause No 339. } Guadalupe County Texas -
Application to Sell Real Estate -
Upon the application of B. H. Eskine, administrator
of the Estate of A. N. Eskine decd. An order is en-
tered in said Estate matter, directing the adminis-
trator to sell in accordance with law a $\frac{1}{9}$ interest in
the 200 acre homestead set aside to the heirs of M. Es-
kine. and also a $\frac{1}{9}$ interest in 891 $\frac{1}{2}$ acres known as
the "Dreyal Tract" out of the Jose de la Berra Survey.
23 July 1874 - Probate Minutes C. p. 506 -



Estate of A. N. Eiskine } In Probate Court -
Decased No 339 } Guadalupe County, Texas -
Order of Sale of Real Estate -

This is an application of the administrator to sell a $\frac{1}{4}$ interest in the 200 acre homestead set aside to the heirs of M. Eiskine, deceased - and also a $\frac{1}{4}$ interest in 891 $\frac{1}{2}$ acres known as the "Donegan Tract" out of the de la Baum Survey - Proper notice given in accordance with Law -

June 23rd 1874 - Probate Record F. p. - 297 -



NAMES OF PARTIES IN FULL

Estate of A. N. Eskine decd.
By admr. B. N. Eskine -
Do
A. M. Eskine

Character of Instrument, *Administrators Accd.*
Date of Instrument, *Mch 23rd 1875*
Date of Filing, *May 30th 1895*
Recorded in Vol. *42* Page *237* in office of the
County Clerk *Gonzales* County, Texas.
Consideration, *Note for 309⁰⁰ Nov 1-1875*

Substance of Certificate
of Acknowledgment.

In form.

Acknowledgment taken by *C. L. Arbuckle* Clk. Dist. Ct. *Gundalup Co. Texas*
23 day of *March* 18 *75*

DESCRIPTION AND REMARKS: *An undivided 1/9 interest in 891 1/2 acres -*
described on page 39 of this Abstract. Also an undivided
1/9 interest in a 200 acre Homestead of M. and Agnes D. Eskine
decd.

Sold by an order of the District Court of Gundalup Co.
July Term 1874 - Confirmed at March Term 1875 - See
Probate Minutes D. page 10 -

The Receipt of B. N. Eskine, admr. dated January 16
1875 for payment - for payment in full of above described
Note - written on original deed and endorsed on Receipts -



HARWOOD & WALSH,
ATTORNEYS AT LAW.

ABSTRACTERS OF LAND TITLES,
GONZALES, TEXAS.

Page No. 50 1/2 JV

NAMES OF PARTIES IN FULL

M. N. Eiskine
To
A. M. Eiskine

Character of Instrument, Warranty deed -
Date of Instrument, 8 November 1877 -
Date of Filing, 10 " 1877
Recorded in Vol. X Page 368 in office of the
County Clerk Gonzales County, Texas.
Consideration, \$528 7/100

Substance of Certificate
of Acknowledgment.

In form -

Acknowledgment taken by Ch. Arbuckle - Elk Co. Ct. Guadalupe Co. Texas -
8th day of November 1877 -

DESCRIPTION AND REMARKS: An undivided interest out of 891 1/2 acs. described on page 39 of this Abstract which was purchased by the grantor herein. Recites that all of said tract of 891 1/2 acs. was purchased by the grantor herein except one interest owned by him and one interest (1/4) belonging to A. M. Eiskine.

Also recites that out of the 295 3/10 acs. herein conveyed is included 35 acs. out of 135 acs. conveyed by grantor to A. M. Eiskine. Thus becoming interested with the grantor in the 956 1/2 acs. which remain, to the extent of 344 3/10 acs. -



Mechanics' Liens, *None*

Attachments, "

Suits Pending, "

Judgments, "

Homestead Claims, "

Community Claims,

State and County Taxes,

Corporation Taxes, *None*

Special Taxes, "

Opinion and Summary,



THE STATE OF TEXAS, }

County of *Bexar**Wm. Harwood Hales*

hereby certify that the foregoing is a complete Abstract of all conveyances or other instruments of writing affecting the title to the Lands described herein, as the same appears from the Records of said County, and that, except as herein stated, *We* have discovered no liens or judgments of any kind against said real estate.

WITNESS our hand & this

27

day of

October

1897

Harwood Hales

ABSTRACT OF TITLE

TO

1388.09 Acres of land out of the J. de la Baume 6 League Grant,

Situated in-

GUADALUPE COUNTY, TEXAS

Prepared for L.G. BENMAN ESTATE.

NOTICE: In consideration of the delivery and acceptance of the within Abstract, it is warranted by purchaser that it is to be used only in examination of the title to the property described in the Caption, and will not be copied.

COMPILED BY

DONEGAN ABSTRACT CO., Inc.
SEGUIN, TEXAS

Twenty-third day of August A. D. 1929.

THE DONEGAN ABSTRACT CO.
(Incorporated)

Seguin, Texas

--oOo--

CERTIFICATE

The Donegan Abstract Company hereby certifies that the accompanying pages, numbered from 3 to 81 inclusive, contain a true and correct abstract of all instruments recorded, or filed for record, as shown by the indexes and records of Deeds, Deeds of Trust, Mechanic's Liens, Attachments, Judgments, Lis Pendens and Probate Records, in the office of the County Clerk of Guadalupe County, Texas; and also of all minutes and proceedings of the District Court of said County, affecting in any way the title of L.G. DENMAN ESTATE, in and to that property fully described in the caption hereof shown at page No. 2. filed since Sept. 25 1897.

The Tax Records show that all taxes are paid up to and including the year 1928 on 1289 acres

Witness the signature of the Donegan Abstract Company, by its manager, this 23rd day of August 1929- 6 P.M.

THE DONEGAN ABSTRACT COMPANY

By Alvin M. Miller Manager

CAPTION.

The property herein abstracted consists of all all those certain tracts of land out of the J. de la Baume Survey situated in Guadalupe County, Texas, and described as follows:

FIRST TRACT: 876 $\frac{1}{2}$ acres of land being a portion of 5900 acres set apart to Daniel Tyler in the partition of the Capote Farm;

BEGINNING at a stake on the north boundary of the Seguin and Gonzales road and on the west boundary of a tract of 200 acres conveyed to H.E. and W.W. Fones, 405 feet north of its south-west corner from which a post oak 30 ins. in dia. bears N. 89 W., 14 feet and an elm 22 inches in dia. bears N. 25 W.;

THENCE with said road S. 77 $\frac{1}{2}$ W. 350 feet, N. 68 $\frac{1}{2}$ W., 800 feet N. 76 W. 588 feet to a stake S. 21 $\frac{1}{2}$ W. about 219 feet from the Gum Spring from which a post 16 inches in dia. bears S. 25 E. 14 feet;

THENCE N. 87 W. 433 feet;

THENCE N. 40 W. 815 feet to a stake from which a post oak 13 inches in dia. bears N. 50 E. 17 $\frac{1}{2}$ feet and a hickory 13 N. 71 W. 25 feet;

THENCE N. 64 W. 341 feet, N. 85 $\frac{1}{2}$ W. 579 feet S. 88 W. 1302 feet to a stake 285 feet N. 15 E. from the south-east corner of a tract of 503 $\frac{1}{2}$ acres conveyed to L.P. David from which a post oak 8 inches in dia. bears S. 32 $\frac{1}{2}$ E. 26 feet and a post oak 16 inches in dia. bears N. 80 E. 65 feet;

THENCE with the northeast line of L.P. David's 508 $\frac{1}{2}$ Ac N. 15 E. 10,029 ft to northeast corner on the south bank of the Guadalupe river from which a box elder 6 inches in dia. bears S. 47 E. one foot;

THENCE down the present channel of the Guadalupe River with its meanders about 1960 yards to its intersection with an old channel of the river through which the river ran a few years ago;

THENCE down said old channel of the river to its intersection with the present channel a short distance south of the first named intersection;

THENCE down the present channel to the most north-east corner of the aforesaid 200 acres conveyed to H.E. and W.W. Fones, a stake set about 25 feet from the water from which a box elder 16 inches in dia. bears S. 10 $\frac{1}{2}$ W. 11-1/2 feet and a pecan 40 inches in dia. bears S. 64 $\frac{1}{2}$ W. 46 feet;

CAPTION.....CONTINUED 1.

THENCE W. 87 feet to the north-west corner of said 200 acres from which a hackberry 8 inch in dia. bears N. 70 E. 4 feet and a pecan 40 in. dia. bears S. 64 E. 45 feet;

THENCE with the west line of said 200 acres S. 6620 feet to the beginning.

✓ SECOND TRACT: 503-1/4 acres of land, situated in Guadalupe County, Texas, and a portion of subdivision No. 2 in the partition of the Capote farm described by metes and bounds as follows, to-wit:

BEGINNING at the N.W. corner of said subdivision No. 2 on the S. bank of what is now the old channel of the Guadalupe River, from which a water elm 20 inches in diameter bears S. 15° W. 10 varas or 27-3/4 feet, and a hackberry 10 inches in diameter bears S. 4° W. 5-1/5 varas or 14-1/2 feet;

THENCE with the W. boundary of said subdivision No. 2 S. 15° W. 2339 yards to the spring branch 3022 yards to a stake 112-2/3 yards N. 15° E. from the corner of said subdivision No. 2 on the Leesville road, from which a post oak 8 inches in diameter bears S. 52 1/4° W. 25 feet and a post oak 12 inches in diameter bears S 45° E. 61 1/2 feet;

THENCE S. 75° E. 715-1/3 yards to a stake from which a post oak 11 inches in diameter bears S. 25° W. 6-3/4 feet and a post oak 5 inches in diameter bears N. 65 1/2° E. 20 feet;

THENCE N. 15° E. at 778 yards the center of the spring branch at 1053 yards to field fence 3438 yards to the Guadalupe river, where a stake was set about 6 feet from the edge of the water, from which a box elder 6 inches in diameter bears S. 47° E. 1 foot and a box elder 20 inches in diameter bears S. 27 1/2° E. 30 feet;

THENCE up the river with its meanders to its intersection with the old channel of the river and up said old channel with its meanders to the place of beginning, the perpendicular front on the river "old channel and present bed" being 720 yards."

CAPTION.....CONTINUED 2.

THIRD TRACT: 23 Acres of land being on the south side of the Guadalupe River, about 14 miles east of Seguin, near the east line of Guadalupe County,

BEGINNING on a point about 800 varas south 76° East from the black jack Spring in the Gonzales road where said road turns from a southerly curve abruptly N. $20\frac{1}{4}^{\circ}$ E. 109 varas;

THENCE N. 87° E. 500 varas, S. 81° E. 100 varas, S. 56° E. 140 varas S. $40\frac{1}{2}^{\circ}$ East 237 varas to a stake set in cluster of sand oaks, black jack and hackberry on S. side of road;

THENCE N. $81\frac{1}{4}^{\circ}$ W. 920 varas to beginning, the beginning corner is a post where road makes the said abrupt curve as above.

LESS HOWEVER the following described 14-66/100 acres of land:

BEGINNING at a fence corner post 36 feet west from the west line of Herman Soefge tract, 20 feet south from the center of the lower Seguin-Gonzales road where the Leesville road intersects the same.

THENCE south $78^{\circ}16'$ west 580 feet; S. $83^{\circ}49'$ W. 775 south boundary line of said Seguin-Gonzales road;

THENCE south 365 ft;

THENCE S. $88^{\circ}21'$ E. 1364 feet to the west boundary line of the Leesville road;

THENCE north 255 feet, N. 3° W. 351.5 ft. with the west boundary line of the Leesville road to the place of beginning, containing 14-66/100 acres of land.

-O-O-O-O-O-O-O-O-

AFFIDAVIT OF A. E. WILSON AND A. M. ERSKINE.

Affidavit, dated August 29, 1895, filed February 7, 1908,
recorded in Deed Record Book 30 page 52.

THE STATE OF TEXAS)
GUADALUPE COUNTY)

Before me the undersigned authority on this day personally appeared A. E. Wilson County Clerk in and for Guadalupe County, Texas who being duly sworn states on oath as follows: I am County Clerk of Guadalupe County, and custodian of the Probate records and papers. I have examined the claim Docket in the estate of John P. Erskine decd. and find that a claim for \$21,751.06 in favor of A. T. Caperton against said estate was presented and allowed. I further find among the papers a receipt for the entire amount of the claim and interest signed by M. H. Erskine, attorney in fact for A. T. Caperton.

SEGUIN TEXAS

A. E. Wilson, County Clerk Guadalupe County, Texas.

Sworn to and subscribed before me this 29 day of August A. D. 1895.

(SEAL) A. M. Erskine, Notary Public Guadalupe Co. Texas.

STATE OF TEXAS)
GUADALUPE COUNTY)

A. M. Erskine being duly sworn states as follows- As administrator of the estate of John P. Erskine decd. I paid off in full a claim which was presented and allowed for \$21,751.06 in favor of A. T. Caperton. This included a note for \$15000.00 given by said John P. Erskine to said Caperton which note was secured by a deed of trust or mortgage on the Jose de la Baume grant in this & Gonzales County. I was familiar with the transaction between said John P. Erskine and said A. T. Caperton and know this to be a fact.

A. M. Erskine.

Sworn to and subscribed before me this 29 day of Aug. A. D. 1895.

(SEAL) A. E. Wilson Co Clk. Guadalupe County, Texas.

The Scottish American Mortgage Company, Limited, by Theodore Sheldon, its
Attorney in Fact -- tp -- Alexander Moore
and wife Mary L. Moore.

Release dated 4/13/97, Filed 9/7/97, and recorded in Deed
Record Book #12, p. 54-55.

Consideration: It is recited that said Moore and wife to secure their
\$40,000.00 principal note to said company, dated 3/2/91, and
due 3/1/96, and five interest notes each for \$3600.00, due
respectively March 1/92-93-94-95 and 96, secured by Deed
of Trust to E. B. Chandler, Trustee, recorded in Guadalupe
County Book F, page 407-413, and Gonzales County, Book I, page
49-54, upon "all that certain tract or parcel of land described
in said Deed of Trust, lying and being in the Counties of Guad-
alupe and Gonzales, State of Texas, and for good and valuable
considerations the tract below described is released from said
lien".

Description:

The following described tract of land and none other to-wit:
Being 200 acres of land situated partly in Guadalupe and part-
ly in Gonzales County, and being a portion of the Jose de la
Baume six league's grant, and part of a tract of 5900 acres
conveyed by T. W. Pierce and Geo. F. Stone to Daniel Tyler
November 14th, 1882, and known as sub-division No. 2 in the
partition of the "Capote Farm", and is more particularly de-

he Scottish American Mortgage Company, Limited, by Theodore Sheldon, its
Attorney in Fact -- to -- Alexander Moore
and wife Mary L. Moore.

Release dated 4/13/97, (12,p.54-55).

escription

Continued: (1).

scribed as follows: Beginning on the Guadalupe River at the
north east corner of said sub-division No. 2 at the mouth of
the tail-race of the old mill, this being the northeast cor-
ner of ~~said sub-division~~ the purchase of 756-1/2 acres of ~~at~~
said "Capote Farm" from which a box elder 5 inches dia. brs.
S. 11 W. 3 feet and an elm 16 inches dia. brs S. 77 W. 37
feet: thence south with the east boundary line of said
756-1/2 acre tract 1278 to a stake on a hill northeast of
the ranch house from which a post oak 8 inches dia. brs. N.
24-1/2 W. 24 feet: thence west 473 yards to a stake from
which a post oak 8 inches dia. brs S. 36 E. 29-1/2 feet and
a post oak 4 inches dia. brs. N. 81-1/2 W. 11 feet: thence
north 791 yards to the east side of the pole bridge over the
Spring Branch 2357-1/3 yards to a stake from which a hack-
berry 8 inches dia. brs. N. 70 E. 4 feet and a pecan 40 in-
ches dia. brs. S. 64 E. 45 feet: thence east 29 yards to a
stake on the bank of the Guadalupe River on the high ground
about 25 feet from the edge of the water from which a box
elder 16 inches dia. brs. S. 10-1/2 W. 11-1/2 feet and a

The Scottish American Mortgage Company, Limited, by Theodore Sheldon, its
Attorney in Fact -- to -- Alexander Moore
and wife Mary L. Moore.

✓ Warranty Deed dated 4/13/97, (12, p. 54-55).

