

GRAY COUNTY ROLLED SKETCH # 3  
(In Flat Folder)

ABSTRACT OF TITLE TO THE LANDS OF THE  
HOUSTON AND GREAT NORTHERN RAILROAD CO.  
IN GRAY COUNTY, TEXAS AND NOW OWNED BY  
FREDERIC DE PEYSTER FOSTER AND CORNELIUS  
C. CUYLER

*county 45287*

No. \_\_\_\_\_

**ABSTRACT of TITLE**  
TO

*Lots 5-6-7-8, Block 8, Pampa*  
GRAY COUNTY, TEXAS

Prepared for *W W Henry*

FROM

**SILER FAULKNER, Abstracter**  
LEFORS, TEXAS

Fee, \$ \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_ 192\_\_\_\_

Have Complete Abstracts of Title to All Lands in  
Gray County, Texas

*Gray Co. Rld SK 3*

*counter 45288*

GRAY CO BLD SK. NO 3  
IN FLAT FOLDER

ABSTRACT OF TITLE

To the Lands of the

Houston & Great Northern  
Railroad Company

In

Gray County, Texas

And Now Owned By

Frederic de Peyster Foster

And

Corneljus C. Cuyler

counter 45289

THE STATE OF TEXAS  
TO  
TEXAS LAND COMPANY

} Patents.  
} Acknowledgment: None required.  
} Record: Not required in the county by law, the record of the General Land Office being public.

VOLUME 7, page 115, and Volume 8, pages 96 and 97, ABSTRACT TEXAS LAND TITLES, show that the lands located by virtue of the certificates issued to the Houston and Great Northern Railroad Company, and more particularly described in the conveyance from the New York and Texas Land Company, Limited, to the Francklyn Land & Cattle Company, on . . . . . of this abstract, were patented to the Texas Land Company, beginning with certificate number 15/3150 and ending with certificate number 15/3262, inclusive, with the proper abstract number, survey number, volume and page number, and the date of the issuance of said patent.

I.

The land certificates by virtue of which the lands covered by this Abstract were located and patented were granted to the Houston and Great Northern Railroad Company under the sixteenth section of the Act incorporating said Railroad Company, passed October 22nd, 1866, wherein it is declared that the Railroad Company should be entitled to receive such donations of land as were provided for by the terms of any laws of the State of Texas for the encouragement of general improvements (Gammel's Edition of Laws of Texas, Vol. 5, p. 1396; Special Laws of 1866, p. 176). Under the Act of January 30th, 1854, which was in force at the time the Houston and Great Northern Railroad Company was incorporated, and also at the time the land certificates in question were earned, the said Railroad Company was entitled to a grant of sixteen (16) sections of 680 acres of land each, for every mile of railroad constructed and put in running order (Gammel's Ed. Laws of Texas, Vol 3; p. 1455; Laws 5th Legislature, Chap. 15, p. 11.)

II.

The Houston and Great Northern Railroad Company was consolidated with the International Railroad Company, under the name of the International and Great Northern Railroad Company, by Articles of Consolidation dated Feb. 19, 1872, and resolutions passed in due form by the stockholders of the International Railroad Company, on Wednesday, Sept. 24, 1873, and by the stockholders of the Houston and Great Northern Railroad Company, on Sept. 27, 1873. This action was approved and confirmed by the State of Texas by an Act of the Legislature approved March 10, 1875, entitled "An Act for the relief of the International Railroad Company, now consolidated with the Houston and Great Northern Railroad Company under the name of the International and Great Northern Railroad Company." See Chap. 49, Acts of the Fourteenth Legislature (Gammel's Edition of Laws of Texas, Vol. 8, p. 659.) Also I. & G. N. R. R. Co. vs. Anderson Co. 59 Tex. 661.

The following are copies of the resolutions referred to above:

I. Copy of Resolution in minutes of a special meeting of the Stockholders of the International Railroad Company, held at Palestine, Texas, Wednesday, Sept. 24, 1873.

"On motion, the following resolution was adopted by a unanimous vote of the shares represented, viz:

"Resolved, That the International Railroad Company and its property, rights, powers and franchises be united, consolidated and merged with the railroad property, rights, powers and franchises of the Houston and Great Northern Railroad Company; also, that the capital stock of this company be consolidated with the capital stock of the Houston and Great Northern Railroad Company, and that the railroad of this company and its capital stock when so consolidated and united by the mutual agreement between the railroad companies above named, be placed under the direction of any new board of directors to be chosen as the directors of the consolidated Company, so that the franchises, powers and privileges of both companies may be represented, controlled and managed under one name, and the joint property be held, and all the rights of both corporations be owned, exercised and used by the new consolidated Company."

II. Copy of Resolution adopted in minutes of a special meeting of the Stockholders of the Houston and Great Northern Railroad Company, held in Houston, Texas, on September, 27, 1873.

"On motion, it was resolved, That the Houston and Great Northern railroad and its property, rights, powers and franchises be united, consolidated and merged with the railroad property, rights, powers and franchises of the International Railroad; also, that the capital stock of this Company be consolidated with the capital stock of the International Railroad Company, and that the railroad of this Company and its capital stock, when so consolidated and united by the mutual agreement between the railroad companies above named, be placed under the direction of any new Board of Directors, to be chosen as the directors of the Consolidated Company, so that the franchises, powers and privileges of both companies may be represented, controlled and managed under one name, and the joint property be held, and all the rights of both corporations be owned, exercised and used by the new Consolidated Company.

(Sgd.) Galusha A. Grow, Chairman."

"Attest: Ira H. Evans, Sec'y. H. & Gt. N. R. R. Co., Clerk."

THE STATE OF TEXAS  
TO  
TEXAS LAND COMPANY

} Patents.  
} Acknowledgment: None required.  
} Record: Not required in the county by law, the record of the General Land Office being public.

VOLUME 7, page 115, and Volume 8, pages 96 and 97, ABSTRACT TEXAS LAND TITLES, show that the lands located by virtue of the certificates issued to the Houston and Great Northern Railroad Company, and more particularly described in the conveyance from the New York and Texas Land Company, Limited, to the Francklyn Land & Cattle Company, on . . . . . of this abstract, were patented to the Texas Land Company, beginning with certificate number 15/3150 and ending with certificate number 15/3262, inclusive, with the proper abstract number, survey number, volume and page number, and the date of the issuance of said patent.

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"On motion, the following resolution was adopted by a unanimous vote of the shares represented, viz:

"Resolved, That the International Railroad Company and its property, rights, powers and franchises be united, consolidated and merged with the railroad property, rights, powers and franchises of the Houston and Great Northern Railroad Company; also, that the capital stock of this company be consolidated with the capital stock of the Houston and Great Northern Railroad Company, and that the railroad of this company and its capital stock when so consolidated and united by the mutual agreement between the railroad companies above named, be placed under the direction of any new board of directors to be chosen as the directors of the consolidated Company, so that the franchises, powers and privileges of both companies may be represented, controlled and managed under one name, and the joint property be held, and all the rights of both corporations be owned, exercised and used by the new consolidated Company."

II. Copy of Resolution adopted in minutes of a special meeting of the Stockholders of the Houston and Great Northern Railroad Company, held in Houston, Texas, on September, 27, 1873.

"On motion, it was resolved, That the Houston and Great Northern railroad and its property, rights, powers and franchises be united, consolidated and merged with the railroad property, rights, powers and franchises of the International Railroad; also, that the capital stock of this Company be consolidated with the capital stock of the International Railroad Company, and that the railroad of this Company and its capital stock, when so consolidated and united by the mutual agreement between the railroad companies above named, be placed under the direction of any new Board of Directors, to be chosen as the directors of the Consolidated Company, so that the franchises, powers and privileges of both companies may be represented, controlled and managed under one name, and the joint property be held, and all the rights of both corporations be owned, exercised and used by the new Consolidated Company.

(Sgd.) Galusha A. Grow, Chairman."

"Attest: Ira H. Evans, Sec'y. H. & Gt. N. R. R. Co., Clerk."

III.

THE INTERNATIONAL AND GREAT NORTH- ERN RAILROAD COMPANY TO EDWIN F. HATFIELD JR.	}	Transfer Land Certificates. Dated September, 15, 1874. Acknowledgment: None required. Record: See below.
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The International and Great Northern Railroad Company, in consideration of one dollar and other valuable considerations, sells, assigns, transfers and sets over "all the land certificates issued to the Houston and Great Northern Railroad Company and remaining unlocated at the date of this assignment, and all the right, title and interest of the said the Houston and Great Northern Railroad Company, in and to, any and all land certificates which may hereafter be issued by the State of Texas to the said the Houston and Great Northern Railroad Company, its successors or assigns, under and by virtue of the land grant from said State to said Company for the two hundred and fifteen (215) miles of said road already built."

Executed by Galusha A. Grow, as President of the I. & G. N. R. R. Co., and attested by Ira H. Evans, as Secretary, pursuant to a resolution of the Board of Directors of said Company. Seal of Company affixed.

The original of this instrument is on file in the General Land Office of Texas.

(The certificates covered by this instrument are more particularly described in . . . . . hereof.)

RECORD.

Filed for record in Gray County, Texas April, 21st 1903, at 10:1 A. M., and recorded the 22nd day of April, 1903, in Vol. 7, on page 351 Deed Record of said county.

This conveyance was authorized by a resolution of the board of directors of the International and Great Northern Railroad Company, passed at a meeting held on September, 1, 1874, and approved at a meeting of said directors held on January, 11, 1875. The following is a copy of the resolution:

"On motion, Whereas, a resolution was adopted at a meeting of the Joint Board of the International and Great Northern Railroad Company authorizing the sale of the lands of the Company to the Texas Land Company, and no action has been taken under said resolution: Resolved, that the lands belonging to this Company heretofore directed to be sold to the Texas Land Company be sold to Edwin F. Hatfield, Jr., and that the officers of this company be and are hereby authorized to convey the said lands with the same reservations as named in said resolution, and to receive in payment therefor such stock notes or other securities as shall be approved by the Executive Committee."

The following is a copy of the resolution alluded to in the foregoing resolution, taken from the minutes of a meeting of the Joint Board of Directors of the International and Great Northern Railroad Company, held on July, 24, 1874:

"On motion, Resolved, that all the lands acquired by the International Railroad Company, and by the Houston and Great Northern Railroad Company, by donation, purchase or otherwise, not necessary for the roadbeds, sidings, stations, depot grounds, shop grounds, turn tables, switches, cattle yards and other grounds, necessary to the operation of said roads, be sold to the Texas Land Company."

IV.

EDWIN F. HATFIELD JR. TO THE TEXAS LAND COMPANY	}	Transfer of Certificates. Dated October, 8th 1874. Acknowledgment: See below. Record: See below.
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In consideration of one dollar and other valuable considerations, sells, assigns, transfers and sets over "all my right title and interest in and to the land certificates which have been issued to the Houston and Great Northern Railroad Company, and which remain unlocated at the date of this assignment, and in and to any and all land certificates which may hereafter be issued by the State of Texas to the said Railroad Company, its successors or assigns, under and by virtue of the land grant from said State to said Railroad Company for the two hundred and fifteen (215) miles of said railroad already built; which certificates were assigned to me by an instrument in writing executed by The International and Great Northern Railroad Company, and dated the fifteenth September, 1874."

Sealed and delivered by Edwin F. Hatfield, Jr., in the presence of J. B. T. Hatfield and Edwin F. Corey, Jun

The original of this instrument is on file in the General Land Office of Texas.

The certificates transferred by this instrument are more particularly described in . . . . . of this Abstract.

ACKNOWLEDGMENT.

State of New York }  
City and County of New York }

Be it known that on this fourth day of October, A. D. 1875, before me, Edwin F. Corey, Jr., a Commissioner for the State of Texas, duly commissioned and qualified, and resident in said City and County of New York, personally appeared Edwin F. Hatfield, Jr., to me personally known to be the same person described in and who executed the above instrument from E. F. Hatfield, Jr., in favor of the Texas Land Company, and acknowledged that he executed the same for the uses and purposes therein expressed, and that the same is his free act and deed.

In witness whereof I have hereunto set my hand and affixed my official seal.

(Seal)

Edwin F. Corey, Jr., Commissioner of Deeds for the State of Texas in New York.

RECORD.

Filed for record April, 21st 1903, at 10:5 A. M., and recorded April 22nd 1903, at 1 o'clock P. M. on pages 354 and 355, Vol. 7, Deed Record for Gray County, Texas.

V.

THE INTERNATIONAL AND GREAT NORTH- }  
ERN RAILROAD COMPANY } Transfer of Certificates.  
TO } Dated November, 17, 1880.  
THE TEXAS LAND COMPANY } Acknowledgment: See below.  
Record: See below.

Recites in extenso the transfer by the International and Great Northern Railroad Company to Edwin F. Hatfield, Jr., on Sept. 15th 1874, of all the land certificates issued to the Houston and Great Northern Railroad Company and remaining unlocated at the date of said transfer, and all the right, title and interest of the said The Houston and Great Northern Railroad Company in and to any and all land certificates which might thereafter be issued by the State of Texas to the said The Houston and Great Northern Railroad Company for the 215 miles of road already built. (See ..... above)

"And Whereas, on the said 215 miles of the said Houston and Great Northern Railroad referred to in said instrument, there were subsequently issued to said Houston and Great Northern Railroad Company on the 23rd day of February, A. D. 1875, 542 certificates for 640 acres of land each, numbered from three thousand and seventy (3070) to three thousand six hundred and eleven (3611), both numbers inclusive, which were included and intended to be included in the conveyance hereinbefore described and embodied in this instrument;

"And Whereas, It appears that the said Edwin F. Hatfield Jr., did subsequently convey unto the Texas Land Company (see ..... above) out of the said 542 land certificates, 504 of the said certificates numbered as follows to-wit: Three thousand one hundred and six, book fifteen (15/3106), to three thousand one hundred and nineteen, book fifteen (15/3119), both numbers inclusive (14); three thousand one hundred and twenty-two, book fifteen (15/3122), to three thousand six hundred and eleven, book fifteen (15/3611), both numbers inclusive (490); making a total of 504 certificates;

"Now Therefore, Know all Men by these Presents, that the International and Great Northern Railroad Company, in consideration of the premises and of one dollar to said company paid," etc. Releases unto the said Texas Land Company all its right, title, claim and interest of every kind in said 504 certificates and the land located or that may be located by virtue of them or any of them.

Executed by R. S. Hayes, President of the International and Great Northern Railroad Company, and attested by D. S. H. Smith, Secretary. Seal affixed.

The original of this instrument is on file in the General Land Office of Texas.

ACKNOWLEDGMENT.

The State of Texas }  
County of Anderson }

Before me, J. W. Cartwright, a notary public in and for the County of Anderson in the State of Texas, duly commissioned and qualified, on this day personally appeared The International and Great Northern Railroad Company, by its President, R. S. Hayes, known to me to be the person whose name is subscribed to the foregoing deed, and acknowledged the execution of the same for the purposes and consideration therein expressed, and that said deed and his acknowledgment are the acts of said company.

Witness my hand and official seal at office in Palestine, Texas, this the 29th day of November, A. D. 1880.

(Seal)

J. W. Cartwright, Notary Public,  
Anderson County, Texas.

RECORD.

Filed April, 21, 1903, at 10:20 A. M., and recorded April, 23 1903, at 9 A. M. in Vol. 7, pages 358, 359 and 360, Deed Record for Gray County, Texas.

This instrument is a confirmation of ..... of this Abstract, with more complete description of the certificates, and is covered by the resolution quoted in connection with .....

VI.

THE TEXAS LAND COMPANY }  
 TO } Deed.  
 THE NEW YORK AND TEXAS LAND COM- } Dated November, 20, 1880.  
 PANY LIMITED. } Acknowledgment: See below.  
 } Record: See below.

The party of the first part for and in consideration of the sum of ten dollars, grants, bargains, sells, conveys, etc., in fee simple, absolute forever "All the lands in the State of Texas and all the land certificates now owned by the party of the first part under and by virtue of two certain deeds of conveyance, executed and delivered to the said party of the first part by Edwin F. Hatfield Jr.," on October, 8th 1874. (see ..... of this Abstract).

Among the certificates recited in this instrument by numbers, are Nos. 15/3122 to 15/3611, issued on February, 23, 1875, (490 certificates) and which include the certificates by virtue of which the lands covered by this Abstract were located and patented.

From this conveyance there is saved and excepted various pieces and parcels of land, but none of the land covered by this Abstract.

"It is the object and intent of this instrument to convey to the said party of the second part all of the said lands heretofore located and not heretofore sold and conveyed, and also all the land and right in land, by virtue of the aforesaid certificates, not previously sold and conveyed, whether the same be located or otherwise.

"It is understood that the lands described in this indenture as located by virtue of the land certificates enumerated herein are situated in the counties of"—among other counties named is the County of Gray, in the State of Texas.

The instrument concludes: "In witness whereof, the said Texas Land Company, pursuant to a resolution of its Board of Directors, has hereunto set its corporate seal to this and nineteen (19) other deeds in the words and figures of this, each of which is made and to be considered an original deed, and each is attested by the signatures of the President and Assistant Secretary of the party of the first part on the day and year first above written."

Executed by D. S. H. Smith, President, and attested by A. R. Howard, Assistant Secretary. Signed, sealed and delivered in the presence of E. A. Giraud and James Hand. Seal of Texas Land Company affixed,

The State of Texas }  
 County of Anderson } ACKNOWLEDGMENT.

Before me, Geo. W. Angle, a notary public in and for the County of Anderson and State of Texas, duly commissioned and qualified, on this day personally appeared D. S. H. Smith, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he, as President of the Texas Land Company, executed and delivered the same for the purposes and consideration therein expressed, and that said instrument and this acknowledgment are the acts of said corporation.

Given under my hand and seal of office, this the twentieth day of November, A. D. 1880.  
 (Seal) Geo. W. Angle, Notary Public,  
 Anderson County, Texas.

RECORD.

Filed for record in Gray County, Texas, July, 12th 1902, at 9 o'clock A. M., and recorded July 15th 1902, at 1 o'clock P. M., in Vol. 7, on pages 164-168, inclusive, Deed Record of said county.