Description Continued: (2).

pecan 40 inches dia. brs. S. 64-1/2 W. 46 feet: thence down the
river with its meanders to the place of beginning, being about
102 acres, in Guadalupe County, and 98 acres in Gonzales County.
knowledge taken by Albert C. Carson, Notary Public, Cook County,
Illinois, 4/17/97, regular form as such Attorney in Fact.

Alex Moore and wife Mary L. Moore -- to -- John Moore, L. P. David, Henry E. Fones, and William Wallace Fones.

Power Of Attorney to John Moore and ratification of his deeds to the other parties, dated 9/22/97, Filed 10/22/97, and recorded in Deed Record Book #12, p. 78-80.

Consideration: Said instrument is as follows:-

The State of Texas, *

County of Guadalupe *

WHEREAS, John Moore, acting as Attorney in fact for Alexander Moore and wife Mary L. Moore, did execute two certain Warranty Deeds, one to L. P. David to 503-1/4 acres of land in Guadalupe County, Texas, out of the Jose de la Baum six league grant, said deed being dated April 13th 1897, and of record in said Guadalupe County, Texas, and one to Henry E. Fones and William Wallace Fones, to 200 acres of land, partly in Guadalupe and partly in Gonzales County, Texas, out of the said Jose de la Baum six leagues grant, said deed being dated April 13th 1897, and of record in Guadalupe and Gonzales Counties, Texas, a Vendor's Lien being retained in each of the above described deeds to secure the pay ment of certain notes executed by said L. P. David and H.E. and W. W. Fones, representing the deferred payments in the above described sales, and, WHEREAS, the said John Moore as attorney in fact did transfer and convey the above mentioned Vendor's Lien Notes to the Scottish American Mortgage Company, Limited by instrument of writing dated May 14th 1897, and also Vendor's Lien securing the same, NOW, THEREFORE, KNOW ALL

Alex Moore and wife Mary L. Moore -- to -- John Moore, L. P. David, Henry
E. Fones and William Wallace Fones.

Power of Attorney to John Moore and ratification of his deeds
to the other parties, dated 9/22/97, (12,p.78-80).

Consideration Continued: (1)

BY THESE PRESENTS, That we, Alexander Moore and wife Mary L. Moore do hereby ratify and confirm the acts of our said attorney in fact John Moore, as mentioned above, and we further specially authorize and empower said John Moore to mortgage or give liens on, contract for sale of, and to bargain, sell and convey any and all lands owned by us or either of us in the State of Texas, either for cash or upon time, and upon such terms as he may deem proper, all notes for purchase money to be made payable to us or either of us, and to execute for us and in our names any and all contracts of sale, deeds of conveyances, covenants of warranties, mortgages, deeds of trust and any and all instruments of whatsoever character he may deem necessary to be executed in the contracting for, making or bargaining for any and all sales or mortgages or other liens or in the final sales of or mortgaging, or giving liens on any and all of the land owned by us or either of us in the said State of Texas. And also to make any and all transfers of any and all Vendors lien notes that may be executed for the purchase money of any and all said properties, and to make any and all conveyances for the transfer of the vendors liens and legal title reserved in us by virtue of the retention of such liens in any

ex Moore and wife Mary L. Moore -- to -- John Moore, L. P. David, Henry
E. Fones and William Wallace Fones.

Power of Attorney to John Moore and ratification of his deeds
to the other parties, dated 9/22/97, (12.p.78-80).

Consideration Continued: (2)

conveyances of any of said property either made by us or made
by the said John Moore as our agent. And to bargain, sell,
transfer, assign, and negotiate any and all of said notes, said
liens and said legal title. And for the purpose aforesaid, and
with the powers aforesaid, we hereby nominate, constitute and
appoint the said John Moore our agent and attorney in fact,
hereby ratifying and confirming any and all things he may do
as such attorney in fact and agent under the powers herein
conferred. In witness whereof, we have hereunto subscribed our
names, this the 22nd day of September 1897.

"Alex Moore

Mary L. Moore".

knowledge of Alex Moore taken 9/22/97 by G. A. Franklin, Notary
Public, Bexar County, Texas, regular form, and of his wife Mary
L. Moore taken 10/11/97 by A. Lubertnecht, U.S. Consul, Zurich
Switzerland, regular form.

H. ELMO FONES ET AL-----to-----ALBERT SCHNABEL

Deed, dated April 25, 1899, filed May 29, 1899, recorded in
Deed Record Book 15 pages 131-4.

THE STATE OF TEXAS)

COUNTY OF GONZALES)

KNOW ALL MEN BY THESE PRESENTS:

That We Henry Elmo Fones, William Wallace Fones and Sadie F. Fones wife of Henry Elmo Fones and Cora Fones wife of William Wallace Fones of the County of Gonzales State of Texas for and in consideration of the sum of Twenty nine hundred Dollars paid and secured to be paid aby Albert Schnabel as follows: Seven hundred and fifty dollars to us in hand paid the receipt whereof is hereby acknowledged and by his assumption and agreeing to pay off and discharge the following five Vendor's Lien notes secured by lein on the hereinafter described land and executed by us as follows: All of date February 13th 1897 and due respectively 1st note for \$400.00 due May 1st 1899, 2nd note for \$400.00 due May 1st 1900, 3rd note for \$450.00 dollars due May 1st 1901, 4th note for \$550.00 due May 1st 1902, and 5th note for \$350.00 due May 1st, 1903 and apayable in Gold coin of United States of America and beraing interest from May 1st 1897 to order of Alex Moore have Granted, Sold, and Conveyed and by these presents do Grant, Sell and Convey unto the said Albert Schnabel of the County of Gonzales and State of Texas, all that certain tract or parcel of land of 200 acres situated partly in Guadalupe and partly in Gonzales Counties being a portion of the Jose De la Baume six league grant and part of a tract of 5900 acres conveyed by T. W. Pierce and Geo. F. Stone to Daniel Tyler November 4th 1882 and known as Subdivision No. 2 in the partition of the "Capote Farm" and more particularly described as follows:

Beginning on the Guadalupe River at the N. E. corner of said subdivision No. 2 at the mouth of the tail race of the old mill this being the N. E. corner of the purchase of 756-1/2 acres of said "Capote Farm" from which a Box Elder 5 in. in dia. brs. S. 11 W 3 feet and an Elm 16 in. dia. brs. S 77 W 37 ft. Thence S with the East boundary line of said 756 1/2 acres tract 1270 yds. to a stake ona hill N. E. of the Ranch house from which

H. ELMO FONES ET AL-----to-----ALBERT SCHNABEL.

Deed, recorded in Deed Record Book 15 pages 131-4.
Continued 1.....

a Post 8 in dia bears N $24\frac{1}{2}$ W. 24 feet. Thence W. 473 yards to a stake from which a Post Oak 8 in dia bears S. 366, $29\frac{1}{2}$ feet and a Post Oak 4 in dia bears N. $81\frac{1}{2}$ W. 11 feet; Thence N 791 yards to the East side of the pole bridge over the spring back $2357-\frac{1}{3}$ yards to a stake from which a hackberry 8 in dia bears N 70 E. 4 feet and a pecan 40 in dia bears S. $64\frac{1}{2}$ E. 45 feet; Thence E 29 yards to a stake on the Guadalupe River on the high ground about 25 feet from the waters edge from which a Box Elder 16 in dia bears S. $10\frac{1}{2}$ W $11\frac{1}{2}$ feet and a pecan 40 in dia bears S. $64\frac{1}{2}$ W. 46 feet; Thence down the river with its meanders to the place of beginning being about 102 acres in Guadalupe County and 98 acres in Gonzales County.

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances thereto in any wise belonging unto the said Albert Schnabel his heirs and assigns forever and we hereby bind ourselves our heirs, executors and administrators to Warrant and Forever Defend all and singular the said unto the said Albert Schnabel his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property premises and improvements until the above described notes and all interest thereon are fully paid according to their face and tenor, effect and reading, when this deed shall become absolute.

Witness our hands at Houston this the 1st day of May A.D. 1899.

Henry Elmo Fones
William Wallace Fones
Mrs. Sadie V. Fones
Mrs. Clara Fones

THE STATE OF TEXAS, |
COUNTY OF GONZALES. |

Before me W. M. Atkinson a Notary Public in and for said County and State, on this day personally appeared Henry Elmo Fones known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this
25th day of April 1899.

(SEAL)

H. ELMO FONES et al. - - - - - to - - - ALBERT SCHNABEL

DEED in Book 15, pages 131 - 134, Continued 2.

THE STATE OF TEXAS, |

COUNTY OF HARRIS. |

Before me E. B. H. Schnieder a Notary Public in and for said County and State on this day personally appeared William Wallace Fones and Mrs Cora Fones wife of William Wallace Fone and also Mrs. Sadie Fones wife of Henry Elmo Fones, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the said Mrs. Cora Fones wife of the said William Wallace Fones and Mrs. Sadie V. Fones wife of the said Henry Elmo Fones all of the County of Harris, State of Texas having been examined by me privily and apart from their husbands, and having the same fully explained to them she the said Mrs. Cora Fones and Mrs. Sadie V. Fones acknowledged such instrument to be their act and deed and declared that they had willingly signed the same for the purposes and consideration therein expressed and that they did not wish to retract it.

Given under my hand and seal of office this first day of May. A. D. 1899.

(SEAL)

E. B. H. Schneider,

Notary Public, Harris County, Texas

ALBERT SCHNABEL - - - to b- - - L. G. DENMAN

DEED dated Aug. 7, 1901, Filed Sept. 11, 1901, and
Recorded in Deed Record Book 18, pages 583 - 584.

THE STATE OF TEXAS, |

COUNTY OF GONZALES. |

KNOW ALL MEN BY THESE PRESENTS:

That I, Albert Schnabel of the County of Gonzales, State of Texas for and in consideration of the sum of Four thousand Dollars to me secured to be paid by Leroy G. Denman of Bexar County, Texas as follows: by his note of this date payable to me on the first day of January 1902 for the sum of Four Thousand Dollars, have Granted, Sold and Conveyed and by these presents do Grant, Sell and Convey unto the said Leroy G. Denman of the County of Bexar, State of Texas all that certain tract of land containing two hundred acres situated partly in Guadalupe and partly in Gonzales Counties, State of Texas bounded North by the Guadalupe river, West by land of said Denman and partly by land of Hermann, South by land of said Hermann and East by land of Soefge and being the same land conveyed by Moore and Wife to Henry and William Fones by deed recorded. Record for Deeds Guadalupe County Vol. No. 11. page 474 - 475 and Gonzales County Vol. 58, page 338, 339, 340 and conveyed by said Fones and their wives to me by deed recorded Record for Deeds Gonzales County, Texas Book 60, pages 71 - 72, to all which deeds reference is here made for full description.

TO HAVE AND TO HOLD the above described premises together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said Leroy G. Denman his heirs and assigns forever; And I do hereby bind myself my heirs, exeuctors and administrators, to Warrant and Forever Defend, all and singular the said premises unto the said Leroy G. Denman, his heirs and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to its face and tenor, effect and reading when this deed shall become absolute. And I further for myself my heirs and representatives covenant with said Denman his heirs and assigns that said premises are free from any and all liens and incumbrances and that I am sole owner thereof and have full right to convey same.

ALBERT SCHNABEL - - - TO - - - L. G. DENMAN

DEED in Book 18, pages 583 - 584., -- Continued 1.

Witness my hand at Gonzales this seventh day of August A. D. 1901.

Albert Schnabel.

THE STATE OF TEXAS, |
COUNTY OF GONZALES. |

Before me W. M. Atkinson a Notary Public, in and for Gonzales County, Texas, on this day personally appeared Albert Schnabel known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 7th day of Aug. A. D. 1901.

W. M. Atkinson,

(SEAL)

Notary Public, Gonzales County, Texas.

THE STATE OF TEXAS, |
COUNTY OF GONZALES. |

I, T. R. Wright Clerk of the County Court of said County do hereby certify that the foregoing instrument of writing, dated on the 7th day of Aug. A. D. 1901, with its Certificate of Authentication was filed for record in my office this 7th day of Aug. A. D. 1901 at 11 o'clock A. M. and duly recorded the 12th day of Aug. A. D. 1901 at 4:15 o'clock P. M. in the Deed Records of said County, in Volume 65 on pages 178 - 179.

Witness my hand and the Seal of the County Court of said County at Office in Gonzales the day and year last above written.

(SEAL)

T. R. Wright, Clerk County Court
Gonzales County, Texas

ALBERT SCHNABEL-----TO-----LEROY G. DENMAN.

Release, Dated _____, Filed November 9, 1904, Recorded in Deed Record Book 25, pages 79-80.

THE STATE OF TEXAS, |

COUNTY OF GONZALES. |

Received of Leroy G. Derman Four

Thousand (\$4000) Dollars in full settlement of the vendor's lien note mentioned in the deed from me to him, dated August 7, 1901, recorded in deed record Gonzales County, Texas, Vol. 65, pp. 178 to 179; and Guadalupe County, Book 18, pp. 583 to 584, said deed conveying to said Derman two hundred acres of land in Gonzales County, Texas, part of the Capote tract.

Albert Schnabel.

THE STATE OF TEXAS, |

COUNTY OF GONZALES. |

Before me, the undersigned authority, on

this day personally appeared Albert Schnabel, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 29 day of Dec. A. D. 1904.

(SEAL)

T. W. Hodges, J. P. & Ex officio
Notary Public in and for Gonzales
County, Texas.

Alex Moore and wife Mary L. Moore, by John Moore, their Attorney in fact,
-- to -- Leroy G. Denman.

Contract of Sale, dated 9/22/97, Filed 9/27/97, and recorded
in Deed Book #12, p. 14-17.

Consideration: Binds grantors to execute Deed to grantee on or before
11/1/97 to land below described on grantee complying with
these terms: Paying \$25.00 cash and giving 35 notes of ~~that~~
date 9/22/97, each for \$500.00, Nos. 1 to 17 due on or before
12/1/07, and Nos 18 to 35, inclusive, due on or before 12/1/12,
all payable to Alex Moore, bearing 6% interest from 12/1/97 and
providing for 10% Attorneys Fees.

Description:

The legal and equitable title in fee simple to the following
real estate situated partly in Guadalupe and partly in Gonzales
County, State of Texas, to-wit: 876-1/4 acres of land situated
in Guadalupe County, Texas, part of the Jose Dela Baum six
league grant and a portion of 5900 acres set apart to Daniel
Tyler in the partition of the Capote Farm; beginning at a stake
on the north boundary of the Seguin and Gonzales ~~County~~ road
and on the west boundary of a tract of 200 acres conveyed to
H. E. and W. W. Fones, 405 feet north of its south-west corner
from which a post oak 30 ins. in dia. bears N. 89 W., 14 feet
and an elm 22 inches in dia. bears N. 25 W: thence with said
road S. 77-1/2 W. 350 feet, N. 68-1/2 W., 800 feet N. 76 W. ~~588~~
588 feet to a stake S. 21-1/2 W. about 210 feet from the Gum
Spring from which a post 16 inches in dia. bears S. 25 E. 14
~~feet~~

Alex Moore and wife Mary L. Moore, by John Moore, their Attorney in fact,
-- to -- Leroy G. Derman.

Contract of Sale dated 9/22/97, (12,p.14-17)

Description Continued:

feet: thence N. 87 W. 433 feet: thence N. 40 W. 815 feet to a stake from which a post oak 13 inches in dia. bears N. 50 E. 17-1/2 feet and a hickory 13 N. 71 W. 25 feet: thence N. 64 W. 341 feet, N. 85-1/2 W. 579 feet S. 83 W. 1302 feet to a stake 235 feet N. 15 E. from the south-east corner of a tract of 503-1/4 acres conveyed to L. P. David from which a post oak 8 inches in dia. bears S. 32-1/2 E. 26 feet and a post oak 16 inches in dia. bears N. 30 E. 65 feet: thence with the north-east line of L.P. David's 508 1/4 Ac. N. 15 E. 10,029 ft to N.E. corner on the south bank of the Guadalupe River from which a box elder 6 inches in dia. bears S. 47 E. one foot: thence down the present channel of the Guadalupe River with its meanders about 1960 yards to its intersection with an old channel of the river through which the river ran a few years ago: thence down said old channel of the river to its intersection with the present channel a short distance south of the first named intersection: thence down the present channel to the most north-east corner of the aforesaid 200 acres conveyed to H. E. and W. W. Pones, a stake set about 25 feet from the water from which a box elder 16 inches in dia. bears S. 10-1/2 W. 11-1/2 feet and a pecan 40 inches in dia. bears S. 64-1/2 W. 45 feet: thence W. 87 feet to the north-west

Moore and wife Mary L. Moore, by John Moore, their attorney, in fact,
-- to -- Leroy G. Denman.