This deed was executed under and by virtue of the resolution given below:

STATE OF TEXAS }  
 COUNTY OF TRAVIS }

I, IRA H. EVANS, President of the New York & Texas Land Company, Limited, do hereby certify that the said Land Company is the successor of the Texas Land Company, and custodian of its records, and that said records show that the following resolution was passed in due form by the Board of Directors of said Texas Land Company at a meeting held November, 9th 1880:

"Resolved, that the President and Secretary, or Assistant Secretary, of this Company, be and they are hereby authorized and empowered to grant, assign, transfer and convey to the New York & Texas Land Company, Limited, all the real estate of this Company (except its town sites and town and city lots and blocks) and all the personal property of this Company, including its promissory notes and things in action of every kind; provided that such conveyance shall contain no covenant of warranty, and that before delivery of any such conveyance the said New York and Texas Land Company, Limited, shall, by resolution of its Board of Directors, assume the fulfillment of all contracts heretofore made by this company with respect to the sale, lease or other disposition of the said real estate so to be conveyed."

(Seal of the New  
 York and Texas  
 Land Co. Ltd.)

WITNESS: The New York and Texas Land Company, Ltd., by the hand of its President, attested by the Seal of said Company, this 15th day of January, A. D. 1906.

THE NEW YORK AND TEXAS LAND COMPANY, LTD.,  
 By IRA H. EVANS, President.

This certificate is properly acknowledged before John Granger, a notary public of Travis County, Texas, by Ira H. Evans, as President of the New York and Texas Land Company, Ltd., on the 15th day of January, 1906; and filed for record in Gray Co. Texas, on the 20th day of January, 1906, at 2:5 o'clock P. M., and recorded the 25th day of January, 1906, in the Deed Records of said County in Vol. 9, page 161.



VII.

NEW YORK AND TEXAS LAND COMPANY LIMITED TO FRANCKLYN LAND AND CATTLE COM- PANY	}	Special Warranty Deed. Date: May, 1st 1883. Consideration: \$879,693.15 Acknowledgment: See below. Record: See below.
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The New York and Texas Land Company, Limited, in consideration of eight hundred and seventy-nine thousand six hundred and ninety-three 15/100 (\$879,693.15) dollars, paid and secured to be paid as hereinafter stated by the Francklyn Land and Cattle Company, a corporation created under the laws of the State of New Jersey, have granted, bargained, sold and released, and by these presents do grant, bargain, sell and release unto the said Francklyn Land and Cattle Company, their successors and assigns, the following described tracts or bodies of land situated in the State of Texas, to-wit: Eight hundred and sixty-eight surveys of six hundred and forty acres of land each, situated in the counties hereinafter named, located by virtue of land certificates issued by the State of Texas to the International and Great Northern Railroad Company, and more particularly described as to numbers of surveys, certificates, etc., as follows:

IN THE COUNTY OF GRAY.

Sur.....	Blk.....	Cert.....	Sur.....	Blk.....	Cert.....	Sur.....	Blk.....	Cert.....
1	3	1000	70	3	1069			
2	"	1001	71	"	1070	140	3	1139
3	"	1002	72	"	1071	141	"	1140
4	"	1003	73	"	1072	142	"	1141
5	"	1004	74	"	1073	143	"	1142
6	"	1005	75	"	1074	144	"	1143
7	"	1006	76	"	1075	145	"	1144
8	"	1007	77	"	1076	146	"	1145
9	"	1008	78	"	1077	147	"	1146
10	"	1009	79	"	1078	148	"	1147
11	"	1010	80	"	1079	149	"	1148
12	"	1011	81	"	1080	150	"	1149
13	"	1012	82	"	1081	151	"	1150
14	"	1013	83	"	1082	152	"	1151
15	"	1014	84	"	1083	153	"	1152
16	"	1015	85	"	1084	154	"	1153
17	"	1016	86	"	1085	155	"	1154
18	"	1017	87	"	1086	156	"	1155
19	"	1018	88	"	1087	157	"	1156
20	"	1019	89	"	1088	158	"	1157
21	"	1020	90	"	1089	159	"	1158
22	"	1021	91	"	1090	160	"	1159
23	"	1022	92	"	1091	161	"	1160
24	"	1023	93	"	1092	162	"	1161
25	"	1024	94	"	1093	163	"	1162
26	"	1025	95	"	1094	164	"	1163
27	"	1026	96	"	1095	165	"	1164
28	"	1027	97	"	1096	166	"	1165
29	"	1028	98	"	1097	167	"	1166
30	"	1029	99	"	1098	168	"	1167
31	"	1030	100	"	1099	169	"	1168
32	"	1031	101	"	1100	170	"	1169
33	"	1032	102	"	1101	171	"	1170
34	"	1033	103	"	1102	172	"	1171
35	"	1034	104	"	1103	173	"	1172
36	"	1035	105	"	1104	174	"	1173
37	"	1036	106	"	1105	175	"	1174
38	"	1037	107	"	1106	176	"	1175
39	"	1038	108	"	1107	177	"	1176
40	"	1039	109	"	1108	178	"	1177
41	"	1040	110	"	1109	179	"	1178
42	"	1041	111	"	1110	180	"	1179
43	"	1042	112	"	1111			
44	"	1043	113	"	1112			
45	"	1044	114	"	1113			
46	"	1045	115	"	1114			
47	"	1046	116	"	1115			
48	"	1047	117	"	1116			
49	"	1048	118	"	1117			
50	"	1049	119	"	1118			
51	"	1050	120	"	1119			
52	"	1051	121	"	1120			
53	"	1052	122	"	1121			
54	"	1053	123	"	1122			
55	"	1054	124	"	1123			
56	"	1055	125	"	1124			
57	"	1056	126	"	1125			
58	"	1057	127	"	1126			
59	"	1058	128	"	1127			
60	"	1059	129	"	1128			
61	"	1060	130	"	1129			
62	"	1061	131	"	1130			
63	"	1062	132	"	1131			
64	"	1063	133	"	1132			
65	"	1064	134	"	1133			
66	"	1065	135	"	1134			
67	"	1066	136	"	1135			
68	"	1067	137	"	1136			
69	"	1068	138	"	1137			
			139	"	1138			

Gray Co. 1890

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Also one hundred and twenty-seven (127) surveys located by virtue of land certificates issued by the State of Texas to the Houston and Great Northern Railroad Company, situated in the counties hereinafter named, and more particularly described as to numbers of surveys, certificates, acreage etc., as follows:

IN THE COUNTY OF GRAY:

Sur.....	Blk.....	Cert.....	Acres.....	Sur.....	Blk.....	Cert.....	Acres.....
1	B2	15/3150	572	113	B2	15/3206	640
3	"	15/3151	320	115	"	15/3207	640
5	"	15/3152	640	117	"	15/3208	640
7	"	15/3153	640	119	"	15/3209	320
9	"	15/3154	640	121	"	15/3210	320
11	"	15/3155	640	123	"	15/3211	640
13	"	15/3156	640	125	"	15/3212	640
15	"	15/3157	640	127	"	15/3213	640
17	"	15/3158	640	129	"	15/3214	640
19	"	15/3159	640	131	"	15/3215	640
21	"	15/3160	640	133	"	15/3216	640
23	"	15/3163	640	135	"	15/3217	640
25	"	15/3164	640	137	"	15/3218	640
27	"	15/3165	640	139	"	15/3219	640
29	"	15/3166	252 $\frac{1}{4}$	141	"	15/3220	640
31	"	15/3167	252 $\frac{1}{4}$	143	"	15/3221	640
33	"	15/3168	640	145	"	15/3222	640
35	"	15/3169	640	147	"	15/3223	640
37	"	15/3170	640	149	"	15/3224	320
39	"	15/3171	640	151	"	15/3225	320
41	"	15/3172	640	153	"	15/3226	640
43	"	15/3173	640	155	"	15/3227	640
45	"	15/3174	640	157	"	15/3228	640
47	"	15/3175	640	159	"	15/3229	640
				161	"	15/3230	640
49	"	15/3176	640	163	"	15/3231	640
51	"	15/3177	640	165	"	15/3232	640
53	"	15/3178	640	167	"	15/3233	640
55	"	15/3179	640	169	"	15/3234	640
57	"	15/3180	640	171	"	15/3235	640
59	"	15/3181	252 $\frac{1}{4}$	173	"	15/3236	640
61	"	15/3182	320	175	"	15/3237	640
63	"	15/3183	640	177	"	15/3238	640
65	"	15/3184	640	179	"	15/3239	320
67	"	15/3185	640	181	"	15/3240	320
69	"	15/3161	640	183	"	15/3241	640
71	"	15/3162	640	185	"	15/3242	640
73	"	15/3186	640	187	"	15/3243	640
75	"	15/3187	640	189	"	15/3244	640
77	"	15/3188	640	191	"	15/3245	640
79	"	15/3189	640	193	"	15/3246	640
81	"	15/3190	640	195	"	15/3247	640
83	"	15/3191	640	197	"	15/3248	640
85	"	15/3192	640	199	"	15/3249	640
87	"	15/3193	640	201	"	15/3250	640
89	"	15/3194	320	203	"	15/3251	640
91	"	15/3195	320	205	"	15/3252	640
93	"	15/3196	640	207	"	15/3253	640
95	"	15/3197	640	209	"	15/3254	320
97	"	15/3198	640	211	"	15/3255	320
99	"	15/3199	640	213	"	15/3256	640
101	"	15/3200	640	215	"	15/3257	640
103	"	15/3201	640	217	"	15/3258	640
105	"	15/3202	640	219	"	15/3259	640
107	"	15/3203	640	221	"	15/3260	640
109	"	15/3204	640	223	"	15/3261	640
111	"	15/3205	640	225	"	15/3262	640

(This deed also conveys land located in Roberts, Carson and Hutchinson Counties)

"According to the map or plot of said surveys on file in the General Land Office of the State of Texas, and making a total of six hundred and thirty-one thousand four hundred and eight and seventy-five one hundredths of an acre of land (631,408  $\frac{75}{100}$ ), be the same more or less.