Contract of Sale dated 9/22/97, (12,p.14-17).

Description Continued:

corner of said 200 acres from which a hackberry 8 inch. in dia.
bears N. 70 E. 4 feet and a pecan 40 in dia. bears S. 64 E. 45
feet: thence with the west line of said 200 acres S. 6620 feet ~~th~~
to the beginning. The above field notes being furnished by
A. M. Erskine upon an actual survey made by him September 13th
14th and 15th 1897. The line above described from the beginning
corner to L. P. David's line to be the boundary line between
the land herein conveyed and the said public ~~lan~~ road, the
said public road to be adjusted thereto.

Note:

It is stated that the notes above described are part of the
money owing by said Alex Moore and wife to the Scottish-
American Mortgage Company, Limited, and are to be transferred
to it which is the consideration for its release of said
Denman from their trust~~es~~ deed, recorded in Gonzales County,
Texas, in Vol. I, pages 49 to 54, and in Guadalupe County,
Texas, Vol. F. pages 407-413.

Acknowledgement taken by Geo. Huntress, Notary Public, Bexar County, Texas,
9/25/97, regular form and as such attorney in fact.

ALEX MOORE AND WIFE- - - - -TO- - - - -L. G. DENMAN.

22

Deed dated September 1897, filed November 3, 1897, recorded
in deed record book 12, pages 118-122.

STATE OF TEXAS,

COUNTY OF BEXAR.

In consideration of the sum of Seventeen Thousand Five Hundred and Twenty-five (\$17,525.00) Dollars, \$2500 of which has been paid to us in Cash, and the balance to be paid by Leroy G. Denman according to and is evidenced by his 35 promissory notes, numbered (1) to (35) inclusive, of one of which the following is a correct copy. No. 1 \$500.00 San Antonio, Texas, Sept. 22nd 1897, On or before the first day of December 1907 I, we or either of us promise to pay to the order of Alex Moore at the office of E.B.Chandler in the City of San Antonio, Bexar County, Texas, in United States Gold Coin of the present standard weight and fineness Five Hundred Dollars, for value received and with six percent interest per annum after December 1st 1897 until paid, payable annually. This note is given for a part of the purchase money for 876½ acres of land out of the Jose de la Baume grant, lying in Guadalupe and Gonzales Counties, Texas, a part of what is known as the "Capote Farm" this day sold and conveyed to me by the said Alexander Moore and Mary L. Moore and for the payment hereof together with the interest hereon a Vendor's Lien is acknowledged. On failure to pay any of the annual installments of interest on this note upon demand within thirty days after same becomes due, then all of the notes of even date herewith between the parties hereto both principal and interest to that time may become due and payable to the option of the holder or holders thereof. And in case this note, principal and interest or either, is not paid when due and is placed in the hands of an attorney for collection, then ten per cent of the amount then due hereon shall be added thereto at attorneys fees and collected as a part hereof but presentation to administrator, executor or other personall representative is allowed, shall not entitle the holder or other person to any attorneys fees. I reserve the right to pay the note at any time by paying the principal and interest to date of such payment.

(SIGNED) Leroy G. Denman.

Except that those numbered (18) to (35) inclusive read "or or before the first day of December 1912" instead of "on or before the first day of December 1907" as in the note above copied, we Alexander Moore and his wife, Mary L. Moore have this day granted, bargained sold and conveyed, and do hereby grant, bargain sell and convey

EX MOORE AND WIFE- - - - -TO- - - - -L. G. DENMAN.

Deed recorded in deed record book 12, page 118-122. Con. 1.....

unto said Leroy G. Denman his heirs and assigns the legal and equitable title in fee simple to the following real estate situated partly in Guadalupe and partly in Gonzales Counties, State of Texas, to-wit:

876 $\frac{1}{2}$ acres of land situated in Guadalupe County, Texas part of of the Jose de la Baume six leagues grant and a portion of 5900 acres set apart to Daniel Tyler in the partition of the Capote Farm, BEGINNING at a stake on the North boundary of the Seguin and Gonzales road and on the West boundary of a tract of 200 acres conveyed to H. E. and W. W. Fones, 405 feet north of its Southwest corner, from which a Post oak 30 in in dia brs N. 89 W. 14 feet and an elm 22 inches in diameter brs N. 25 W.; Thence with said road S 77 $\frac{1}{2}$ W 350 feet N. 68 $\frac{1}{2}$ W 800 feet N. 76 W 588 feet to a stake S. 21 $\frac{1}{2}$ W. about 210 feet from the Gun Spring from which a post oak 16 in in dia brs. S. 25 E. 14 feet; Thence N. 87 W. 433 feet Thence N. 40 W 815 feet to stake from which a post oak 13 inches in diameter brs. N. 50 E. 17 $\frac{1}{2}$ feet and a hickory 13 N. 71 W 25 feet Thence N. 64 W 341 feet, N. 85 $\frac{1}{2}$ W. 579 feet S. 88 W. 1302 feet to a stake 285 feet N. 15 E. from the South east corner of a tract of 503 $\frac{1}{4}$ acres conveyed to L. P. David from which a post oak 8 in in diameter brs S. 32 $\frac{1}{2}$ E 26 feet and a post oak 16 in in dia brs N. 80 E. 65 feet; Thence with the northeast line of L. P. David's 503 $\frac{1}{4}$ acres N. 15 E. 1029 feet to its northeast corner on the south bank of the Guadalupe River, from which a box elder 20 in in dia brs S 27 $\frac{1}{2}$ E. 30 feet and a box elder 6 inches in diameter brs. S. 47 E. one foot; Thence down the present channel of the Guadalupe River with its meanders about 1960 yards to its intersection with an old channel of the river through which the river ran a few years ago. Thence down said old channel of the river to its intersection with the present channel, a short distance south of the first named intersection; Thence down the present channel to the most northeast corner of the aforesaid 200 acres conveyed to H. E. and W.W. Fones a stake set about 25 feet from the water from which a box elder 16 inches in diameter brs. S. 10 $\frac{1}{2}$ W. 11 $\frac{1}{2}$ feet and a pecan 40 inches in diameter brs. S. 64 $\frac{1}{2}$ W. 46 feet Thence West 87 feet to the northwest corner of said 200 acres from which a hackberry 8 in in dia brs N. 70 E. 4 feet and a pecan 40 inches in diameter brs. S. 64 E. 45 feet; Thence with the west line of said 200 acres South 6620 feet to the beginning. The above field notes being furnished A. M. Erskine upon an actual survey made by him September 13th 14th and

ALEX MOORE AND WIFE- - - - -TO- - - - -L. G. DENMAN.

Deed recorded in deed record book 12, page 118-122. Con. 2.....

15th 1897; the line above described from the beginning corner to L. P. Davids line to be the boundary line between the land herein conveyed and the said public road. the said to be adjusted thereto:

TO HAVE AND TO HOLD said land unto said Leroy G. Denman, his heirs and assigns forever in fee simple title reserving however a vendor's lien upon the property aforesaid to secure the payment of said notes according to their tenor and effect, and we bind ourselves our heirs and representatives to forever Warrant and Defend the title thereto unto the said Leroy G. Denman his heirs and assigns against the claims of all persons legally claiming or to claim the same or any part thereof, and we further covenant for ourselves, our heirs and representatives with said Leroy G. Denman his heirs and assigns that we are the sole owners of said property in fee simple by good and perfect title that we have full right to convey same and that same is free from all incumbrances. It is further agreed that upon payment of the annual interest or upon payment of any of said notes said Leroy G. Denman his heirs representatives or assigns paying same, shall be entitled to an acknowledgement of such payment duly acknowledged for record according to the laws of Texas, such acknowledgement to be made by the Scottish American Mortgage Company, Limited, or its duly accredited agent and when so made shall be conclusive evidence of such payment upon the holders of such notes. The notes aforesaid represent a portion of the money we owe the Scottish American Mortgage Company, Limited, and are to be transferred to said Company which transfer is the consideration of the release to said Denman by said Company of the land herein conveyed from their trust deed recorded in Gonzales County, Texas, in Vol. "I" pages 49 to 54 and in Guadalupe County, Texas, in Vol. F pages 407 to 413 and the holders of said notes white unpaid and said Denman his heirs and assigns as they are paid shall be and become subrogated to the rights of the holders of the notes secured by said trust as to the land herein conveyed; the lien of said trust but not the power of sale, being continued in full force and represented in the Vendor's Lien herein reserved for that purpose.

Witness our signatures this 22nd day of September 1897.

Alex Moore
May L. Moore.

ALEX MOORE-AND WIFE- - - - -TO - - - - -L. G. DENMAN.

Deed recorded in deed record book 12, page 118-122. Con. 3.....

STATE OF TEXAS, |
COUNTY OF BEXAR. |

Before me the undersigned authority on this day personally appeared Alexander Moore, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 27th day of Sept. 1897.

Vol. B.
No. 3110

(SEAL)

John Stevens Notary Public
Bexar County, Texas.

U. S. CONSULATE
DURICH SWITZERLAND. |

Before me the undersigned authority on this day personally appeared Mary L. Moore, wife of Alexander Moore, known to me to be the person whose name is subscribed to the foregoing instrument and having been examined by me privily and apart from her husband and having the same by me fully explained to her she, the said Mary L. Moore wife of Alexander Moore acknowledged such instrument to be her act and deed and she declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

Given under my hand and seal of office this 11th day of October 1897.

(SEAL)

A. Lieberknecht
U. S. Consul. ®

Alexander Moore and wife Mary L. Moore -- to -- Scottish American Mortgage Company, Limited.

Transfer dated 9/22/97, Filed 11/13/97, and recorded in Deed Record Book #12, page 158-160.

Consideration: It is recited that for good and valuable considerations, grantors transferred to grantee "Thirty-five (35) certain land notes executed by Leroy G. Denman in favor of Alex Moore, in the sum of \$500.00 each, dated September 22nd, 1897, and bearing interest from December 1st 1897 at the rate of 6% per annum payable annually together with an attorneys fee of 10% and due, the first seventeen (numbered from (1) to (17) inclusive) on or before December 1st 1907, and the remaining eighteen (numbered from (18) to (35) inclusive) on or before December 1st 1912; said notes having been executed in part payment for" ~~xxxxx~~ * * land fully described below.

Description:

876-1/4 acres of land situated partly in Guadalupe and partly in Gonzales Counties, Texas, out of the Jose de la Baume six leagues grant, and being a portion of division #2 of the Capote Farm, said land and notes being fully set out and described in deed duly executed by us to the said Leroy Denman, bearing date September 22nd 1897, and of record in said Guadalupe ~~County~~ and Gonzales Counties, Texas, and which is referred to and made a part hereof for a further description.

Knowledge of Alexander Moore taken by John Stevens, Notary Public, Bexar County, Texas, 9/27/97, regular form, and of Mary L. Moore taken by A. Lieberknecht, U. S. Consul at U. S. Consulate, Zurich Switzerland, 10/11/97, regular form.

THE SCOTTISH AMERICAN MTG. CO. -- to -- MARY L. MOORE ET AL.

Transfer of lien, Dated September 21st, 1897, Filed
November 3rd. 1897, Recorded in Deed of Trust Book
H. pages 493-495.

STATE OF TEXAS

COUNTY OF BEXAR

WHEREAS, Mary L. Moore joined by her husband Alexander Moore for the purpose of securing the payment of one certain principal promissory note for the sum of Forty Thousand Dollars executed by Alex Moore in favor of the Scottish American Mortgage Company Limited, dated at San Antonio, Texas, March 2nd 1891 due March 1st, 1896, and five interest notes of even date with said principal notes executed by said Alex Moore, each for the sum of \$3600.00 due respectively March 1st, 1892, March 1st, 1893, March 1st 1894, March 1st, 1895, March 1st, 1896 and representing the interest on above described principal note to its maturity, all of which notes still unpaid are held by said company, did convey unto E.B. Chandler by Deed of Trust duly recorded in the records of Guadalupe County, Texas, in Volume "F" page 407- to 413, and in the records of Gonzales County, Texas in Volume "I" pages 49 to 54 all that certain tract or parcel of land described in said Deed of Trust, being and lying in the counties of Guadalupe and Gonzales, and State of Texas, and Whereas the notes executed by said L. B. Denman as consideration therefor have been at the date of the delivery of this instrument transferred to said company,

NOW THEREFORE, know all men by these presents that the said The Scottish American Mortgage Company, Limited, beneficiaries in said Deed of Trust, for and in consideration of the above named premises, does hereby remise, set over, release unto the said Leroy G. Denman, his heirs and assigns the following described tract of land and none other forever free and quit of said Deed of Trust as follows, to-wit:

A survey of 876 $\frac{1}{4}$ acres of land situated in Guadalupe and Gonzales Counties, Texas, part of the Jose de la Baum six leagues grant and a portion of 5900 acres set apart to Daniel Tayler in the partition of the Capote Farm. BEGINNING at a stake on the North boundary of the Seguin and Gonzales Road, and on the West boundary of a tract of 200 acres conveyed to H.E. and W.W. Jones 405 North of its S.W. corner from which a post oak 30 inches in dia. bears N. 89 W. 14 ft. and an Elm 22

THE SOCTTISH AMERICAN MTG. CO -- to -- MARY L. MOORE ET AL

Transfer, Recorded in Deed of Trust Book H, pp. 493-5
Continued.....1

inches in dia. brs. N. 25 W. Thence with said Road S. $77\frac{1}{2}$ W. 350 feet N. $68\frac{1}{2}$ W. 800 feet, N. 76 W. 588 feet to a stake, S. $21\frac{1}{2}$ W. about 210 feet from the Gum Spring from which a post oak 16 inches in dia. bears S. 25 E. 14 feet. Thence N. 87 W. 433 feet, Thence N. 40 W. 815 feet to a stake from which a post oak 13 inches in dia. bears N. 50 E. $17\frac{1}{2}$ feet and a Hickory 13 N. 71 W. 25 feet, Thence N. 64 W. 341 feet, N. $85\frac{1}{2}$ W. 579 ft. S. 88 W. 1302 ft. stake 285 feet, N. 15 E. from the S.E. corner of a tract of $503\frac{1}{4}$ acres conveyed to L.P. David, from which a post oak 8 inch. in dia. bears S. $32\frac{1}{2}$ E. 26 feet, and a post oak 16 inch. in dia. bears N. 80 E. 65 feet. Thence with the N.E. line of L.P. David $503\frac{1}{4}$ acres N. 15 E. 10,029 feet to its N.E. corner on the South bank of the Guadalupe River with its meanders about 1960 yards to its intersection with an old channel of the river through which the river ran a few years ago. Thence down said old channel of the river to its intersection with the present channel of River a short distance South of the first named instersction, Thence down the present channel to the most N.E. corner of the aforesaid 200 acres conveyed to H.E. and W.W. Jones a stake set about 25 feet from the waters edge, from which a box elder 16 inch. in dia. bears S. $10\frac{1}{2}$ W. $11\frac{1}{2}$ feet and a pecan 40 inch. in dia. S. $64\frac{1}{2}$ W. 46 feet. Thence W. 87 feet to the N.W. corner of said 200 acres from which a hackberry 8 inches in dia. bears N. 70 E. 4 feet and a pecan 40 inches in dia. bears S. 64 E. 45 feet. Thence with the West line of said 200 acres South 6620 feet to the beginning. Surveyed by A.M. Erskine September 13th, 14th, and 15th, 1897.

It being expressly understood, however, that the lien secured by said Trust Deed is to remain in full force as security for the notes executed by said Denman to the extent of the amount of said notes as representing a portion of the original indebtedness.

In witness whereof, the said The Scottish American Mortgage Company, Limited, beneficiary, acting by and through its Attorney in fact, Henry I. Sheldon, hereunto subscribes its name in Chicago, this the 21st day of September, 1897.