"Together with all and singular the rights, members, hereditaments and appurtenances to the same belonging or in anywise incident or appertaining; and all the rights and interest of the said New York & Texas Land Company, Limited, to and in the certificates above mentioned.

"Of the consideration mentioned herein, the sum of fifty thousand and six hundred and ninety-three and  $\frac{15}{100}$  (\$50,693.15) dollars has been paid in cash; the remainder is evidenced by the five ob-

ligations of the said Francklyn Land & Cattle Company, drawn to the order of the said New York & Texas Land Company, Limited, as follows:

One due May, 1st 1884, for \$245,000.00  
One due May, 1st 1885, for \$146,000.00  
One due May, 1st 1886, for \$146,000.00  
One due May, 1st 1887, for \$146,000.00  
One due May, 1st 1888, for \$146,000.00

all of even date herewith, and payable at the office of the said New York & Texas Land Company, Limited, in the City of New York; all bearing interest at the rate of five per cent per annum from date until paid, which said interest is payable semi-annually, on the first day of May and November, in each year, and which said obligations are secured by a deed of trust upon the lands herein conveyed, of even date herewith, executed by the said Francklyn Land & Cattle Company to Ira H. Evans, as Trustee for the use and benefit of the legal holder or holders of said obligations."

(For deed of trust mentioned herein see IX of this abstract)

This deed is given subject to the following leases, made by the New York & Texas Land Company, Limited: One of date March, 15th 1881, made with Julian Gunter, commencing July, 1st 1881, and continuing for the period of ten years, leasing 168 sections of 640 acres each in Blocks 4 and 5, Carson County, Texas; and the other of date February, 10th 1882, made with B. B. Groom, commencing on the day of its date and continuing for the period of ten years, leasing 529,920 acres in Hutchinson, Roberts, Carson and Gray Counties, Texas, upon which the rental has been paid to August, 9th 1883. "The two instruments of writing evidencing said leases are delivered herewith and assigned to the said Francklyn Land & Cattle Company."

Executed by Ira H. Evans, President of the New York & Texas Land Company, Limited, on the first day of May, A. D. 1883.

(Corporate seal affixed.)

#### ACKNOWLEDGMENT.

The State of Texas }  
County of Anderson }

Before me, J. H. Mead, a notary public in and for the County of Anderson, in the State of Texas, duly commissioned and qualified, on this day personally appeared the New York & Texas Land Company, Limited, by its President, Ira H. Evans, known to me to be the person whose name is subscribed to the foregoing deed and acknowledged the execution of the same for the purposes and consideration therein expressed, and that said deed and this acknowledgment are the acts of said company.

Witness my hand and official seal at office in Palestine, Texas, this first day of May, A. D. 1883.

(Seal)

J. H. MEAD, Notary Public,  
Anderson County, Texas.

#### RECORD.

Filed for record in Wheeler County, Texas, July, 30th A. D. 1883, at 9 A. M., and recorded August, 1st 1883, in Vol. 1, pages 146 et seq., Deed Record for Gray County; Gray County at that time being attached to Wheeler County for judicial purposes, but having since organized, the said original record is now an archive of said Gray County.

This deed was executed by Ira H. Evans, President of the New York & Texas Land Company, Limited, under and by virtue of a resolution passed at a meeting of the Board of Directors of the New York & Texas Land Company, Limited, held in New York, on July, 6th 1880, and which was in force at the time this deed was executed. The resolution is as follows: "On motion it was resolved that Mr. Ira H. Evans, the President of this Company, is hereby authorized and empowered to make sales and leases of the lands of this Company situated in the State of Texas, upon such terms and conditions as he may deem best for the interests of the Company, and in the name of this Company to make, execute and deliver all necessary deeds, conveyances and releases, and other written instruments that may be required to carry this resolution into effect, and also to affix the seal of this Company thereto."

The proceedings of that meeting were approved, confirmed and adopted at a meeting of the Stockholders of said company, held August, 10th 1880, as follows: "Minutes of Directors' meeting of Mch. 10 and 11, Apr. 5 and 13, May 11, July 6 and 7 and August, 10, were present, and on motion it was

"Resolved, that all the minutes and proceedings of the Board of Directors, and all acts done in pursuance thereof, be and the same are hereby approved, confirmed and adopted."

A certificate of the above resolution, and approval, confirmation and adoption by the stockholders of said company, executed on the 19th day of September, A. D. 1905, by Ira H. Evans, President, and Thos. R. White, Secretary, of the New York and Texas Land Company, Limited, and under the seal of said company, and acknowledged in due form before Marshall L. Bowers, a Notary Public for the County and State of New York, on the 19th day of September, 1905, was filed for record in Gray County, Texas, on the 28th day of October, 1905, at 2 P. M., and recorded on the first day of Nov. 1905, at 12 o'clock M., in Vol. 8, page 541, Deed Record of said Gray County.

VIII.

FRANCKLYN LAND AND CATTLE COM-  
 PANY  
 TO  
 IRA H. EVANS  
 TRUSTEE.

Deed of Trust.  
 Dated, May, 1st 1883.  
 Acknowledgment: See below.  
 Record: See below.

This is the deed of trust mentioned in VII of this Abstract, and is given to secure the notes described in that instrument, and conveys to Ira H. Evans, Trustee, the lands described in VII above.

"It is provided in said obligations that if the Francklyn Land and Cattle Company, its representatives or assigns, shall fail to pay any of said obligations according to their tenor and effect, or the semi-annual interest therein stipulated, for a period of 60 days after the same shall become due," the said trustee or his successor at the request of the New York and Texas Land Company, Limited, or the legal holders of said obligations, shall enforce this trust, etc.

"In the case of the death, inability, refusal or failure of the said Trustee, from any cause to act in carrying out the provisions of this deed; then Samuel Thorne, of the City, County and State of New York, is hereby constituted and appointed alternate trustee, who shall thereupon hold, possess and execute the titles, rights, powers and duties herein conferred on said trustee, and whose conveyance to the purchaser or purchasers, shall in such case be equally valid and effective; and in the event said trustee and alternate trustee shall die, or from any cause shall fail or be unable to act in carrying out the provisions of this deed, then the majority in amount of the legal holder or holders of said obligations, shall without further formality than an appointment and designation in writing, name, constitute and appoint a successor and substitute," who shall have the same powers as conferred on said trustee.

"And it is further understood that the Francklyn Land and Cattle Company shall have the privilege of paying any of said obligations in whole or in part before the maturity thereof; provided, when said payments are made, they shall be in installments of not less than fifty thousand dollars, and in case of the payment of any of the said notes, or of any installment as aforesaid, that then it shall be the duty of the said trustee to release from the lien created by this trust deed or mortgage, at the request of the said Francklyn Land and Cattle Company, one acre of the land herein conveyed for each two and 50-100 (\$2.50) dollars so paid; and the land to be released shall be in contiguous sections to be designated by the said Francklyn Land and Cattle Company, and shall commence at the outer corner of some one of the blocks of surveys hereinbefore described and all the surveys in any one block shall be thus designated in a compact body until all the surveys in such block shall have been exhausted before any other surveys in any other block shall be designated for such release; provided, that each succeeding designation of surveys for this purpose in any one block, shall immediately adjoin the last preceding designation in the same block in order that the surveys to be thus designated may lie in as compact and solid a body as practicable, and the same course shall be pursued with respect to each succeeding block as the Francklyn Land and Cattle Company shall become entitled to make such designation."

Executed by Allan McCulloh, President of the Francklyn Land and Cattle Company, and attested by William J. Campbell, Secretary. Corporate seal affixed. Executed in the presence of Alfred B. Nacher and Ewd. E. Hooper.

ACKNOWLEDGMENT.

State of New York }  
 City and County of New York }

Before me, Edward E. Hooper, a notary public in and for the said City and County of New York, duly commissioned and qualified, on this day personally appeared the Francklyn Land and Cattle Company, by its President Allan McCulloh, known to me to be the person whose name is subscribed to the foregoing deed, and acknowledged the execution of the same for the purposes and consideration therein expressed, and that said deed and this acknowledgment are the acts of said Company.

Witness my hand and official seal, in the City and County of New York, the 22nd day of May, 1883.

(Seal)

EDWD. E. HOOPER, Notary Public, Kings Co.  
 Certificate filed in N. Y. County.

RECORD.

Filed for record in Wheeler County, Texas, June, 25th 1883, at 5 o'clock P. M., and recorded June 30, 1883, at 11 A. M., in Vol. 1, pages 110 to 133, inclusive, Deed Record for Gray County; Gray Co. at that time being attached to Wheeler Co. for judicial purposes, but has since organized, and said record is now an archive of said Gray County.