THE SCOTTISH AMERICAN MORTGAGE COMPANY, LIMITED

By Henry I Sheldon (L.S.)
Its Attorney in fact.

D

THE SCOTTISH AMERICAN MTG. CO. -- to -- MARY L. MOORE ET AL.

Transfer, Recorded in Deed of Trust Book H.
pp. 493.495, Cont'd.....2.

STATE OF ILLINOIS

COUNTY OF COOK

Before me the undersigned authority on this day personally appeared Henry I Sheldon, attorney in fact for the Scottish American Mortgage Company Limited, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed such as the attorney in fact for the purposes and consideration therein expressed., and acknowledged the same to be the act of said Scottish American Mortgage Company, Limited.

Given under my hand and seal of office this Eleventh day of October 1897.

(SEAL)

Albert L. Carson, Notary
Public, Cook County, Illinois.

THE SCOTISH AMERICAN MORTGAGE COMPANY LIMITED-----TO---L. G. DENMAN.

Release, Dated March 20th, 1906, Filed April 4th, 1906, and
Recorded in Deed Record Book 26, pages 580-581.

THE STATE OF ILLINOIS

COUNTY OF COOK.

Know All Men By These Presents: That
Whereas on the 22nd day of September, 1897, Leroy G. Denman
executed this thirty five (35) certain promissory notes for
the sum of \$500.00 each in favor of Alex Moore, the first
seventeen notes payable on or before December 1st, 1907, and
the last eighteen notes payable on or before December 1st,
1912, bearing six per cent interest from December 1st, 1897,
until paid, interest payable annually, and Whereas, said note
were secured by a vendor's lien upon 876-1/4 acres of land out
of the Jose de la Baume Grant, lying in Guadalupe and Gonzales
Counties, Texas, a part of what is known as the "Capote Farm"
as appears by a deed dated September 22nd, 1897, from Alex
Moore and wife, Mary L. Moore, to Leroy G. Denman, recorded
in Book 11, pp. 118-122, Records of Gonzales County, Texas,
and in Book 12, pp. 158-160, Records of Guadalupe County,
Texas, said deed and the record thereof being made a part here-
of for further description; And whereas, by instrument in
writing dated September 22nd, 1897, and recorded in the
Records of Gonzales County, Texas, in Book 56, pp. 140-141,
and in the Records of Guadalupe County, Texas, in Book 12,
pp 158-160, the said Alex Moore and wife, Mary L. Moore, did
sell transfer, convey and assign unto the Scottish American
Mortgage Company Ltd. the thirty five promissory notes
executed by L. G. Denman, above described, together with the
superior legal title remaining in them by virtue of the re-
tention of the vendors lien in deed set out above; And Where-
as, said promissory notes and all interest matured at this
date, have been paid to Scottish American Mortgage Company
Ltd, the legal owner and holder thereof: Now Therefore, The
Scottish American Mortgage Company, Ltd., hereby declares
said notes paid in full and the above described lien is here-
by released.

In Testimony Whereof, The Scottish American Mortgage
Company, Ltd., acting by and through its Attorney-in Fact
John A. Jameson, has hereunto subscribed its name in Chicago
this 20th day of March, A. D. 1906.

The Scottish American Mortgage
Company Limited.

By John A. Jameson. (SEAL) Its Attorney
in Fact.

THE SCOTISH AMERICAN MORTGAGE COMPANY LIMITED----TO---L. G. DENMAN.

Release, in Deed Record Book 26, pages 539-581...Continued 1.

THE STATE OF ILLINOIS,
COUNTY OF COOK.

Before me, the undersigned authority,
on this day personally appeared John A. Jameson, Attorney-in-
fact for The Scottish American Mortgage Company Ltd., known to
me to be the person whose name is subscribed to the foregoing
instrument and acknowledged to me that he executed the same as
such attorney-in-fact for the purposes and consideration there-
in expressed, and acknowledged the same to be the act of the
said The Scottish American Mortgage Company, Ltd.

Given under my hand and seal of office this 23rd day
of March A. D. 1906.

(SEAL)

Albert L. Carson, Notary Public, Cook County,
Illinois.

SEGUIN TEXAS

ALEX MOORE & WIFE-----to-----L. P. DAVID.

Deed, dated April 13th 1897, filed July 5th 1897, recorded
in Deed Record Book 11 pages 504-6.

THE STATE OF TEXAS)

COUNTY OF BEXAR)

KNOW ALL MEN BY THESE PRESENTS:.

That We Mary D. Moore and husband Alexander Moore of the
City and County of New York ~~for~~ State of New York, for and in
consideration of the sum of Ten Thousand and Sixty Five (10065.00)
Dollars paid and secured to be paid by L. R. David as follows:

\$700.00 Dollars cash in hand paid, the receipt whereof
is hereby acknowledged and the execution by the said L. P. David
of his six certain promissory Vendor's Lien notes each dated
San Antonio Texas, April 13, 1897, one for the sum of \$800.00
due on or before May 1st, 1898, one for \$800.00 due on or before
May 1st, 1899, one for \$1000.00 due on or before May 1st, 1900
one for \$1500.00 due on or before May 1st 1901, one for \$2600.00
due on or before May 1st 1902, One for \$2665.00 due on or before
May 1st 1903, all of said notes payable to the order of Alex.
Moore at the office of E. B. Chandler in San Antonio, Bexar
County Texas, in United States Gold Coin, of the present standard
weight and firmness with 6% interest per annum from May 1st 1897
payable annually; each of said notes being given for a part of
the purchase money for the land hereinafter conveyed and acknow-
ledged a Vendors Lien thereon providing for the maturing of
all of said notes at the option of the holder or holders there-
of in case default is made in the payment of any of the annual
installments of interest and for 10% attorneys fees if placed
in hand of attorney for collection have Granted Sold and Con-
veyed and by these presents do Grant, Sell and Convey unto the
said L. P. David of the county of Gonzales and State of Texas
all that certain tract or parcel of land of 503 $\frac{1}{4}$ acres situated
in Guadalupe County Texas part of the Jose de la Baume Six Lea-
gue grant and a portion of Subdivision No 2 the partition of the
"Capote" Farm described as follows:

ALEX MOORE & WIFE-----to-----L. P. DAVID.

Deed, recorded in Deed Record Book 11 pages 504-6.
Continued 1.....

Beginning at the N. W. corner of said subdivision No 2 on the South bank of what is now the old channel of the Guadalupe River from which a Water Elm 20" dia. brs. S 15 deg. W 10 vrs. or 27 $\frac{3}{4}$ feet and Hackberry 10" dia. brs. S 40 W 5-1/5 vrs 14 $\frac{1}{2}$ ft. Thence with the western boundary of said subdivision No. 2 S 15 deg. W 2339 yards to the Spring Branch 3022-2/3 yds. to a stake 12-2/3 yds N 15 deg. E from the corner of said subdivision No. 2 on the Leesville Road from which a Post Oak 8 in. dia. brs. S 52 $\frac{1}{2}$ deg. W 27 ft. and a Post Oak 12" dia. brs. S 45 deg. E 61-1/2 ft. Thence S 75 deg. E 715-1/3 yds. to a stake from which a Post Oak 11 inches dia. brs S 25 deg. W 6 $\frac{3}{4}$ ft. and a Post Oak 5 inches dia. brs. N 65 $\frac{1}{2}$ deg. E 20 ft. Thence N. 15 deg. E at 778 yds. the center of the Spring Branch at 1053 yds to diel fence 3438 yds. to the Guadalupe River where a stake was set about 6 ft. from the edge of the water from which a Box Elder 6 in. in dia. brs. S 47 deg. E 1 foot and a Box Elder 20 in. dia. brs. S 27 $\frac{1}{2}$ deg. E 30 ft. Thence up the river with its meanders to its intersection with the old channel of the river and up said old channel with its meanders to the place of beginning, the perpendicular front on the river old and present bid being 720 yds.

To Have and To Hold the above described premises together with all and singular the rights and appurtenances thereto in anywise belonging unto the said L. P. David his heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators to Warrant and Forever Defend all and singular the said premises unto the said L. P. David his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. But it is expressly agreed and stipulated that the Vendors Lien is retained against the above described property premises and improvements, until the above described notes, and all interest thereon are fully paid according to their face and tenor, effect and reading thereof, when this deed this shall become absolute.

Witness our hands at this the 13th day of April 1897,

ALEX MOORE & WIFE-----to-----L. P. DAVID.

Deed, recorded in Deed Record Book 11 pages 504-6.
Continued 2.....

Witness at Request of Grantor)	Mary L. Moore
Eugene Germain as to)	
Mrs. Mary L. Moore.)	Alexander Moore.

THE STATE OF TEXAS)
COUNTY OF BEXAR)

Before me John J. Stevens a Notary Public in and for said County and State, on this day personally appeared Alexander Moore known to me to be the person whoses name is subscribed to the foregoing instrument and acknowledged tome that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 12 day of May 1897.

(SEAL) John J. Stevens, Notary Public Bexar County, Texas.

Consulate of The United States of America at Zurch Switzerland.

On this twenty ninth day of May 1897 before the undersigned Consul of the United States of America at Zurch aforesaid personally came Mrs. Mary L. Moore (Mary L. Moore) to me known to be the identical person described in and who executed the preceding Deed and acknowledged that she executed the same in good faith and for the purposes therein mentioned.

In testimony whereof I have hereunto subscribed my name and affixed the Seal of the aforesaid Consulate.

(SEAL) Eugene Germain, U. S. Consul at Zurich.

Alexander Moore and wife Mary L. Moore, by their Attorney-in-fact John Moore
-- to -- Scottish American Mortgage Company Limited, of Edin-
burg, Scotland.

Transfer dated 5/24/97, Filed 11/13/97, and recorded in Deed
Record Book #12, p. 160-162.

Consideration: It is recited that "for good and valuable considerations"
Grantors "sold, bargained, and conveyed" to Grantee "eleven cer-
tain Vendor's Lien Notes as follows, to-wit: 1st. Five notes
executed by Henry Elmo Fones and William Wallace Fones, dated
San Antonio, Texas, April 13th, 1897, two for the sum of \$400.00
each one for the sum of \$450.00, one for the sum of \$550.00, and
one for the sum of \$350.00, due respectively on or before May
1st, 1899, 1900, 1901, 1902, and 1903, payable to the order of
Alex Moore, at the office of E. B. Chandler in San Antonio,
Bexar County, Texas, in United States Gold Coin of the present
standard weight and fineness, together with interest at the rate
of 6% per annum from May 1st 1897 until paid, payable annually
on May 1st of each year, together with 10% attorneys fees if
placed in the hands of an attorney for collection, and providing
for the maturing of all of said notes at the option of the holder
in case default is made in the payment of any annual installment
of interest; said notes having been executed in part payment of
the following described tract of land"* * * (said description
given below and marked "Tract No. 1"). And, "Six notes executed
by L. P. David, dated San Antonio, Texas, April 13th 1897, two
for the sum of \$800.00 each, one for the sum of \$1000.00, one

Alexander Moore and wife Mary L. Moore, by their Attorney-in-fact John Moore
--to-- Scottish American Mortgage Company, Limited.
Transfer dated 5/24/97, (#12, p.160-152). Continued.

Consideration Continued: (1)

for the sum of \$1500.00, one for the sum of \$2600.00, and one
for the sum of \$2665.00, due respectively on or before May st,
1898, 1899, 1900, 1901 and 1903, payable to the order of Alex
Moore at the office of E. B. Chandler in the City of San Antonio
Bexar County, Texas in United States Gold Coin of the present
standard weight and fineness, together with interest at the rate
of 6% per annum from May 1st 1897, until paid, payable annually
on May 1st of each year, together with 10% attorneys fees if
placed in the hands of an attorney for collection, and providing
for the maturing of all of said notes at the option of the hold-
er thereof in case default is made in the payment of any annual
installment of interest; said notes having been executed in part
payment of the following described tract of land" * * * (said
land is described below and marked "Tract No. 2").

Description:

Tract No. 1.

The following described tract of land situated in the Counties
of Gonzales and Guadalupe, state of Texas, and being 200 acres
of land a portion of the Jose de la Baume six leagues grant, and
a part of subdivision No. 2 in the partition of the Capote Farm.

Tract No. 2.

The following described tract of land situated in Guadalupe Coun-
ty, ~~XXXX~~ State of Texas, being 503-1/4 acres of land, a part of
the Jose de la Baume six league grant, and a subdivision No. 2

Alexander Moore and wife Mary L. Moore, by their Attorney-in-fact John Moore
-- to -- Scottish American Mortgage Company, Limited.

Transfer dated 5/24/97, (#12,p.160-162). Continued.

Description Continued: (2)

in the partition of the Capote Farm. Said land and notes being fully set out and described in Deeds executed by Alex Moore and Mary L. Moore to the said Henry Elmo Fones and William Wallace Fones, and L. P. David, respectively, dated April 13th 1897.

Acknowledgement:

State of Texas, **
*
County of Guadalupe* Before me, the undersigned authority, on this day personally appeared John Moore, Attorney-in-fact for Alex Moore and Mary L. Moore, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as attorney-in-fact for the said Alex Moore and Mary L. Moore for the purposes and consideration therein expressed. Given under my hand and seal of office this 27th day of May 1897.

Walter Nolte, Notary Public,

EMXX Guadalupe County, Texas.

L.P.DAVIS - to- C.C.WALSH, Trustee for MILLER & SAYERS

Deed of Trust, Dated May 29th, 1903, Filed for record
May 30th, 1903, Recorded in Deed of Trust Book K, pp. 416-418.

CONSIDERATION: Ten Dollars to me in hand paid by C.C. Walsh etc.

DESCRIPTION:

"That certain tract or parcel of land of 503 $\frac{1}{2}$ acres in Guadalupe County, Texas, part of the Jose de la Baume six leagues grant, and a portion of subdivision No. 2 in the partition of the "Capote Farm", described as follows: BEGINNING at the N.W. corner of said subdivision No. 2 on the south bank of what is now the old channel of the Guadalupe River, from which a water elm 20 inches in diameter bears S. 15° W. 10 varas or 27- $\frac{3}{4}$ feet, and a hackberry 10 inches in diam. brs. S. 40 W. 5 $\frac{1}{2}$ vrs. or 14 $\frac{1}{2}$ feet. Thence with the western boundary of said subdivision No. 2, S. 15° W. 2339 yds. to the Spring Branch 3022- $\frac{2}{3}$ yds. to a stake, 112- $\frac{2}{3}$ vds N. 15 E. from the corner of said subdivision No. 2 on the Leesville road from which a P.O. 8 in. diam. brs. S. 52 $\frac{1}{2}$ ° W. 27 ft. and a P.O. 12 in. diam. brs. S. 45° E. 61 $\frac{1}{2}$ ft. Thence S. 75° E. 715- $\frac{1}{3}$ yds. to a stake from which a P.O. 11 inches diam. brs. S. 25° W. 6 $\frac{1}{2}$ ft. and a p.o. 5 in. diam. brs. N. 65 $\frac{1}{2}$ ° E. 20 ft. Thence N. 15° E. at 778 yards the centre of Spring Branch, at 1053 yds. to field fence 3438 yards to the Guadalupe River where a stake was set about 6 ft. from the edge of the water from which a box elder 6 in. diam. brs. S. 47° E. 1 foot, a box elder 20 in. diam. brs. S. 27 $\frac{1}{2}$ ° E. 30 ft. Thence up the river with its meanders to the intersection with the old channel of the river, and up said old channel with its meanders to the place of beginning, the perpendicular front on the river, (old channel and present bed) being 72 yards.

THIS CONVEYANCE, however, is intended as a trust for the better securing of Miller & Sayer of the County of Gonzales, and State of Texas in the payment of one certain promissory note of which the following is a substantial copy:

"no. 10162

Gonzales, Texas, May 29, 1903.

"January 1st, 1904 after date, I promise to pay to Miller and Sayers, or order, at their office in Gonzales, Seven Thousand Dollars in United States Gold Coin of the present standard of weight and fineness, or its equivalent, with interest at the rate of 8 per cent per ann from date and ten per cent for attorney's fees, the cost of collection, if not paid at maturity.

L. P. DAVIS --- to --- C. C. WALSH, Trustee for MILLER & SAYERS
Deed of Trust, Recorded in Deed of Trust Bk.K, pp.416-418.
Continued.....1

Said note signed by L.P.Davis.