## IX.

FRANCKLYN LAND AND CATTLE COM  
 PANY  
 TO  
 CHARLES G. FRANCKLYN AND  
 CHARLES B. ALEXANDER, TRUSTEES.

First Mortgage to Secure Bond Issue.  
 Dated December, 1, 1882.  
 Acknowledgment: See below.  
 Record: See below:

This instrument recites that

"Whereas, at a meeting of the Board of Directors of the Francklyn Land and Cattle Company, it was among other things resolved:

"First; That for the purpose of providing funds for beginning and carrying on the business of this Company, the Company will issue and sell its first mortgage bonds to the amount of one million five hundred thousand dollars," etc. (here follows the form of the bonds numbered 1 to 1500, inclusive, and interest warrants and trustee's certificates.)

"Second: That to secure the payment of said bonds and interest warrants, this company will duly execute a deed of trust or mortgage under its corporate seal, and signed by its President and Secretary, conveying to Charles B. Francklyn and Charles B. Alexander, as Trustees, all the real estate now owned or hereafter to be acquired, and also any and all personal property belonging to it at the time of instituting any proceeding to foreclose or otherwise enforce the provisions of said mortgage relating to the remedies of the bondholders in case of default upon the part of the Company. And the President and Secretary are hereby authorized and instructed to sign, acknowledge and deliver such a deed of trust or mortgage and to attach the seal of the Company thereto."

"Now this indenture witnesseth, that the said party of the first part, the better to secure the payment of said bonds and interest coupon," etc. \* \* \* "doth grant, bargain, sell, release, convey and confirm, assign, transfer and set over unto the said party of the second part, their heirs, successor or successors and assigns forever, all those certain tracts or parcels of land, situate lying and being in the State of Texas, and located, bounded and described as follows:

First: (Describes land in Hutchinson County.)

Second: (Describes land in Roberts County.)

"Third: All those certain tracts or parcels of land situate lying and being in the County of Gray, in said State of Texas, which taken together are bounded and described as follows: Beginning at the northwest corner of said County of Gray, and running thence southwardly along the division line between Gray and Carson Counties, twelve miles; thence eastwardly at right angles to said division line, fifteen miles; thence northwardly parallel to said division line, twelve miles, to the northerly line of said Gray County; thence westwardly along said northerly line of Gray County, fifteen miles to the place of beginning, containing 115,200 acres.

Fourth: (Describes land in Carson County.)

"Fifth: All those alternate sections of one square mile each, colored in yellow on a map of the lands of the New York and Texas Land Company, Limited, in the Panhandle of Texas, dated Palestine, Texas, 1882, and shown on said map as "B2," and being one hundred and twenty-eight sections of land of one square mile each, the said sections being included in and part of a larger tract of land, which larger tract of land is situated partly in the County of Gray and partly in the County of Carson, in said State of Texas, and is bounded, located and described as follows: Beginning at a point in the division line between Gray and Carson Counties which point is distant twelve miles southerly from the northwest corner of Gray County, and running thence eastwardly at right angles to said division line, fifteen miles; thence southwardly parallel to said division line, eleven miles; thence westwardly at right angles to said division line, one mile; thence southwardly parallel to said division line, two miles; thence eastwardly at right angles to said division line, one mile; thence southwardly parallel to said division line, two miles; thence westwardly at right angles to said division line and crossing the same, seventeen miles; thence northwardly parallel to said division line, fifteen miles; and thence eastwardly at right angles to said division line, two miles to said division line at the place of beginning; the same being the land included in said boundaries which were heretofore conveyed to said New York and Texas Land Company, Limited, be the same more or less, and containing 81,920 acres more or less."

(The lands described in ——— of this Abstract are comprehended within the boundaries described above.)

"In the event of default in the payment of any money, principal or interest, the trustees shall, with or without entry sell the property hereby conveyed, at public auction at some suitable place in the City of New York," after giving notice of the time and place of sale as required by law, and which sale shall be a perpetual bar in law and in equity against the party of the first part, and all persons or corporations claiming through or under it, etc.

The said Trustees or either of them may resign and discharge themselves of the trust hereby created, by notice in writing to the party of the first part, and whenever a vacancy shall occur in the office of trustee hereunder, by resignation or otherwise, the Board of Directors of the party of the first part, or its successors or assigns, shall have the right to fill such vacancy by appointing a successor or successors; "and any trustee or trustees appointed to fill such vacancy, or to succeed any trustee or trustees hereunder, shall be vested with and entitled and subject to all the rights, powers, duties and trusts herein conveyed and contained, as if originally named in this mortgage; provided, that with the instrument or instruments of appointment, a written acceptance, signed and duly acknowledged by the new trustee or trustees, shall be filed and recorded."

Executed by Allan McCulloh, President of the Francklyn Land and Cattle Company, and attested by W. J. Campbell, Secretary. Corporate seal affixed. Also signed and sealed by Charles G. Francklyn and C. B. Alexander, Trustees, in token of their acceptance of the trusts hereby created."

ACKNOWLEDGMENT.

State of New York }  
City and County of New York }

On the 25th day of January, in the year of our Lord one thousand eight hundred and eighty-three, before me, Charles Edgar Mills, a Commissioner for the State of Texas, duly appointed a commissioner under and by virtue of the laws of said State of Texas, and dwelling in New York City, New York, personally appeared Allan McCulloh, the President of the Francklyn Land and Cattle Company, and W. J. Campbell, the Secretary of the same company, each personally known to me to be such, and they being by me duly and severally sworn, did severally depose and say: That he, the said Allan McCulloh, resided in New York City, New York, and was the President of the said Francklyn Land and Cattle Company; that he, the said W. J. Campbell, also resided in New York City, New York, and was the secretary of said Company; that they knew the corporate seal of said Company; that the seal affixed to the foregoing mortgage or trust deed and purporting to be the seal of the said Company, was such seal; that it was so affixed by order of the Board of Directors of the said Company, and that they severally signed their names thereto by the like order as President and Secretary. And the said Allan McCulloh and W. J. Campbell also severally acknowledged to me that they executed the said mortgage or deed of trust freely and voluntarily and as the act and deed of the said The Francklyn Land and Cattle Company, for the uses, purposes and consideration therein expressed.

In witness whereof I have hereunto set my hand and affixed my official seal at the City and County of New York aforesaid, on the 25th day of January, A. D. 1883.

CHARLES EDGAR MILLS, a Commissioner for Texas in  
New York.

(Seal)

Consulate General of the United States }  
of America for Great Britain and Ireland }  
at London. }

On this 22nd day of February, 1883, before me, Edwin A. Merritt, Consul General of the United States of America for Great Britain and Ireland at London, personally appeared Charles G. Francklyn and Charles B. Alexander, to me known and known to me to be the persons severally described in and who executed the within mortgage or instrument and then and there acknowledged the same to be their respective free and voluntary act and deed and for the uses and purposes therein expressed.

In testimony whereof I have hereunto set my hand and affixed the seal of the Consulate General of the United States of America for Great Britain and Ireland at London aforesaid, the day and year above written.

(Seal)

E. A. MERRITT, Consul General.

RECORD.

Filed for record in Wheeler County, Texas, July, 30th 1883, at 9 o'clock A. M., and recorded August 6th 1883, at 7 o'clock P. M., in Vol. 1, pages 155 et seq., Deed Record for Gray County; Gray County at that time being attached to Wheeler County for Judicial purposes, but having since organized, the said original record is now an archive of said Gray County.

X.

FRANCKLYN LAND AND CATTLE COM- } Supplemental mortgage.  
PANY } Dated: November, 27th 1883.  
TO } Acknowledgment: See below.  
CHARLES G. FRANCKLYN AND CHARLES } Record: See below.  
B. ALEXANDER, TRUSTEES. }

This is a mortgage on about 62,000 head of cattle given as additional security to the mortgage or deed of trust dated December, 1st, 1882, (see IX of this Abstract) and does not affect the lands covered by this abstract except thus far: "And the said party of the first part hereby in all things ratifies and confirms the said indenture of December, first, 1882."

ACKNOWLEDGMENT.

In proper form by Charles G. Francklyn, President, and William J. Campbell, Secretary of the Francklyn Land and Cattle Company, before Charles Nettleton, a Commissioner for Texas in New York, on the 27th day of November, 1883. (Seal)

Also properly acknowledged by Charles G. Francklyn and Charles B. Alexander, Trustees, before Charles Nettleton, a Commissioner for Texas in New York, on the 27th day of November, 1883. (Seal)

RECORD.

Filed for record in Wheeler County, Texas, on the 9 day of Nov., 1886, at 12 o'clock, M., and recorded on the 1 day of Dec., 1886, in Vol. 3, page 59 et seq., Deed Record for Gray County; Gray County at that time being attached to Wheeler County for judicial purposes, but has since organized, and said record is now an archive of said Gray County.

XI.

IRA H. EVANS  
TO  
FRANCKLYN LAND AND CATTLE  
COMPANY.

} Resignation of Ira H. Evans, Trustee.  
Dated, October, 30th 1886.  
Acknowldgment: See below.  
Record: See below.

This is the resignation of Ira H. Evans, the grantee named in a certain deed of trust executed by the Francklyn Land and Cattle Company to Ira H. Evans, Trustee, dated May, 1st 1883. (see VIII of this Abstract.)

Executed by Ira H. Evans, and signed, sealed and delivered in the presence of William K. Smith.

ACKNOWLEDGMENT.

Acknowledged in due form before William K. Smith, a notary public in and for the County of Kings, with certificate filed in the County of New York, N. Y., on the 30th day of October, 1886.  
(Seal)

RECORD.

Filed for record in Gray County, Texas, July, 20th 1903, at 2 o'clock P. M., and recorded July, 21st, 1903, at 4 P. M., in Vol. 2 Deed of Trust Records, pages 84, 85 and 86.

XII.

SAMUEL THORNE, ALTERNATE TRUSTEE  
TO  
FRANCKLYN LAND AND CATTLE  
COMPANY.

} Resignation of Samuel Thorne, Alternate Trustee.  
Dated, October, 30th 1886.  
Acknowldgment: See below.  
Record: See below.

This is the resignation of Samuel Thorne the alternate trustee named in a certain deed of trust executed by the Francklyn Land and Cattle Company to Ira H. Evans, Trustee, dated May, 1st 1883. (see VIII of this Abstract.)

Executed by Samuel Thorne in the presence of J. Carpenter.

ACKNOWLEDGMENT.

Acknowledgment taken in due form before J. Herbert Carpenter, a notary public for the County of Westchester, State of New York, with certificate filed in the County of New York, on the 3rd day of November, 1886. (Seal)

RECORD.

Filed for record in Gray County, Texas, on July, 20th 1903, at 2 o'clock P. M. and recorded July, 21st 1903, at 4 o'clock P. M. in Vol. 2, Deed Trust Records, on pages 84, 85 and 86.

XIII.

FRANCKLYN LAND AND CATTLE  
COMPANY  
TO  
FREDERIC de PEYSTER FOSTER,  
TRUSTEE.

} Appointment of substitute Trustee.  
Dated, April, 17th 1886.  
Acknowldgment: See below.  
Record: See below.

"Whereas, on or about the first day of December, 1882, the Francklyn Land and Cattle Company, made, executed and delivered a certain first mortgage or deed of trust, wherein and whereby it conveyed to Charles G. Francklyn and Charles B. Alexander, as Trustees, the premises and property therein described upon the uses and trusts and for the purposes therein expressed," (see IX of this Abstract) and also refers to another mortgage or deed of trust made on or about the 27th day of November, 1883, to Charles G. Francklyn and Charles B. Alexander, Trustees, known as its supplemental mortgage or deed of trust. (see X of this Abstract.)

"Whereas, it is provided in said mortgages or deeds of trust that if at any time a vacancy shall occur in the office of trustee thereunder by resignation or otherwise, the board of directors of the Francklyn Land and Cattle Company shall have the right to appoint a successor or successors to fill such vacancy," etc., and

"Whereas, Charles G. Francklyn, one of the persons named as trustee in said mortgages or deeds of trust, has resigned, and the vacancy occurring in the office of trustee by said resignation has been filled by the appointment of Frederic de Peyster Foster, of the City of New York.

"Now therefore, the said Francklyn Land and Cattle Company, hereby certifies that Frederic de Peyster Foster, has been duly appointed in pursuance of the terms of said mortgage to fill the vacancy in

count 175302



the office of trustee under said mortgages or deeds of trust by the resignation of Charles G. Francklyn, with all the powers given to the trustees therein named as fully as if the said Frederic de Peyster Foster had been originally named as one of the trustees thereunder.

Executed by Charles G. Francklyn, President of the Francklyn Land and Cattle Company, and attested by William J. Campbell, Sec. Corporate seal affixed. Also executed by Frederic de Peyster Foster, in token of his acceptance of the trusts created by said mortgages or deeds of trust.

#### ACKNOWLEDGMENT.

Acknowledged by Chas. G. Francklyn and William J. Campbell, before Charles Edgar Mills, a commissioner for the State of Texas in New York, on the 8th day of May, 1886. Seal affixed. This is the same form of acknowledgment as in IX of this Abstract.

Also properly acknowledged by Frederic de Peyster Foster, before the same officer on the first day of June, 1886. Seal affixed.

#### RECORD.

Filed for record in Wheeler County, Texas, on the 17th day of June, 1886, at 2 o'clock P. M., and recorded June 23rd 1886, at 10 o'clock A. M. in Vol. 2, pages 218 and 222, inclusive, Deed Record for Gray County; Gray County at that time being attached to Wheeler County for Judicial purposes, but has since organized, and said record is now an archive of said Gray County.

XIV.

FREDERIC de PEYSTER FOSTER, AS TRUSTEE, ETC. A CITIZEN OF THE STATE OF NEW YORK, COMPLAINANT,

AGAINST

THE FRANCKLYN LAND AND CATTLE COMPANY, A CORPORATION CREATED BY AND EXISTING UNDER THE LAWS OF THE STATE OF NEW JERSEY, AND A CITIZEN OF SAID STATE, GORDON CUNARD, AN ALIEN AND A SUBJECT OF THE UNITED KINGDOM OF GREAT BRITAIN AND IRELAND, AND THE WESTERN MORTGAGE AND INVESTMENT COMPANY, A CORPORATION CREATED BY AND EXISTING UNDER THE LAWS OF THE STATE OF MISSOURI AND A CITIZEN OF SAID STATE, DEFENDANTS.

FINAL DECREE IN EQUITY, NO. 103, AT DALLAS. AT A STATED TERM OF THE CIRCUIT COURT OF THE UNITED STATES FOR THE NORTHERN DISTRICT OF TEXAS, IN THE FIFTH CIRCUIT, HELD AT THE COURT ROOMS AT GRAHAM IN SAID DISTRICT ON THE 24, DAY OF OCTOBER, 1887.

This is a decree of the U. S. Circuit Court for the Northern District of Texas, ordering the sale of the land and property described therein for the purpose of satisfying certain bonds and interest warrants described in said decree. (see IX of this Abstract.)

The decree describes the following lands:

"That the said land and premises conveyed by the said New York and Texas Land Company, Limited, to the said defendant, the Francklyn Land and Cattle Company, (see VII above) and intended to be conveyed by the said defendant, the Francklyn Land and Cattle Co., to the said trustees mentioned in said mortgage or deed of trust as aforesaid, (IX above) should be described by the following description, and that the description thereof contained in the said mortgage should be reformed so as to read as follows:

"All those certain tracts or parcels of land situate, lying and being in the County of Gray, in said State of Texas, which, taken together, are bounded and described as follows: Beginning at the northwest corner of said County of Gray, and running thence southwardly along the division line between Gray and Carson Counties, 13 miles; thence eastwardly at right angles to said division line, 15 miles; thence northwardly parallel with said division line, 12 miles; thence eastwardly at right angles to said division line, one mile; thence northwardly parallel with said division line, one mile, to the northerly line of said Gray County, and thence westwardly along said northerly line of Gray County, 16 miles, to the place of beginning, containing 125,440 acres, more or less.

"Also, all of those certain 128 sections of land, numbered with odd or uneven figures, and marked 'ptd' on the official map thereof, in the office of the Commissioner of the General Land Office at Austin, Texas; said sections being included in and part of a larger tract of land, which larger tract of land is situated partly in the county of Gray and partly in the county of Carson, in said State of Texas, and known as 'Block B2' on said map, and which tract is bounded, located and described as follows: Beginning at a point in the division line between Gray and Carson counties, which point is distant 13 miles southerly from the northwest corner of Gray County, and running thence eastwardly at right angles to said division line, 15 miles; thence southwardly parallel with said division line, 9 miles; thence eastwardly at right angles to said division line, one mile; thence southwardly parallel with said division line, one mile; thence westwardly at right angles to said division line, two miles; thence southwardly parallel with said division line, 2 miles; thence eastwardly at right angles to said division line, 2 miles; thence southwardly parallel with said division line, one mile; thence westwardly at right angles to said division line, one mile; thence southwardly parallel with said division line, one mile; thence westwardly at right angles to said division line, one mile; thence northwardly and parallel with said division line, one mile; thence westwardly at right angles to said division line, one mile; thence northwardly and parallel with said division line, 14 miles; thence eastwardly at right angles to said division line one mile; thence southwardly parallel with said division line, one mile; thence eastwardly at right angles to said division line, one mile, to said division line at the place of beginning; the same being all the lands included in said boundaries which were heretofore conveyed to said New York and Texas Land Co., Limited, be the same more or less, and containing 75,888 3-4 acres, more or less. The said lands hereinbefore described being the same lands and premises described in the aforesaid deed of conveyance thereof from the New York and Texas Land Co., Limited, to the said defendant, the Francklyn Land and Cattle Company, dated May, 1st 1883." (See VII of this Abstract.)

This decree is made subject to the deed of trust executed by the Francklyn Land and Cattle Company to Ira. H. Evans, Trustee, dated the first day of May, 1883. (See VIII of this Abstract.)

RECORD.

Filed for record in Gray County, Texas, on the 25th day of October, 1905, at 12 o'clock M., and recorded the 4th day of November, 1905 at 8 o'clock P.M., in the Deed Records of said County, in Vol. 8, pages 550 to 569.

XV.