"upon payment of which said Promissory note.....this
conveyance is to become null...."

The usual powers of sale of said property etc. are
given the trustee, and the usual powers of appointing substitute
trustee, declaring lien foreclosed etc. are given the beneficiary.

ACKNOWLEDGMENT:

THE STATE OF TEXAS

COUNTY OF GONZALES

Before me, W.J.Bright a Notary Public in
and for said County and State, on this day personally appeared
L.P.Davis, known to me to be the person whose name is subscribed
to the foregoing instrument and acknowledged to me that _ execut-
ed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 29th day
of May, A.D. 1903.

(SEAL)

W.J.Bright, Notary Public,
Gonzales County, Texas.

L. P. DAVID - - - - TO - - - A. W. ERCK, et. al.

DEED dated Dec. 16, 1904, Filed Jan. 31, 1906, and
Recorded in Deed Record Book No. 26, pages 479 - 480.

THE STATE OF TEXAS,

COUNTY OF GONZALES.

KNOW ALL MEN BY THESE PRESENTS:

That I, L. P. David of the County of Gonzales and State of Texas, in consideration of the sum of Thirteen Thousand and Five Hundred (\$13,500.00) Dollars, to me in hand paid by A. W. Erck and Chas. Erck as follows, Their 10 certain promissory notes of even date herewith payable to order of L. P. David at Gonzales Texas with interest from date at rate of 7% per annum payable annually and due as follows;

Note No. 1	for \$ 500.00 due on or before Dec. 16th 1905
Note No. 2	for \$ 500.00 due on or before Dec. 16th 1906
Note No. 3	for \$1562.50 due on or before Dec. 16th 1907
Note No. 4	for \$1562.56 due on or before Dec. 16th 1908
Note No. 5	for \$1562.56 due on or before Dec. 16th 1909
Note No. 6	for \$1562.56 due on or before Dec. 16th 1910
Note No. 7	for \$1562.56 due on or before Dec. 16th 1911
Note No. 8	for \$1562.56 due on or before Dec. 16th 1912
Note No. 9	for \$1562.56 due on or before Dec. 16th 1913
Note No. 10	for \$1562.56 due on or before Dec. 16th 1914

Said notes further providing that failure to pay any installment of interest when due to mature all of said notes at option of holder, and providing also for 10% Attorney fees in case of suit or placed in hands of Attorney for collection. Have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said A. W. Erck and Chas. Erck of the County of Guadalupe and State of Texas all that certain Tract or parcel of land lying and being situated in Guadalupe County Texas, and being three Hundred and Fifty (350) acres land out of the Jose el Baume Six League Grant and also being a portion of sub division No. 2. in the Partition of the Capote Farm tract and more particularly described by metes and bounds as follows:

L. P. DAVID - - - to - - - A. W. ERCK et al.

DEED in Book No. 26, pages 479 - 480, Continued 1.

Beginning at the NW corner of said sub division No. 2 on the South bank of what is known as the old channel of the Guadalupe River from which a water Elm 20 in dia brs. S. 15 W. 10 varas and a Hackberry 10 in dia. brs. S. 4 W; 5-1/3 varas. Thence with the West line of said sub division No. 2, S. 15 W. 1935-2/3 yards to a stake for a corner on said line of Subdivision No. 2. Thence S. 75 E. 715-1/4 yards to Stake for corner on East line of tract of 503-1/4 acres land conveyed by Mary E. Moor and husband Alexander Moore. to L. P. David. Thence N. 15 E. 2401 yards along East line of said 503-1/4 acres tract to Guadalupe River where a stake was set about 6 feet from edge of water from which a Box Elder 6 in. dia. brs. S. 47 E. 1 foot and a Box Elder bears S. 27 1/2 E. 30 feet. Thence up the said River with its meanders to intersection with the old channel of the river and up said old channel with its meanders to place of beginning and containing 350 acres of land more or less. Said Tract of 350 acres land being off North End of a tract of 503 1/2 acre land conveyed by Mary E. Moore and husband to L. P. David by deed of date April 13, 1897, and recorded in Guadalupe County Deed Records Vol. No. 11 page 504 - 505 - 506 to all of which reference is made for full and more complete description.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto the said A. W. Erck and Chas Erck and their heirs and assigns forever, and I do hereby bind myself heirs executors and administrators, to Warrant and Forever Defend, all and singular, the said premises unto the said A. W. Erck and Chas Erck and theirs heirs and assigns, against the said premises unto the Said A. W. Erck and Chas Erck and their heirs and assigns, a gainst every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed and stiputlated that the Vendors Lien is retained against the above described property., premises and improvements, until the above described notes and all interest thereon are fully paid according to their face and tenor, effect and reading, when this deed shall become absolute.

Witness my hand at Gonzales Texas, this 16th day of Dec. A.D. 1904.

L.P.David.

L. P. DAVID - - - - to - - - - A. W. ERCK et al.

Deed in Book 26, pages 479 - 480, continued 2.

THE STATE OF TEXAS, |

COUNTY OF GONZALES. |

Before me, W. D. C. Jones, Notary Public in and for Gonzales County, Texas on this day personally appeared L. P. David, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 16th day of December A. D. 1904.

(SEAL)

SEGUIN TEXAS

W. D. C. Jones,

Notary Public, Gonzales County, Texas

A. W. ERCK et al - - - to - - - L. P. DAVID

DEED dated Jan. 16, 1906, Filed Jan. 31, 1906. and
Recorded in Deed Record Book No. 26, pages 480 - 482.

THE STATE OF TEXAS, |
COUNTY OF GUADALUPE. |

Whereas on the 16 day of December 1904, L. P. David, of the County of Gonzales and State of Texas, Sold and Conveyed to C. Erck and A. W. Erck of the County of Guadalupe and State of Texas, 350 acres of Land, a part of the Jose de La Baume League in Guadalupe County Texas. And Whereas, the consideration for said land was the sum of \$13,500.00 as set forth in ten certain promissory notes executed by said C. and A. W. Erck payable as recited in said deed and a Vendors Lien was retained in said deed to secure the payment of said notes:

And whereas, the said A. W. Erck and C. Erck are unable to pay said notes or any part thereof:

Now Therefore KNOW ALL MEN BY THESE PRESENTS: That we, C. Erck and A. W. Erck of the County of Guadalupe and State of Texas for and in consideration of the sum of one dollar to us cash in hand paid by the said L. P. David the receipt of which is hereby acknowledged and the cancelation and delivery to us of the said notes above mentioned, have granted sold and conveyed and by these presents do grant; sell and re-conveyed and by these presents do grant; sell and reconvey unto the said L. P. David of the County of Gonzales and State of Texas, all our rights, title and interest in and to said 350 acres of land which is described thus:

Beginning at the N. W. corner of Subdivision No. 2 of said League on the south bank of the old channel of the Guadalupe river. Thence with the W. Boundary of subdivision No. 2. S. 15 degrees W. 1985-1/3 yards, to a Stake. Thence N. 75° E. 715-1/3 yards to a stake. Thence N. 15° E. 2401 yards to the south bank of the Guadalupe river. Thence up said river with its meanders to its intersection with said old channel. Thence up said old channel to the place of beginning containing 350 acres of land.

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances thereto in anywise belonging unto the said L. P. David his heirs and assigns forever. And we do hereby bind ourselves, our heirs, executors

A. W. ERCK et al - - - to - - - L. P. DAVID

DEED in Book 26, pages 480 - 482. Continued 1.

all
administrators, to warrant and forever defend^o and singular the
said premises unto the said L. P. David, his heirs and assigns against
every person whomsoever lawfully claiming or to claim the same or
any part thereof, by through or under us.

Witness our hands this 16th day of January A. D. 1906.

WITNESS:

Louis Erck
Fredrich Piltz

C. Erck
A. W. Erck.

THE STATE OF TEXAS, |
COUNTY OF GUADALUPE. |

Before me, A. W. Dibrell, Clerk of the County
Court in and for Guadalupe, County, Texas, on this day personally
appeared C. Erck known to me to be the person whose name is sub-
scribed to the foregoing instrument and acknowledged to me that he
executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this
the 16th day of January A. D. 1906.

(SEAL)

A. W. Dibrell.

Clerk County Court, Guadalupe County, Tex.

By R. F. Wilson, Deputy.

THE STATE OF TEXAS, |
COUNTY OF GONZALES. |

Before me, the undersigned authority on this day
personally appeared A. W. Erck, known to me to be the person whose
name is subscribed to the foregoing instrument and acknowledged to
me that he executed the same for the purposes and consideration there-
in expressed.

Given under my hand and seal of office this 16th
day of January A. D. 1906.

(SEAL)

T. W. Hodges, J. P. & Ex-Officio,
Notary Public in and for County, Texas.

L. P. DAVID -----TO-----MILLER SAYERS & COMPANY.

Deed, Dated January 22, 1906, Filed January 31st, 1906, Recorded in Deed Record Book 26, pages 482-483.

THE STATE OF TEXAS 0
COUNTY OF GONZALES. 0

Know all Men by these Presents: That where- as heretofore to-wit on the 29th day of May 1903, I, L. P. David of the County and State aforesaid, did execute and deliver unto Miller & Sayers a banking firm doing business as bankers under said style and name in the city of Gonzales, my certain trust deed of said date in which C. C. Walsh was trustee, convey- ing unto the said Walsh in trust the following described property to-wit: That certain tract or parcel of land of five hundred and Three and one-fourth (503-1/4) acres in Guadalupe County Texas, part of the Jose de la Baum six league Grant and a portion of subdivision No. 2 in the partition of the Caporte Farm, described as follows: BEGINNING at the Northwest corner of said subdivision No. 2 on the South bank of what is now the old channel of the Guadalupe River from which a water elm 20 inches in diameter bears South 15 West 10 varas or 27-3/4 feet and a Hackberry 10 inches in dia. bears S. 40 W. 5-1/5 vrs. or 14-1/2 feet. Thence with the western boundary of said sub- division No. 2 S. 15 W. 2339 yards to the spring Branch 3022-2/3 yards to a stake 112-2/3 yards N. 15 E. from the corner of said subdivision No. 2 on the Leesville road, from which a P. O. 8 inches in dia. brs. S. 52-1/4 W. 27 feet and a P. O. 12 inches in dia. brs. S. 45 E. 61-1/2 feet. Thence S. 75 E. 715-1/3 yards to a stake from which a P. O. 11 inches in dia. brs. S. 25 W. 6-2/4 feet and a P. O. 5 inches in dia. brs. N. 65-1/2 E. 20 feet. Thence N. 15 E. at 778 yards the center of Spring Branch at 1053 yards to field fence 3438 yards to the Guadalupe River wherea stake was set about 6 feet from the edge of the water from which a box elder 6 inches in dia. brs. S. 47 E. 1 foot and a box elder 20 inches in dia. bears S. 27-1/2 E. 30 feet. Thence up the river with its meanders to the intersection with the old channel of the river and up said old channel with its meanders to the place of beginning, the perpendicular front on the river (old channel and present bed) being 72 yards.

And whereas said Trust Deed was so executed for the purposes of securing the payment of my promissory note of date May 29th 1903, for the sum of Seven Thousand Dollars (\$7000.00) due January 1st, 1904, with interest at the rate of 8 per cent per annum from date until paid, upon which note with accrued

L. P. DAVID-----TO-----MILLER SAYERS & COMPANY.

DEED, in Book 26, pages 482-483.....Continued 1.

interest, there is now due the sum of Seven Thousand Four Hundred and One and 75/100 Dollars which Trust Deed is duly recorded in Vol. K on pages 416-418, of the Trust Deed Records of Guadalupe County, to which reference is hereby made for description and identification; and whereas, said Trust Deed was executed subject to vendor's lien note executed by me for the purchase of land hereinbefore described, which I purchased from Alex Moore and wife Mary L. Moore by deed of date April 13th 897, and subsequently the said Miller and Sayers purchased vendors lien note Number 3 for the sum of One Thousand Dollars (1000.00) which was due May 1st, 1900, and are now the legal owners and holder thereof, and the said Miller & Sayers, for me and at my request, have paid the interest on said purchase money notes for the year 1905, amounting to the sum of Five Hundred and Forty one and 20/100 Dollars (\$541.20) and there is still due on the purchase price of said land the sum of Six Thousand Seven Hundred and Sixty Five Dollars (\$6,765.00) which is now due and unpaid:

Now Therefore, in consideration of the satisfaction of said note for Seven Thousand Dollars (\$7000.00) with accumulated interest secured by Trust Deed aforesaid, and in consideration of the satisfaction of the purchase money note held by Miller & Sayers against said land already paid by them, and of the interest on the principal paid by Miller & Sayers on December 21st, 1905, and the further consideration that they will assume and pay off the balance of said purchase money notes held by E. B. Chandler of San Antonio amounting to the sum of Six Thousand Seven Hundred and Sixty five Dollars and the surrender of my notes for 4737.00 of date May 29th, 1902, payable to them I have Granted, Sold and Conveyed, and by these presents do grant, sell and convey unto Miller, Sayers & Company of Gonzales County, Texas, the successors of the banking firm of Miller & Sayers, the tract of land hereinbefore described.

To Have and to Hold the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging unto the said Miller Sayers & Company and their heirs and assigns forever. And I do hereby bind ~~myself~~ my heirs executors, and administrators to Warrant and Forever Defend all and singular the said premises unto the said Miller, Sayers & Company and their heirs and assigns against every person whomsoever lawfully claiming ro to claim the same or any part thereof.

L. P. DAVID-----TO-----MILLER SAYERS & COMPANY.

Deed, in Book 26, pages 482-483.....Continued 2.

Witness my hand at Gonzales this the 22nd day of
January A. D. 1906.

L. P. David.

THE STATE OF TEXAS,
COUNTY OF GONZALES.

Before me W. N. Lawley, a Notary Public
in and for Gonzales County, Texas, on this day personally
appeared L. P. David, known to me to be the person whose name
is subscribed to the foregoing instrument, and acknowledged
to me that he executed the same for the purposes and considera-
tion therein expressed.

Given under my hand and seal of office this the
22nd day of January A. D. 1906.

(SEAL)

W. N. Lawley, Notary Public in and
for Gonzales County, Texas.

SCOTTISH AMERICAN MORTGAGE CO.-----to-----L. P. DAVID.

Release, dated October 1st, 1906, filed October 18th, 1906,
Recorded in Deed Record Book 28 page 194.

STATE OF ILLINOIS)

COUNTY OF COOK.)

Whereas, by deed dated April 13th 1897, recorded in the County Clerk's office of Guadalupe County, Texas in Vol. No. 11 pages 434-436, Mary L. Moore and husband, Alexander Moore, acting through their attorney in fact, John Moore, conveyed to L. P. David 503-1/4 acres of land in Guadalupe County, Texas, a part of the Jose de la Baume six league grant and a portion of subdivision No 2 in the partition of the Capote Farm, fully described in said deed, to which reference is hereby made, retaining therein a Vendor's Lien securing payment of Ninety Three hundred and sixty five (\$9365.00) Dollars, for which said L. P. David executed his six (6) certain promissory notes, two for the sum of \$800.00 dollars each, one for the sum of \$1000.00 one for the sum of \$1500.00, one for the sum of \$2600.00 and one for the sum of \$2665.00 of even date with said deed and payable to the order of Alex Moore on or before May 1st 1898 1899, 1900, 1901, 1902 and 1903, respectively, with interest at the rate of six per cent per annum from May 1st, 1897, until paid and whereas, by instrument in writing dated May 24th 1897, and recorded in Vol. No. 12 pp. 160-162 records of Guadalupe County, Texas, the said Mary L. Moore and husband, Alex Moore, acting through their attorney in fact, John Moore, did sell transfer, convey and assign unto the Scottish American Mortgage Company, Ltd. the above described notes executed by said L. P. David, together with the vendor's lien securing same, and whereas, said notes have been paid in full satisfaction of said incumbrance. Now, Therefore, the said The Scottish American Mortgage Company Ltd. does hereby release the above described property from the vendor's Lien aforesaid. In testimony whereof, the Scottish American Mortgage Company, Ltd. acting by and through its attorney in fact Henry L. Sheldon has hereunto subscribed its name in Chicago this first day of October A. D. 1906.

The Scottish American Mortgage Company Limited.

By Henry I. Sheldon its Attorney in fact. (SEAL)

SCOTTISH AMERICAN MORTGAGE CO-----to-----L. P. DAVID.

Release, recorded in Deed Record Book 28 page 194.
Continued 1.....

STATE OF ILLINOIS)

COUNTY OF COOK.)

ABSTRACT
Before me, the undersigned authority, on this day personally appeared Henry I. Sheldon, Attorney in fact for the Scottish American Mortgage Company Ltd. known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as such attorney in fact for the purposes and consideration therein expressed and acknowledged the same to be the act of the said The American Mortgage Company Ltd.

Given under my hand and seal of office this fifth day of October A. D. 1906.

(SEAL) Albert L. Carson, Notary Public, Cook County, Illinois.

MILLER SAYERS & CO.-----TO-----JULIA A. MILLER.

Deed, Dated February 1st, 1907, Filed February 2, 1907, Recorded in Deed Record Book 27, pages 631-633.

THE STATE OF TEXAS

COUNTY OF GONZALES.

Know all by these Presents: That we, Julia A. Miller, Adele L. Sayers, T. F. Howard, W. J. Bright and W. B. Sayers owners of the property and members composing the firm of Miller & Sayers Co. of the County of Gonzales State of Texas, for and in consideration of the sum of Nineteen Thousand Four Hundred and 00/100 Dollars, to us in hand paid by Julia A. Miller, have Granted Sold and Conveyed and by these presents do Grant, Sell and Convey, unto the said Julia A. Miller, of the County of Gonzales State of Texas, all that certain tract or parcel of land situated in Guadalupe County Texas, a part of the Jose de la Baum six league Grant and a part of subdivision No. 2 in the partition of the Capote Farm described as follows: BEGINNING at the North West corner of said Subdivision No. 2 on the South bank of which is now the old Channel of the Guadalupe River from which a water elm 20 inches in diameter bears South 16° West 10 varas or 27-3/4 feet and a Hackberry 10 inches in dia. bears South 40° W. 5-1/5 varas or 14-1/2 feet. Thence with the West boundary of said subdivision No. 2 South 15° West 2339 yards to the Spring Branch 3022-2/3 yards to a stake 112-2/3 yards North 15° E. from the corner of said subdivision No. 2 on the Leesville road, from which a Post Oak 8 inches in dia. brs. S. 52-1/4 West 27 feet, and a post oak 12 inches in dia. bears S. 45° East 61-1/2 feet; Thence South 75° East 715-1/3 yards to a stake from which a Post Oak 11 inches in dia. bears N. 65-1/2 East 30 feet. Thence West 15° East at 778 yards the center of Spring Branch at 1053 yards to field fence 3433 yards to the Guadalupe River where a stake was set about 6 feet from the edge of the water from which a box elder 6 inches in diameter bears South 47° East one foot and a box elder 20 inches in diameter bears South 27-1/2° East 30 feet. Thence up the River with its meanders to the intersection with the old channel of the river and up said old channel with its meanders to the place of beginning the perpendicular front on the river (old channel and present bed being 720 yards and containing in said boundaries 503-1/4 acres of land, being the same tract of land which was conveyed by Mary L. Moore joined by her husband Alexander Moore to L. P. David by deed of date April 13th 1897 and recorded in Vol. No. 11 pages 434-436 of the deed records of Guadalupe County, and the same which was

MILLER SAYERS & CO.-----TO-----JULIA A. MILLER.

Deed, in Deed Record Book 27, pages 631-633.....Continued 1.

afterwards conveyed by the said L. P. Davis to Miller Sayers & Co. by his deed of date January 22nd A. D. 1906, and recorded in Volume No. 26 on pages 482-485 of the deed records of Guadalupe County Texas, to both of which deeds reference is here made for description and identification of the tract hereinbefore described.

To Have and to Hold the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said Julia A. Miller, heirs and assigns forever; and we do hereby bind ourselves our heirs, executors and administrators, to Warrant and Forever Defend all and singular the said premises unto the said Julia A. Miller her heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

Witness our hands at Gonzales this 1st day of February A. D. 1907.

SEGUIN TEXAS

Julia A. Miller
Adele L. Sayers
W. B. Sayers
T. F. Harwood.
W. J. Bright.

THE STATE OF TEXAS

COUNTY OF GONZALES.

Before me W. N. Lawley Justice of the Peace and Ex officio Notary Public in and for the County of Gonzales, in the State of Texas, on this day personally appeared Julia A. Miller widow Adele L. Sayers (widow) W. B. Sayers J. F. Harwood and W. J. Bright (composing firm of Miller Sayers & Co.) known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 1st day of February A. D. 1907.
(SEAL)

S. N. Lawley, J. P. and Ex officio
Notary Public, Gonzales County,
Texas.

T. F. HARWOOD, ATTORNEY FOR JULIA A. MILLER, ---TO-----LEROY G. DENMAN.

Deed, Dated December 19, 1907, Filed December 20, 1907, Recorded in Deed Record Book 30, page 3.

THE STATE OF TEXAS,

COUNTY OF BEXAR.

In consideration of Sixteen Thousand

(\$16,000.00) Dollars, cash to me in hand this day paid by Leroy G. Denman, I hereby grant and convey unto said Denman, his heirs and assigns, in fee simple title, forever, that certain tract or parcel of land containing five hundred and three and one fourth (503-1/4) acres, being part of the Jose de la Baum Six League Grant in Guadalupe County, Texas, being the same tract of land conveyed to me by the different members of the firm of Miller, Sayers & Company by deed dated February 1st, 1907, recorded in Volume 27, pages 631 to 633 of the record for Deeds of Guadalupe County, Texas, said land bounded North by the Guadalupe River, East by land conveyed by Moore and wife to said Denman, South by the public road leading from Seguin to Lessville and Gonzales and West by the Matthes Farm.

To Have and to Hold said property unto the said Denman, his heirs and assigns, in fee simple title forever, and I hereby bind myself, my heirs and representatives, to forever warrant the title to the same unto the said Denman, his heirs and assigns, against the claims of all persons lawfully claiming or to claim the same or any part thereof. And

T. F. HARWOOD, ATTORNEY FOR JULIA A. MILLER----TO---LEROY G. DENMAN.

Deed, in Book 30, page 3.

Continued 1.

I for myself, heirs and representatives, covenant with the said Denman, his heirs and assigns, that I am the lawful owner of said property and that the same is free from encumbrance.

Witness my signature this 19th day of December A. D. 1907.

Julia A. Miller, by her agent and attorney in fact, T. F. Harwood.

THE STATE OF TEXAS,

COUNTY OF BEXAR.

Before me, the undersigned, Notary Public in and for Bexar County, Texas, on this day personally appeared T. F. Harwood, agent and Attorney in fact for Julia A.

Miller, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 19th day of December, A. D. 1907.

(SEAL)

Roland S. Springall, Notary
Public in and for Bexar County,
Texas.

JULIA A. MILLER-----TO-----LEROY G. DENMAN.

Confirmation Deed, Dated December 24, 1907, Filed December 27, 1907, Recorded in Deed Record Book 28, pages 540-541.

THE STATE OF TEXAS, |
 |
COUNTY OF GONZALES. |

Know all men by these presents; That whereas, on the 19th day of December 1907, through my agent and attorney in fact, T. F. Harwood, I did sell and convey unto Leroy G. Denman, of San Antonio, Texas, Five Hundred and Three and one-fourth (503-1/4) acres of land fronting on the Guadalupe River in Guadalupe County, Texas, a part of the Jose de la Baum Grant, and fully described in said deed which is recorded in Book 30, page 3, of the deed records of Guadalupe County, Texas, to which reference is hereby expressly made for description and identification, and is the same tract conveyed by Leslie P. David to Miller, Sayers & Co., and by the said Miller, Sayers & Co. to Julia A. Miller and whereas my said agent and attorney holds a full and duly authenticated power of attorney to execute said deed, which is recorded in Gonzales and other counties in the State of Texas, but is not on record in Guadalupe County, Now, therefore, in order to save the time and expense of recording said Power of Attorney in Guadalupe County and to indicate my approval of the act my said agent and attorney, I, Julia A. Miller, widow, in consideration of the sum of money mentioned in the deed executed by my said attorney, the receipt of which I hereby acknowledged, I have this day and do hereby ratify, confirm said deed and grant and sell unto Leroy G. Denman, of Bexar County, Texas, the tract of land fully described in the deed above referred to with all the covenants and full warranty of title as expressed in said deed.

To Have and to Hold unto him, the said L. G. Denman, his heirs, assigns and personal representatives the said tract of land, together with all and singular the rights, privileges and appurtenances unto the same belonging or in anywise appertaining, in fee simple forever.

Witness my hand at Gonzales, this the 24th day of December, A. D. 1907.

Julia A. Miller.

JULIA A. MILLER-----TO-----LEROY G. DENMAN.

Confirmation Deed, in Book 28, pages 540-541.... Continued 1.

THE STATE OF TEXAS, |
 |
COUNTY OF GONZALES. |

Before me, W. N. Lawley, J. P. & Exofficio
a Notary Public in and for Gonzales County, Texas, on this day
personally appeared Julia A. Miller, a widow, known to me to be
the person whose name is subscribed to the foregoing instrument,
and acknowledged to me that she executed the same for the
purposes and consideration therein expressed.

Given under my hand and seal of office this the 24th
day of December A. D. 1907.

(SEAL)

W. M. LAWLEY, Justice of the Peace
and ex-officio Notary Public in and
for Gonzales County, Texas.

SEGUIN TEXAS

ESTATE OF LEROY G. DENMAN DECD.

Probate Proceedings, filed Oct. 31, 1923 and recorded in Guadalupe County Deed Record Book 71, pages 445-7.

LAST WILL AND TESTAMENT.

STATE OF TEXAS,

COUNTY OF BEXAR.

I make this my last will hereby revoking all previous wills and testamentary instruments.

1. I devise and give all my property to my wife Sue E. Denman and direct her to pay all my just debts.

2. I appoint my said wife my executor and direct that she be not required to give any bond and that no action be taken in any Court upon my estate except to probate this Will and return such inventories and lists of claims as may be required by law and I confer upon her full power to sell, incumber or otherwise dispose of property as she may deem proper.

3. "My property" above mentioned is intended to include all our community estate and when all the debts are paid I direct her to retain one half of such community for herself and divide the rest among our children. All in my own hand writing.

Leroy G. Denman.

Filed this 24 day of October A.D. 1916.

Frank R. Newton Clerk County Court Bexar County, Texas.

Recorded in Volume 82 page 363 of the Probate Minute of Bexar County.

ORDER PROBATING WILL. No. 8336.

In the Matter of the Estate of
Leory G. Denman, deceased.

In the County Court of
Bexar County, Texas.
Sitting in matters Probate.

On this the 13 day of November A.D. 1916, came on to be heard the application of Sue E. Denman, filed herein for the probate of the last will and Testament of Leroy G. Denman, deceased, now produced in open Court, and for letters of Executorship thereunder, whereupon the following evidence was introduced: Testimony of Thos. H. Franklin

ESTATE OF LEROY G. DENMAN, DECED.

Probate Proceedings, filed Oct. 31, 1923, in book 71 pages 445-7.
Continued 1.....

and Ise S. Kampmann, statements of which are filed in this cause: And it appearing to the court after having heard said Testimony, that said last Will and Testament has been duly filed for probate herein, and that said will and the signature to the same are wholly in the genuine handwriting of said Leroy G. Denman, and that the same was wholly written by said Leroy G. Denman; that on the date and at the time that Leroy G. Denman made and executed said will he was over Twenty-one years of age, and of sound mind and was of sound mind at all times until the time of his death. That he is now dead having died in the city of San Antonio Bexar County, Texas, on September 14, 1910, that four years have not elapsed since his decease prior to filing said application that citation herein has been duly served and returned in the manner and for the length of time required by law, that said Denman at the time of his death resided and has his domicile and fixed place of residence in San Antonio, Bexar County, Texas, and that said will was executed by said Denman with all of the formalities and solemnities, and under the circumstances required by law to make the same a valid will, and that said will was not revoked by said Leroy G. Denman prior to his death.

And it further appearing to the Court that no objection has been made to the probate of said will and that Sue E. Denman by the terms of said will is appointed executrix of said will without bond, and it is provided in said will that no action be taken in any court upon said estate, except to probate said will and to return such inventory and lists of claims as may be required by law, and it further appearing to the Court that Sue E. Denman is not disqualified by law from accepting letters testamentary, and that said will should be admitted to probate.

It is therefore ordered, adjudged and decreed by the Court that said last will and testament of the said Leroy G. Denman, filed herein be and the same is hereby proven, established and probated as the last will and testament of the said Leroy G. Denman, now deceased, and said will is hereby admitted to probate and it is ordered that the same, together with the application for the probate thereof, and the statements of the testimony in this cause, shall be recorded in the minutes of this Court.

ESTATE OF LEROY G. DENMAN. DECD.

Probate Proceedings in Book 71, page 445-7. Continued 2.....

It is further ordered, adjudged and decreed that Sue E. Denman be and she is hereby appointed Independent Executrix of said last will and testament, and the estate of said Leroy G. Denman without bond, and it is ordered that letters testamentary be issued by the Clerk of this Court to said Sue E. Denman, as such executrix, without bond, upon said executrix taking the oath required by law.

It is further ordered, adjudged and decreed that upon taking of such oath by said executrix that she shall proceed to administer said estate of the said Leroy G. Denman deceased, out of Court as provided by the terms and provisions of said will; and it further appearing that Wm. Eifler, Wm. L. Herff, and Joe S. Newton are citizens of Bexar County, Texas, and disinterested persons in said estate, it is therefore ordered that they or any two of them be and they are hereby appointed appraisers to appraise the estate, both real and personal of the said Leroy G. Denman, deceased, and to return their appraisal of the same into this court.

J. R. Davis
County Judge.

Recorded in Vol. 82 pp. 359-360 Probate Minutes of Bexar County.

In the Matter of the
Estate of Leroy G. Den-
man deceased.

In the County Court of
Bexar County, Texas.
Sitting in Matters Probate.

THE STATE OF TEXAS, |
COUNTY OF BEXAR. |

I, Sue E. Denman, do solemnly swear that the writing which has been offered for probate is the last will of Leroy G. Denman, now deceased, so far as I know or believe, and that I will well and truly perform all the duties of Independent executrix of the said Will of the estate of said Leroy G. Denman deceased.

Sue E. Denman

ESTATE OF LEROY G. DENMAN, DECD.

Probate Proceedings in Bk. 71 pages 445-7. Continued 3.....

Subscribed and sworn to before me, by Sue E. Denman this
the 16th day of Nov. A.D. 1916.

(SEAL) Annie T. Connors, Notary Public in and for Bexar
County, Texas.

Filed this 16th day of November A.D. 1916.
Frank R. Newton Clerk County Court Bexar County, Texas.
Recorded in Volume 82 pages 363-364 Probate Minutes of Bexar County.

•CERTIFICATE•

THE STATE OF TEXAS,

COUNTY OF BEXAR.

I, Jack R. Burke, Clerk of the County Court in
and for Bexar County, Texas, do hereby certify that the above
and foregoing is a true and correct copy of the Last Will and
Testament, Order Probating Will and the Oath of Executrix, in
estate number 8356, in the Matter of the estate of Leroy G. Denman,
deceased, as the same appears of record in the Probate Minutes of
Bexar County.

In Testimony whereof, witness my hand and official seal,
at office in the city of San Antonio this the 29th day of
October A.D. 1925.

(SEAL) Jack R. Burke, Clerk County Court, Bexar County, Texas.
By Garwin C. Legan, Deputy.

ALEX MOORE AND WIFE MARY L. MOORE- - -TO- - SCHOTTISH AMERICAN MORTGAGE
COMPANY, LIMITED, OF EDINBURG, SCOTLAND.

Warranty Deed dated June 1, 1898. filed July 6, 1898, and recorded
in Deed Record Book 13, page 345-350.

THE STATE OF TEXAS,
COUNTY OF BEXAR.