THOMAS S. MILLER, SPECIAL COMMISSIONER TO FERDINAND VAN ZANDT AND HENRY KINGSMILL.	}	Deed. Dated, February, 8th 1888. Consideration: \$46,000.00. Acknowledgment: See below. Record: See below.
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This instrument recites in extenso the provisions and conditions recited in the decree in XIV above, and the compliance with the terms and conditions thereof by the said Special Commissioner, and the sale of the property therein described, on the terms and conditions therein mentioned, subject to all prior liens, etc., as in said decree specifically set forth, free and discharged from all claims of all parties to said suit, including the complainants and all intervenors therein.

Executed by Thomas S. Miller, Special Commissioner; and signed sealed and delivered in the presence of W. W. Manning.

ACKNOWLEDGMENT.

The State of Texas }  
 County of Dallas }

Before me, W. W. Manning, a notary public in and for the County of Dallas and State of Texas, on this day personally appeared Thomas S. Miller, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he, as Special Commissioner, executed the same for the purposes and consideration therein expressed, and executed the same in the capacity therein stated.

Given under my hand and seal of office this 8th day of February, A. D. 1888.

(Seal)

W. W. MANNING, Notary Public, Dallas County, Texas.

RECORD.

Filed for record in Wheeler County, Texas, July, 17th 1891, at 2 o'clock P. M., and recorded July, 20th 1891, at 3 o'clock P. M., in Vol. 4 pages 163 to 177, inclusive, Deed Record for Gray County; Gray County at that time being attached to Wheeler Co. for judicial purposes, but has since organized, and said record is now an archive of said Gray County.

XVI.

FREDERIC de PEYSTER FOSTER, TRUSTEE, vs. THE FRANCKLYN LAND AND CATTLE COMPANY, GORDON CUNARD, AND THE WESTERN MORTGAGE AND INVEST MENT COMPANY.	}	Certified copy of an order of the Circuit Court for the United States for the Northern District of Texas, confirming the sale made by Thomas S. Miller, Special Commissioner; given under the hand and seal of J. H. Finks, clerk of the said court, on the 8th day of November, 1905.
--	---	--

"This cause came on to be heard at this term upon the report of Thomas S. Miller, Esquire, the Special Commissioner named in the final decree made herein at the October Term, 1887, and was argued by counsel, and thereupon, upon consideration thereof, it was ordered, adjudged and decreed as follows, viz: That the said report of the Special Commissioner bearing date the 7th day of February, 1888, of the sale of the mortgaged premises mentioned and described in the said final decree herein, be and the same is in all things confirmed.

"And it is further ordered, adjudged and decreed that the bid made by Ferdinand Van Zandt and Henry Kingsmill upon the said sale of the said mortgaged premises be and the same is hereby accepted and acknowledged by the court.

"It is further ordered, adjudged and decreed that Thomas S. Miller, the said Special Commissioner, make, execute and deliver to the said purchasers, Ferdinand Van Zandt and Henry Kingsmill, a deed or deeds of conveyance and transfer of all the property so sold by him to them under the said decree, subject to the liens and encumbrances mentioned therein."

(Signed) A. P. McCORMICK, U. S. District Judge.

RECORD.

Filed for record in Gray County, Texas, on the 9th day of December, 1905, at 2 o'clock P. M., and recorded the 14th day of December, 1905, at 10 o'clock A. M. in Vol. 9, pages 37, 38 and 39, Deed Records of said county.

*E. S. N. J. 1905*

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XVII.

FERDINAND VAN ZANDT AND HENRY  
KINGSMILL  
TO  
FREDERIC de PEYSTER FOSTER AND  
CHAS. M. FRY. } General Warranty Deed.  
Dated \_\_\_\_\_ day of \_\_\_\_\_ 1890.  
Acknowledgment: See below.  
Record: See below.

In consideration of the sum of one dollar to each of us in hand paid, etc., have granted, bargained, sold, released, aliened, remised, conveyed and confirmed, etc., unto the said Frederic de Peyster Foster and Charles M. Fry, their heirs and assigns, forever;

(This instrument described the same lands described in the conveyance from Thomas S. Miller, Special Commissioner, to Ferdinand Van Zandt and Henry Kingsmill, and subject to the same liens, encumbrances, etc.) (See XV of this Abstract.)

ACKNOWLEDGMENT.

United States Consulate }  
At London, England. }

Before me, Oliver R. Johnson, Vice and Deputy Consul General of the United States of America, resident at London, England, aforesaid, on this day personally appeared Henry Kingsmill, to me personally known, and known to me to be one of 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 fifth day of Feb. in the year of our Lord one thousand eight hundred and ninety.

(Seal)

OLIVER R. JOHNSON, Vice and Deputy  
Consulate General, U. S. A., London, England.

Same form of acknowledgment as to Ferdinand Van Zandt, and be fore same officer; dated January, 31st 1890. (Seal)

RECORD.

Filed for record in Wheeler County, Texas, July, 17th 1891, at 2:30 P. M., and recorded July, 21st 1891, at 3 o'clock P. M. in Vol. 4, pages 177 to 186, inclusive, Deed Record for Gray County; Gray County at that time being attached to Wheeler County for judicial purposes, but has since organized, and said original record is now an archive of said Gray County.

XVIII.

CHARLES M. FRY.  
TO  
FREDERIC de PEYSTER FOSTER. } Deed.  
Dated, October, 1st 1892.  
Acknowledgment: See below.  
Record: See below.

In consideration of one dollar, grants, bargains, sells, etc., unto Frederic de Peyster Foster, his heirs and assigns, forever;

(Describes the same land as described in the conveyance from Ferdinand Van Zandt and Henry Kingsmill to Chas. M. Fry and Frederic de Peyster Foster. See XVII above. And subject nevertheless, to the vendor's lien expressed in certain land notes secured by a deed of trust executed by the Francklyn Land and Cattle Company, to Ira H. Evans, Trustee, and upon which there remains now due the sum of \$711,000.00, with accrued interest thereon from June, 1st 1886. For deed of trust mentioned, see VIII of this Abstract. And also subject to the right of way of the Southern Kansas Railway Company of Texas.

Signed, sealed and delivered in the presence of William Willett, Jr., & Russell Benedict.

ACKNOWLEDGMENT.

State of New York }  
County of New York }

Before me, William Willett, Jr., a Notary Public in the County of King, with certificate filed in the County of New York, aforesaid, duly commissioned and sworn, on this day personally appeared Charles M. Fry, to me personally known 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 3rd day of October, 1892.

(Seal)

WILLIAM WILLETT, JR., Notary Public,  
Kings County. Certificate filed in New York  
County.

RECORD.

Filed for record in Wheeler County, Texas, April, 27th (no year given) at 11:30 A. M., and recorded April, 27th (no year given) at 3:30 P. M., in Vol. 5, pp. 34, et seq., Deed Record for Gray Co., Gray County at that time being attached to Wheeler County for judicial purposes, but has since organized, and said record is now an archive of said Gray County.

XIX.

FREDERIC de PEYSTER FOSTER  
TO  
CORNELIUS C. CUYLER

} Deed.  
Dated: February, 1st 1893.  
Acknowledgment: See below.  
Record: See below.

In consideration of one dollar, grants, bargains, sells, etc., unto Cornelius C. Cuyler, his heirs and assigns forever, the one undivided half or moiety of all and singular the following lands and premises:

(This deed describes the same lands, and in practically the same language, and subject to the same liens and reservations as the deed from Chas. M. Fry to Frederic de Peyster Foster. See XVIII above.)

Signed, sealed and delivered in the presence of William Willett, Jr., & Russell Benedict.

ACKNOWLEDGMENT.

Taken before same officer and in same form as acknowledgment to deed from Chas. M. Fry to Frederic de Peyster Foster (XVIII above) on the 28th day of February, 1893. (Seal)

RECORD.

Filed for record in Wheeler County, Texas, April, 27th (no year given) at 11:30 A. M., and recorded on the 27th day of April, (no year given) at 5 o'clock P. M., in Vol. 5, pp. 46-58 inclusive, Deed Record for Gray County; Gray County at that time being attached to Wheeler County for judicial purposes, but has since organized, and said record is now an archive of said Gray County.

XX.

EDGAR J. ELGOOD AND WILLIAM  
GODDEN.  
TO  
RUSSELL BENEDICT, TRUSTEE.

} Appointment of substitute Trustee.  
Dated: November, 27th 1902.  
Acknowledgment: See below.  
Record: See below.

This instrument after reciting the terms and conditions of the deed of trust mentioned on VIII of this Abstract, concludes:

"And whereas, the undersigned are the holders of the said five certain obligations first hereinbefore recited, and which still remain due and unpaid.

"Now therefore, know all men by these presents, that in consideration of the premises and pursuant to the terms of said indenture of the first day of May, 1883, we, Edgar John Elgood, of Lincolns Inn, in the County of Middlesex, England, and William Godden, of the City of London, England, as trustees, being the present legal holders of said five obligations, have named, constituted and appointed Russell Benedict, of 18 Wall Street, New York, Attorney, of the State of New York, as successor and substitute for the said trustee and alternate trustee, of the trusts created in and declared by the said indenture of the first day of May, 1883, hereby granting to and conferring upon the said Russell Benedict, all and singular the titles, rights and duties and powers which were conferred by said indenture upon the said Ira H. Evans, the trustee named therein.

In testimony whereof, we, the said Edgar John Elgood and William Godden, as trustees, have hereunto set our hands and seals this twenty seventh day of November, 1902."