Whereas Alex Moore did execute his one certain principal note for the sum of Forty Thousand (\$40000.00) Dollars dated at San Antonio, Texas, March 2nd 1891, and payable the first day of March 1896 to the order of the Scottish American Mortgage Company, Limited, of Edinburgh, Scotland, at the office of E. B. Chandler in San Antonio, Texas, with interest after maturity until paid at the rate of ten per cent per annum, and five interest notes of even date with said principal note each for the sum of \$3600.00 and due respectively on the first day of March 1892, 1893, 1894, 1895, and 1896, payable to said Company with interest after maturity at the rate of ten percent per annum, said interest notes representing the interest on the above described principal note to its maturity and

Whereas to secure the payment of all of the above described ~~notes~~ notes the said Alex Moore and wife Mary L. Moore did convey to E. B. Chandler by a deed of trust dated March 2nd 1891, and recorded in Vol F. pages 407 to 413, records of Guadalupe County, Texas, and in Vol. I, pages 49 to 54 records of Gonzales County, Texas, all that certain tract or parcel of land being 5900 acres,

ALEX MOORE AND WIFE MARY L. MOORE--TO--SCHOTTISH AMERICAN MORTGAGE COMPANY,
LIMITED, OF EDINBURG, SCOTLAND.

Warranty deed recorded in deed record book 13, p. 345-350. Con. 1....
subdivision No. 2 of a division of Capote Farm made by John Dewees
and A. M. Erskine, and being a portion of the Jose de la Baume six
league grant, fully described in said deed of trust to which refer-
ence is hereby made for a more particular description of said land,
and

Whereas the first two of said interest notes were paid and the
sum of \$800.00 was paid to account of the third of said interest
notes, and

Whereas since the execution of the above mentioned deed of
trust there has been sold out of the land described therein three
tracts of land as follows: One tract for 503 1/4 acres in Guad-
alupe County of L. P. David, by deed dated April 13th 1897, one
tract of 200 acres, partly in Guadalupe and partly in Gonzales
Counties to Henry E. and Wm. Wallace Fone by Deed dated April
13th 1897, and one tract of 876 1/4 acres partly in Guadalupe and
partly in Gonzales Counties to Leroy G. Denman by deed dated Sept.
22nd 1897, the said company releasing the tracts so sold from its
deed of trust in consideration of the said Alex Moore turning over
to said Company the proceeds in such sales, both cash and vendors
lien notes, the amount of same to-wit; \$29,815.00 being entered
as a ~~ced~~ dit on said \$40,000.00 principal note, and

ALEX MOORE AND WIFE--TO--SCOTTISH AMERICAN MORTGAGE COMPANY.

Warranty Deed recorded in deed record book 13, page 345-350. Con. 2...

Whereas since the execution of the above mentioned deed of trust there has been sold out of the land described therein three tracts of land as follows: One tract for 503 1/4 acres in Guadalupe County to L. P. David by deed dated April 13th 1897, one tract of 200 acres partly in Guadalupe and partly in Gonzales Counties to Henry E. and Wm. Wallace Fones, by deed dated April 13th 1897, and one tract of 876 1/4 acres partly in Guadalupe and partly in Gonzales Counties to Leroy G. Denman by deed dated September 23rd 1897, the said Company releasing the tracts so sold from its deed of trust in consideration of the said Alex Moore turning over to said company the proceeds in such sales, both cash and vendors lien notes, the amount of same, to-wit: \$29,815.00, being entered as a credit on said \$40,000.00 principal note and

Whereas the balance of said principal note, to-wit: \$10,185.00 with interest thereon to date, the balance of the third interest note and all of the fourth and fifth interest notes above described, together with interest on same from date of maturity still remain due and unpaid, and the said Alex Moore is unable to pay the same, and

Whereas the said The Scottish American Mortgage Company, Limited, has agreed to accept a deed from said Alex Moore and wife Mary L.

ALEX MOORE AND WIFE --TO-- SCOTTISH AMERICAN MORTGAGE COMPANY.

Warranty Deed recorded in deed record book 13, p. 345-350. Con. 3.....
Moore to all of the land described in its deed of trust, above
mentioned less the three tracts sold out of same as above described
in full cancellation payment and satisfaction of the balance of the
debt due by said Alex Moore.

Now Therefore, know all men by these presents, that we Alex
Moore and wife Mary L. Moore, for and in consideration of the above
named premises and the full cancellation and delivery to us of
said principal and interest notes still remaining unpaid as above
described, have granted, sold and conveyed and by these presents do
grant, sell and convey unto the said The Scottish American Mortgage
Company, Limited, of Edinburgh, Scotland, 4320 1/2 acres of land
of lying partly in Guadalupe and partly in Gonzales Counties, Texas,
a part of Subdivision No. 2 of a division of the Capote Farm made
by John Dewees and A. M. Erskine and being a portion of the Jose
de la Baum six league grant, more particularly described as follows
to-wit: BEGINNING at the southeast corner of said subdivision No. 2 for
the southeast corner of this tract: Thence north with the east line
of said subdivision No. 2, 4301 vrs. to the southeast corner of a
200 acre tract out of said subdivision No. 2 heretofore conveyed by
these grantors to Henry E. & William Wallace Fones: Thence west with
the south line of said 200 acre tract 473 yards to its south-west

ALEX MOORE AND WIFE--TO--SCOTTISH AMERICAN MORTGAGE COMPANY.

Warranty Deed recorded in deed record book 13, p. 345-350. Con. 4.....
corner: Thence north with the west line of said 200 acre tract 405 feet
to a stake in the north boundary of the Seguin and Gonzales road,
being the southeast corner of a tract of 876 1/4 acres out of said
subdivision No. 2 heretofore conveyed by these grantors to Leroy G.
Denman: Thence with said road S. 77 1/2 W. 350 feet; N. 68 1/2 W. 800 feet,
N. 76 W. 588 feet to a stake S. 21 1/2 W. about 210 feet from Gunn
Spring, from which a post 16 inches diameter bears S. 25 E. 14 feet
Thence N. 87 W. 433 feet: Thence N. 40 W. 815 feet to a stake from
which a post oak 13 inches diameter bears N. 50 E. 17 1/2 feet and a
hickory 13 N. 71 W. 25 feet: Thence N. 64 W. 341 feet; N. 85 1/2 W.
579 feet, S. 88 W. 1302 feet to a stake 285 feet N. 15 E. from the
southeast corner of a tract of 503 1/4 acres, conveyed to L. P. David
from which a post oak 8 inches diameter bears S. 32 1/2 E. 26 feet and
a post oak 16 inches diameter bears N. 80 E. 65 feet; Thence S. 15
W. 285 feet to southeast corner of said 503 1/4 acre tract of L. P.
David: Thence N. 75 W. with the south line of David tract 715 1/3
yards to a stake in west boundary line of said subdivision No. 2 from
which a post oak 8 inches diameter bears S. 52 1/4 W. 27 feet and
a post oak 12 inches diameter bears S. 45 E. 61 1/2 feet: Thence with
the west boundary line of said subdivision No. 2 S. 15 W. 112 2/3
yards to a corner of said subdivision No. 2 on the Lessville road:

ALEX MOORE AND WIFE--TO--SCOTTISH AMERICAN MORTGAGE COMPANY.

Warranty Deed recorded in deed record book 13, p. 345-350. Con. 5.....
Thence S. 42 1/4 W. with the boundary line of said subdivision No. 2
6532 varas to its southwest corner: Thence east with the south
boundary line of said subdivision No. 2 7417 varas to the place of
beginning.

TO HAVE AND TO HOLD - - (regular, and retaining vendors lien

Witness our hands this first day of June 1898.

Alex Moore

Mary L. Moore.

Acknowledgements taken by S. B. Goodale, Notary Public, New York County,
New York, June 21, 1898, regular form.

SCOTTISH AMERICAN MORT. CO. LIMITED - - - to - - - J. H. HERRMANN.

DEED dated May 1, 1899, Filed May 16, 1899, and

Recorded in Deed Record Book 14, pages 538 - 542.

State of ILLINOIS, |

COUNTY OF COOK. | KNOW ALL MEN BY THESE PRESENT:

That The Scottish American Mortgage Company, Limited, of Edinburgh, Scotland for and in consideration of the sum of Eighty Eight Hundred and Fifty (\$8,850.00) Dollars, paid and secured to be paid by J. H. Herrmann as follows:

Fifty-five Hundred (\$5,500.00) Dollars cash in hand paid, the receipt of which is hereby acknowledged and the execution and delivery to the said The Scottish American Mortgage Company, Limited by the said J. H. Herrmann of his one certain promissory note for the sum of Thirty Three Hundred and Fifty (\$3,350.00) Dollars, dated at San Antonio, Texas, May 1st, 1899 and payable on or before the first day of May 1909 to the order of The Scottish American Mortgage Company, Limited, at the office of E. B. Chandler in San Antonio, Bexar County, Texas, in United States Gold Coin of the present standard weight and fineness, with six per cent interest per annum from date until paid, payable annually and ten per cent attorney's fees if placed in the hands of an attorney for collection, acknowledging a Vendor's Lien on the property hereby conveyed and providing for the maturing of same at the option of the holder thereof in case default is made in the payment of any annual installment of interest on said note, the said J. H. Herrmann, however, reserving the option to make partial payments to account of principal of said note at any time and stop interest on the amount so paid, has Granted, Sold and Conveyed, and by these presents does Grant, Sell and Convey unto the said J. H. Herrmann of Guadalupe County, State of Texas, all that certain tract or parcel of land, lying and being situate partly in Guadalupe and partly in Gonzales Counties, Texas, being a Survey of 2342 acres of land out of the Jose de la Baum Six Leagues Grant and the South-east portion of 5900 acres (Subdivision No. 2.) allotted to Daniel Tyler in the partition of said grant:

Beginning at the south-east corner of said 5900 acres, from a Post Oak 10 inches in dia. brs. S. 61 W. $8\frac{1}{2}$ vrs. or 23-6/10 feet and a Post Oak 13 inches in dia. brs. S. $17\frac{1}{2}$ W. 11-7/10 vrs. or 32 $\frac{1}{2}$ feet;

SCOTTISH AMERICAN MORT. CO. LIMITED - - - TO - - - J. H. HERRMANN

DEED in Book 14, pages 538 - 542, Continued 1.

Thence north with the eastern boundary of said tract at 620 feet pass the north-east corner of Subdivision No. 19 of the 160 acre tracts, 11,835 feet to the south-east corner of 200 acres sold to H. E. and W. W. Fones, from which a Post Oak 18 inches in dia. brs W. $24\frac{1}{2}$ W. 24 feet; Thence with the south boundary of said 200 acres west 149 feet to its south-west corner, from which a Post Oak 4 inch. in dia. brs N. $81\frac{1}{2}$ W. 11 feet and a Post Oak 8 inches in dia. brs. S. 36 E. $29\frac{1}{2}$ feet; Thence with the west boundary of said tract north 405 feet to the south-east corner of 876 $\frac{1}{2}$ acres sold to Leroy G. Denman from which an Elm 22 inch in dia. brs. N. 25 W. 7 feet and a Post Oak 30 inch in dia. brs. N. 89 W. 14 feet; Thence with the south boundary of said 876 $\frac{1}{2}$ acres S. $77\frac{1}{2}$ W 350 feet; N. $68\frac{1}{2}$ W. 800 feet; N. 76 W. 588 feet to stake from which a Post Oak 16 inch. in dia. brs. S. 25 E. 14 feet; Thence N. 37 W. 433 feet a Black Jack 6 inch dia. brs. S. 25 W. 9 feet; Thence N. 40 W. 815 feet a Hickory bears 13 inch W. 71 W. 25 feet and a Post Oak 13 inch in dia brs N 50 E, $17\frac{1}{2}$ feet; Thence N. 64 W. 341 feet. N. $85\frac{1}{2}$ W. 579 feet; N. 33 W. 1302 feet to the S.E. line of 503 $\frac{1}{2}$ acres sold to L. P. David; Thence S. 15 W. 285 feet to the South-east corner of said 503 $\frac{1}{2}$ acres from which a Post Oak 11 inch in dia brs. S. 25 W. $6\frac{3}{4}$ feet and a Post Oak 5 inch in dia brs N. $56\frac{1}{2}$ E 20 feet; Thence with the south-west boundary of said 503 $\frac{1}{2}$ acres N. 75 W. 1780 feet to a stake for north-west corner of this survey; Thence South at 396 feet pass 60 feet to the East of the north-east corner of the south boundary of said 5900 acres 60 feet West of the south-west corner of Subdivision No. 3, from which a Black Jack 9 inch in dia brs. N 72 E. 32 feet and a Black Jack 7 inch in dia brs. N 32 W. 22 feet; Thence east with the south boundary of said 5900 acres, 7980 feet to the beginning. It being understood that the 2342 acres above described is the amount of land contained within said metes and bounds after deducting a wad forty (40) feet wide along the north boundary and a wad thirty (30) feet wide along the east boundary of said land.

TO HAVE AND TO HOLD, the above described premises, together with, all and singular, the rights and appurtenances thereto in anywise belonging unto the said J. H. Herrmann, his heirs and assigns, forever; and the Scottish American Mortgage Company, Limited, does hereby bind itself, its successors and assigns to Warrant and Forever Defend all and singular the said premises unto the said J. H. Herrmann his heirs and assigns, against every person whomsoever, lawfully claiming or to claim the same or any part thereof.

SCOTTISH AMERICAN MORT. CO. LIMITED - - - TO - - - J. H. HERRMANN
DEED in Book 14, pages 538 - 542. - Continued 2.

But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property, premises and improvements until the above described note and all interest thereon is fully paid, according to its face and tenor, effect and reading when this deed shall become absolute.

In Testimony Whereof, The Scottish American Mortgage Company, Limited, acting by and through its Attorney-in-fact Theodore Sheldon, hereunto subscribes its name in Chicago this first day of May, 1899, Henry I. Sheldon being absent from the said City of Chicago.

The Scottish American Mortgage Co. Limited
By Theodore Sheldon,
Its Attorney-in-fact

THE STATE OF ILLINOIS,)
COUNTY OF COOK.)

Before me the undersigned authority, on this day personally appeared Theodore Sheldon, Attorney-in-fact for the Scottish American Mortgage Company, Limited, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as such attorney-in-fact for the purposes and consideration therein expressed and acknowledged the same to be the act of the said The Scottish American Mortgage Company, Limited.

Given under my hand and seal of office
this Eighth day of May 1899.

(SEAL)

Albert L. Carson, Notary Public,
Cook County, Illinois.

THE SCOTTISH AMERICAN MORTGAGE CO. LTD. -----to---J.H. HERMANN.

Release, dated June 5th, 1906, filed June 15, 1906, recorded
in deed record Book 27 page 174.

THE STATE OF ILLINOIS)
COUNTY OF COOK.)

KNOW ALL MEN BY THESE PRESENTS:

That whereas, on the 1st day of May 1899, J. H. Hermann, executed one promissory note for \$3350.00 Thirty Three hundred and fifty Dollars, payable to the order of the Scottish American Mortgages Company Ltd. on or before May 1st 1909 and bearing interest at the rate of 6% per annum. And whereas, said note was ~~secured~~ secured by a vendors Lien on 2342 acres of land out of the Jose de la Baum six League grant situated in Guadalupe County and Gonzales County, Texas, as appears by a deed dated the 1st of May 1899 from the Scottish American Mortgage Company Ltd. to J. H. Hermann recorded in Book page of Guadalupe County Records, in the State of Texas said Book deed page of Gonzales County and the record thereof being made a part ~~of~~ hereof.

Now therefore, The Scottish American Mortgage Company limited, hereby declares said principal note paid in full, and the above described lien is hereby released.

Witness the corporation name of said Company by the hand of its Attorney-in-fact, this 5th day of June A. D. 1906.

The Scottish American Mortgage Company, limited.

By Henry I. Sheldon.

Its Attorney-in-fact.

THE SCOTTISH AMERICAN MORTGAGE CO. LTD.-----to-----J. H. HERRIMANN

Release, recorded in Deed Record Book 27 page 174.
Continued 1.....

THE STATE OF ILLINOIS)
COUNTY OF COOK.)

ABSTRACT
Before me, the undersigned authority, on this day personally appeared Henry I. Sheldon Attorney-in-fact for the Scottish American Mortgage Company, limited, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as such attorney-in-fact for the purposes and consideration therein expressed, and acknowledged the same to be the act of the said The Scottish American Mortgage Company, Limited,

Given under my hand and seal of office this 8th day of June A. D. 1906.

(SEAL) Albert L. Carson, Notary Public Cook County, Illinois.

J. H. HERMANN -----to-----FRED MATTHIES.

Deed, dated July 20, 1911, filed July 20, 1911, recorded
in Deed Record Book 36 pages 297-8.

THE STATE OF TEXAS)

COUNTY OF GUADALUPE)

KNOW ALL MEN BY THESE PRESENTS:

That, I, J. H. Hermann of the County of Guadalupe and State of Texas for and in consideration of the Sum of Twenty Thousand (\$20,000.00) Dollars to me in hand paid by Fred Matthies of Guadalupe County, Texas the receipt of which is hereby acknowledged have granted, sold and conveyed and by these presents do grant sell and convey unto the said Fred Matthies all that certain tract or parcel of land lying and being situate partly in Guadalupe and partly in Gonzales County, Texas, being survey of 2342 acres of land out of the Jose De la Baume six leagues granted and the southeast portion of 5900 acres (subdivision No. 2) allotted to Daniel Tyler in the partition of said grant:-

Beginning at the southeast corner of said 5900 acres from which a post oak 16 in. in dia. brs. S 61 W $8\frac{1}{2}$ vrs. or 23-5/10 feet and a post oak 13 in. in dia. brs. S $17\frac{1}{2}$ W 11-7/10 vrs or 32½ feet. Thence north with the eastern boundary of said tract at 10,620 feet pass the northeast corner of subdivision No. 19 of the 160 acre tracts 11,835 feet to the southeast corner of 200 acres sold to H.E. & W. W. Fones from which a post oak 18 in. in dia. brs. N. $24\frac{1}{2}$ W 24 ft. Thence with the south boundary of said 200 acres west 1419 feet to its southwest corner, from which a post oak 4 in. in dia. brs. N $81\frac{1}{2}$ W 11 ft. and a post oak 8 in. in dia. brs. S 36 E $29\frac{1}{2}$ feet. Thence with the west boundary of said tract north 405 ft. to the southeast corner of 876-1/4 acres sold to Leroy G. Denman from which an Elm 22 in. in dia. brs. N 25 W 7 ft. and a post oak 30 in. in dia. brs. N. 89 W 14 ft. Thence ~~xxx42~~ with the south boundary of said 876-1/4 acres S $77\frac{1}{2}$ W 350 ft. N. $68\frac{1}{2}$ W 800 ft. N. 76 W. 588 ft. to a stake from which a post oak 16 in. in dia. brs. S 25 E 14 ft. Thence N. 87 W 433 ft. a black jack 6 in. in dia.

J. H. HERMANN-----to-----FRED MATTHIES.

Deed, recorded in Deed Record Book 36 pages 297-8.
Continued 1.....

brs. S. 25 W. 9 ft. Thence N. 40 W 815 ft. a Hickory brs. 13 in. N. 71mW. 25 ft. and a post oak 13 in. in dia. brs N. 50 E. 17 $\frac{1}{2}$ ft. Thence N. 64 W. 341 ft. N 85 $\frac{1}{2}$ W. 579 ft. S 80 W 1302 ft. to the S. E. line of 503-1/4 acres sold to L. P. David. Thence S 15 W 285 ft. to the southeast corner of said 503-1/4 acres from which a post oak 11 in. in dia. brs. S 25 W 6-3/4 ft. and a post oak 5 in. in dai. brs. N 66 $\frac{1}{2}$ E 20 ft. Thence with the southwest boundary of said 503-1/4 acres N 75 W 1780 ft. to a stake for northwest corner of this survey. Thence South at 396 ft. pass 60 feet to the east of the northeast corner of subdivision No. 24, 13,656 ft. to a stake on the south boundary of said 5900 acres 60 ft. west of the southwest corner of subdivision No. 3 from which a black jack 9 in. in dia. brs. N. 72 E 32 ft. and a black jack 7 in. in dia. brs. N. 32 W 22 ft. Thence east with the south boundary of said 5900 acres, 7980 ft. to the beginning. It being understood that the 2342 acres above described is the amount of land contained within said metes and bounds after deducting a road forty(40) feet wide along the north boundary and a road thirty(30) feet wide along the east boundary of said land.

To Have and To Hold the above described premises together all and singular the rights and appurtenances thereto in anywise belonging unto the said Fred Matthies his heirs and assigns forever and I do hereby bind myself my heirs, executors and administrators to warrant and for ever defend all and singular the said premises unto the said Fred Matthies his heirs and assigns against every person whomsoever, lawfully claiming or to calim the same or any part thereof.

Witness my hand at Seguin Texas, this 20 day of July
A. D. 1911.

J. H. HERMANN.

J. H. HERMANN-----to-----FRED MATTHIES.

Deed, recorded in Deed Record Book 36 pages 297-8.
Continued 2.....

THE STATE OF TEXAS)

COUNTY OF GUADALUPE)

Before me, H. M. Wurzbach a notary public in and for said county and state on this day personally appeared J. H. Hermann known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 20th day of July A. D. 1911.

(SEAL) H. M. Wurzbach Notary Public Guadalupe County, Texas.

FRED MATTHIES -- to -- EMIL HERRMANN, Trustee for J.H.HERRMANN

Deed of Trust, Dated July 20th, 1911, Filed July 20th, 1911,
Recorded in Deed of Trust Book 0 pages 21 to 23.

CONSIDERATION: One Dollar to me cash in hand paid by Emil Herrmann, etc.

DESCRIPTION:

"...situated, lying and being in the County of Guadalupe and State of Texas, viz: A part of the Jose de la Baume 6 League Grant, and being all of a tract of 5880 acres conveyed by Jno. D. Wood, Executor and Georgiana C. Stone, Executrix of the Will of Geo. F. Stone, deceased and Georgiana C. Stone (the widow) and Margaretta C. Stone and Emma D. Stone (the daughters) legatees under said will to Fr. Matthies by deed dated December 9, 1895 as the same appears of record in Volume No. 9 on pages 494-497 deed records of Guadalupe County, Texas, EXCEPTING from the above 5880 acres the following described tracts heretofore and since December 9, 1895 conveyed as follows, to-wit:

"(1) 110 acres conveyed to Wm. Miller by deed dated January 3, 1896 recorded in Vol. 22 pp. 517 & 518 deed records of said county.

"(2). 100 acres conveyed to Mike Cane by deed dated January 3, 1896 recorded in Vol. 23, pp. 313-315 deed records of said county.

"(3.) 300 acres conveyed to Theo. W. Jahns by deed dated August 3, 1900 recorded in Vol. 16 pp. 575-577 deed records of said County.

"(4). 50 acres conveyed to J.H.Wilson by deed dated December 14, 1903, recorded in Vol. 22, pp. 515-520 deed records of said County.

"(5). 3548 acres conveyed to B.J. Mauermann & C.J. Ernst by deed dated November 2, 1908, recorded in Vol. 30, pp 616-618 deed records of said county.

"(6). 45 acres conveyed to Otto H. Jahns by deed dated November 5, 1908, recorded in Vol. 30, pp. 633-9 deed records of said County.

The six (6) tracts above excepted and deducted from the above 5880 acres aggregate 4.153 acres more or less, leaving in the tract hereby conveyed in trust 1727 acres more or less.

The said 5880 acres above are described as follows,

FRED MATTHIES -- to -- EMIL HERRMANN, Trustee for J. H. HERRMANN

Deed of Trust, Recorded in D.of T. Bk. 0, pp 21-23,
Continued.....1.

to-wit: BEGINNING at the N.W. corner of subdivision No. 2, of the partition between Pierce, Stone and Tyler from which a hackberry 6 in. in dia. brs. S. 4 W. 5 $\frac{1}{2}$ vs. and an elm 16 in. in dia. brs. S. 15 W. 10 vs. Thence up the river with its meanders to the N.W. corner of the 19,136 acres purchase. Thence with the west boundary line S. 15 W. 2304 varas. Thence West 1280 vs. Thence south 23 W. 2500 vs. to the west line of the 6 league grant, Thence south 1774 vs. Thence West 913 vs. Thence south 3460 vs. Thence East 1233 vs. to the S.W. corner of said subdivision No. 2, Thence N. 42 $\frac{1}{2}$ E. with the west line of subdivision No. 2 6532 vs. to a stake. Thence N. 15 E. 3449 vs. to the beginning.

Reference is here made to all of the above deeds and the record thereof, for description and identification of the land hereby conveyed.

TRUST, however, for the following purposes and upon the following conditions, viz: If the said Fred Matthies shall well and truly pay off and discharge..... his two promissory notes made by Fred Matthies, payable to the order of J.H.Herrmann and described substantially as follows: One note for the sum of \$11360.00 due on or before December 15, 1911; and one note for the sum of \$13640.00 due on or before December 15, 1921, both payable to the order of J.H.Herrmann, providing that in case the first of said notes is not paid at maturity or in case default is made in the payment of any installment of interest on either of said notes, the payee or other holder may at his option declare said note or notes due and payable, and providing for the usual 10% attorneys fees upon the contingency therein specified, with interest thereon from December 15, 1911 until paid at the rate of six per cent per annum, said interest payable annually as it accrued at Seguin, Texas, then this conveyance shall become null and void....."

The usual powers of sale etc. are given the trustee, and the usual powers of appointing substitute trustee, declaring lien foreclosed etc. are given the beneficiary.

KNOWLEDGMENT: THE STATE OF TEXAS |
COUNTY OF GUADALUPE |

Before me, the undersigned authority, of Guadalupe County, in the State of Texas, on this day per-

FRED MATTHIES -- to -- EMIL HERRMANN, Trustee for J. H. HERRMANN

Deed or trust, recorded in D.ofT. Book 0, pp.21-23.

Continued.....2

ACKNOWLEDGEMENT, Continued.....

personally appeared Fred Matthies known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 20th day of July, A.D. 1911.

(SEAL)

H.M.Wurzbach, Notary Public,
Guadalupe County, Texas.

SEGUIN TEXAS

J.H.HERRMANN ----- to ----- FRED MATTHIES

Release, Dated February 12, 1915, Filed February 12, 1915, Recorded in Deed Record Book 44, pp. 213.

THE STATE OF TEXAS

COUNTY OF GUADALUPE

WHEREAS, on the 20th day of July A.D. 1911, Fred Matthies of the County of Guadalupe, State of Texas, did execute, acknowledge and deliver to Emil Herrmann, Trustee for the use and benefit of J.H.Herrmann, of the County, of Guadalupe State of Texas, a certain deed of trust on the following described real estate, situate, lying and being in the County of Guadalupe in said state of Texas, to-wit:

A part of the Jose de la Baume six league Grrant in said County, and being all of a tract of 5880 acres conveyed by John D. Wood, Executor, and Georgiana Stone, Executrix of the will of George F. Stone, dec'd, and Georgiana C. Stone (the widow) and Margaretta C. Stone and Emma D. Stone (the daughters) legatees under said will, to Fr. Matthies by deed dated Dec. 9, 1895, as the same appears of record in Vol. 9 pages 494-497 Deed Records of Guadalupe County, Texas, except six tracts of land, aggregating 4153 acres, more or less, not covered by said deed of trust, leaving the net acreage covered by said trust deed of 1727 acres, more or less, said deed of trust being recorded in Vol. "0", pages 21-23 of the Deed of Trust Records of Guadalupe County, Texas, to secure the prompt payment of two certain promissory notes executed by the said Fred Matthies and payable to the order of J.H.Herrmann as follows: One note for Eleven thousand three hundred and sixty (\$11,360.00) Dollars, due on or before the 15th day of December A.D. 1911, and one note for thirteen thousand, six hundred forty dollars, due on or before Dec. 15, 1921, and bearing interest at the rate of six per cent per annum, and

WHEREAS, said notes with accrued interest thereon, have been fully paid to J.H.Herrmann the legal and equitable holder and owner of such notes. N

NOW THEREFORE, know all men by these presents; That I, J.H.Herrmann, of Guadalupe County, State of Texas, in consideration of the premises and of the full and final payment of said notes the receipt of which is hereby acknowledged, have this day and do by these presents, release, discharge and quitclaim unto the said Fred Matthies, his heirs or assigns, all the

J.H.HERRMANN ----- to ----- FRED MATTHIES

Release, Recorded in Deed Record Bk. 44, pp. 213.
Continued.....1.

all the right, title, interest estate in and to the property above described, which I have or may be entitled to by virtue of said notes and do hereby declare the same fully released and discharged from any and all liens created by virtue of said deed of trust and notes, above mentioned,

Witness my hand this 12 day of February, A.D. 1915.

J.H. HERRMANN.

THE STATE OF TEXAS

COUNTY OF GUADALUPE

Before me, the undersigned authority a Notary Public in and for Guadalupe County, Texas, on this day personally appeared J.H.Herrmann, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 12 day of Feby. A.D. 1915.

(SEAL)

Chas. C. Dibrell, Notary Public,
Guadalupe County, Texas.

FRED MATTHIES-----AND-----SUE E. DENMAN.

Exchange of land, filed Aug. 31, 1917 and recorded in
Deed Record Book 51, pages 156-157.

The State of Texas, |

County of Bexar |

KNOW ALL MEN BY THESE PRESENTS:-

That we, the undersigned, Fred Matthies and Meta H. Matthies, wife of the said Fred Matthies, in exchange for the land hereinafter conveyed, to us, have granted, bargained, sold and conveyed and do by these presents grant, bargain, sell and convey unto Sue E. Denman Independent Executrix of the estate of Leroy G. Denman, deceased, the following described tract of land situated in the county of Guadalupe and State of Texas, viz: 23 acres of land out of the Jose de la Baume survey on the south side of the Guadalupe River, about 14 miles east of Seguin, near the east line of Guadalupe County, BEGINNING on a point about 800 varas south 76° East from the black jack Spring in the Gonzales road where said road turns from a southerly curve abruptly N. 20 $\frac{1}{4}$ ° E. 109 varas; THENCE N. 87° E. 500 varas, S. 81° E. 100 varas, S. 56° E. 140 varas S. 40 $\frac{1}{2}$ ° East 237 varas to a stake set in cluster of sand oaks, black jack and hackberry on S. side of road; THENCE N. 81 $\frac{1}{4}$ ° W. 920 varas to beginning, the beginning corner is a post where road makes the said abrupt curve as above. Together with all improvements thereon and all

FRED MATTHIES-----AND-----SUE E. DENMAN.

Exchange of land, in Deed Bk. 51, p. 156-157....Contd 1.

the rights and appurtenances thereunto in anywise belonging.

TO HAVE AND TO HOLD (warranty Clause)

And the undersigned Sue E. Denman, Independent Executrix estate of Leroy G. Denman, deceased, in exchange for said land has granted, bargained, sold and conveyed and do by these presents bargain grant, sell and convey unto the said Fred Matthies the following described tract of land situated in Gonzales County, Texas, out of the Jose de la Baume survey being a portion of the Leroy G. Denman tract now lying south of the lower Seguin-Gonzales road described by metes and bounds as follows: BEGINNING at a fence corner post 36 feet west from the west line of Herman Soefge tract, 20 feet south from the center of the lower Seguin-Gonzales road where the Leesville road intersects the same. THENCE south 78° 16' West 580 feet; S. 83° 49' W. 775 with south boundary line of said Seguin-Gonzales road; THENCE south 365 ft; THENCE S. 88° 21' E. 1364 feet to the west boundary line of the Leesville road; THENCE North 255 feet, N. 3 W. 351.5 ft with the west boundary line of the Leesville road to the place of beginning, containing 14-66/100 acres of land.

TO HAVE AND TO HOLD (Regular Warranty Clause)

FRED MATTHIES-----AND-----SUE E. DENMAN.

Exchange of land, in Deed Bk. 51, p. 156-157...Contd 2.

This exchange of lands is made in consumation of an agreement made between the said Leroy G. Denman during his lifetime with said Fred Matthies.

(Signed) Fred Matthies
Meta H. Matthies.
Sue E. Denman.

KNOWLEDGMENT of Fred Matthies and wife Meta H. Matthies taken by J.M. Woods, Notary Public, Guadalupe County, Texas, on July 31st 1917, in statutory form, seal attached; and that of Sue E. Denman as Independent Executrix of the estate of Leroy G. Denman, deceased, taken by P.J. Graves, Notary Public, Harris County, Texas, on August 8th 1917, in statutory form, seal attached.

228043.

Matthies

228043.

No 3

5880 Acres

4140

913

3160

N. 42 1/2 E 6532-13.

59

124313.

2

74