Executed in the presence of: Maurice S. Ward; Walter I. Skerten; Wilmer M. Harris; Gertrude M. Godden, spinster, of Ballard Swange; Hugh Marston and P. E. L. Budge.

ACKNOWLEDGMENT.

London, England)

Be it remembered this twenty seventh day of November, 1902, before me, Wilmer Mathews Harris, of the City of London, notary public in and for said City, by Royal Authority duly admitted and sworn, personally appeared Edgar John Elgood, to me personally known to be one of the persons whose names are mentioned in the annexed instrument and whose signature, Edgar J. Elgood, is subscribed opposite the first seal thereof, who acknowledged to me that he executed the same as trustee therein mentioned for the purposes and consideration therein expressed.

Given under my hand and seal of office at the City of London, England, on the day and year above mentioned.

(Seal)

WILMER M. HARRIS, Notary Public, London, England.

Consulate General of the United States  
of America for Great Britain and Ireland  
at London.

}

I Henry Clay Evans, Consul General of the United States of America at London, England, do hereby make known and certify to all whom it may concern, that Wilmer Mathews Harris, who hath signed

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the annexed certificate as a notary public, duly admitted and sworn, and practicing in the City of London, aforesaid, and that to all acts by him so done, full faith and credit are and ought to be given.

In testimony whereof I have hereunto set my hand and affixed my official seal of office at London, aforesaid, this twelfth day of December, in the year of our Lord one thousand nine hundred and two.

(Seal)

H. CLAY EVANS, Consul General.

Be it remembered that on this 6th day of December, 1902, before me, Philip Edward Lionel Budge, notary public, duly authorized, admitted and sworn, and practicing in the town and county of Poole, in the County of Dorset, in the United Kingdom of Great Britain and Ireland, personally appeared William Godden, to me personally known to be one of the persons whose names are mentioned in the annexed instrument and whose signature, Wm. Godden, is subscribed opposite the second seal thereof, who acknowledged to me that he had executed as trustee as therein mentioned for the purposes and consideration therein expressed.

In testimony whereof I have hereunto subscribed my name and affixed my seal of office this sixth day of December, in the year of our Lord, 1902.

(Seal)

P. E. L. BUDGE, Notary Public, Pooles Dorset, England.  
Consulate of the United States of America  
at Southampton, England.

I, John E. Hopley, Consul of the United States of America, at Southampton, England, do hereby make known and certify to whom it may concern that Philip Edward Lionel Budge, who has signed the foregoing instrument as P. E. L. Budge, is a notary public, duly admitted and sworn and practicing in the town and county of Poole, in the County of Dorset, England; and that said town of Poole is in this Consular District, and that all acts done by him are entitled to full faith and credence in any court in the United States.

In testimony whereof, I have hereunto set my hand and affixed the seal of this consulate, this fifteenth day of December, 1902.

(Seal)

JOHN E. HOPLEY, United States Consul.

#### RECORD.

Filed for record in Gray County, Texas, April, 12th 1903, and recorded same day at 9 o'clock A. M. in Vol. 7, pages 337 — 343, inclusive, Deed Record of said County.

#### XXI.

THE INTERNATIONAL AND GREAT  
NORTHERN RAILROAD COMPANY  
TO  
THE NEW YORK AND TEXAS LAND  
COMPANY, LIMITED, AND OTHERS.

} Deed of Ratification and Confirmation.  
Dated December, 30, 1902.  
Acknowledgment: See below.  
Record: See below.

Issued in pursuance of the following resolution passed at a meeting of the Board of Directors of the I. & G. N. R. R. Co., held in Palestine, Texas, on December, 16th 1902; which is recited in the deed:

"Whereas, prior to the year 1880, the International and Great Northern Railroad Company executed certain conveyances whereby it alienated and conveyed unto Edwin F. Hatfield, Jr., certain lands and land certificates situated in various counties in the State of Texas, and likewise said railroad company also executed certain other conveyances whereby alienated and conveyed unto the Texas Land Company, certain land certificates and land situated in various counties in said State;

And Whereas, some doubt has arisen as to the execution and acknowledgment on the part of said Company of all of said conveyances, and therefore it is proper, since the Railroad Company has long since alienated and conveyed all of said lands and land certificates by virtue of said conveyances to said Hatfield and to said Texas Land Company, to confirm and ratify such conveyances and to correct any omissions or supposed omissions of every character connected with same;

"Be it Resolved, that L. Trice, the Second Vice President of this Company, be and he is now authorized to execute all the necessary deeds and other instruments of writing, confirming and ratifying all such conveyances; and now releasing to the New York and Texas Land Company, Limited, and all other parties claiming under the railroad company under said conveyances, any and all land certificates described in the conveyances from said Railroad Company to said Hatfield and said Texas Land Company.

"Now therefore, in consideration of the premises and by virtue of the foregoing resolution, the International and great Northern Railroad Company, acting herein by L. Trice, its Second Vice President, does now hereby ratify and confirm in all things each and every one of the following conveyances heretofore made by said Railroad Company, that is to say:

With other instruments, the document recites the following:

"To Edwin F. Hatfield, Jr. as Grantee, dated September, 15th, 1874." (See III of this Abstract)

The instrument concludes: "The said International and Great Northern Railroad Company also confirms and ratifies every conveyance made by it prior to the year 1880, whether specifically described and

referred to above or not. And the said Railroad Company hereby releases unto the New York and Texas Land Company, Limited, its successors and assigns, and also to all persons claiming under the said Edwin F. Hatfield, Jr., and the Texas Land Company, Grantees in the original conveyances from the said Railroad Company above referred to, all the title and interest of every character in and to the land and land certificates described in said deeds that was vested in said Railroad Company at the respective dates of each of said conveyances."

Executed by L. Trice, as Second Vice President of the I. & G. N. R. R. Co., and A. R. Howard, Secretary, attested. Seal of Railroad Company affixed.

#### ACKNOWLEDGMENT.

The State of Texas }  
County of Anderson }

Before me, E. O. Griffin, a notary public in and for the County of Anderson and State of Texas, on this day personally appeared L. Trice, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same and as the act of the International and Great Northern Railroad Company for the purposes and consideration therein expressed.

Given under my hand and seal of office this the 31st day of December, A. D. 1902.

(Seal)

E. O. GRIFFIN, Notary Public Anderson Co, Texas.

#### RECORD.

Filed for record in Gray County, Texas, May, 5th 1903, at 2 o'clock P. M., and recorded May, 6th 1903, in Volume 7, pages 367 to 370, inclusive, Deed Record for said county.

#### XXII.

EDGAR JOHN ELGOOD AND WM. GODDEN } Power of Attorney.  
TO } Dated: July, 1st 1903.  
RUSSELL BENEDICT } Acknowledgment: See below.  
Record: See below.

This instrument after reciting the terms and conditions of a certain deed of trust dated the first day of May, 1883, by the Francklyn Land and Cattle Company to Ira. H. Evans, Trustee (see VIII of this Abstract) concludes:

"And whereas, we, the undersigned who are now the legal holders of the said five obligations and have appointed Russell Benedict, of 18 Wall Street, in the Borough of Manhattan, in the City and State of New York, to be the trustee of the trust created in and declared by the said indenture of the first day of May, 1883, as successor to the trustees named in the said indenture, which appointment was made on the 27th day of November, 1902, (see XX above) and Whereas, in order to fully empower the said trustee to release portions of the lands described in the said indenture of trust from the lien thereof and of said five obligations, since the maturity thereof, upon receiving from the present owners of the said lands or their heirs or assigns, payment of any installment or installments of the amounts secured to be paid by said five obligations and said indenture of trust, computed at the rate of two and 50/100 (\$2.50) dollars for each acre of land so released, and whether each of such payments so made shall or shall not amount to the sum of fifty thousand dollars, and in order that the said trustee in making any such release or releases shall not be restricted as to contiguity or compactness of the sections or blocks released, but shall release any or all such section or sections as may be requested by the owners of said lands.

"Now, therefore, know all men by these presents, that we, Edgar John Elgood, of Lincoln's Inn, in the County of Middlesex, England, and William Godden, of the City of London, as Trustees, being the present legal holders of the said five obligations, do hereby authorize and empower Russell Benedict, of 18 Wall Street, aforesaid, the trustee of and under the said indenture of the first day of May, 1883, for us and in our name, place and stead, to collect and receive payment of the aforesaid five certain obligations above recited, and of any and all installment or installments thereof which may be paid to him by the present owners of the said lands, or any of them, or by the heirs, executors, administrators or assigns of such owners, and on receipt of such payment, we do hereby authorize and empower said Russell Benedict, acting either as trustee as aforesaid, or as our attorney in fact, to make, execute, acknowledge and deliver any and all such releases, acquittances and satisfactions in respect of the said five obligations or the said trust deed from the lien reserved by those instruments, and each of them, as may be requested by the owners of the said lands, or any of them, and either with or without reference to the provisions respecting leases which are contained in the said indenture of May, first, 1883, and without restriction as to the quantity or location of the said lands released, or whether the amount of the payments made at the time such releases are given, amount to the sum of fifty thousand dollars or not; and we do hereby give and grant unto our said attorney full power in the premises to make, execute and deliver such release or releases as fully as we might or could do if personally present, hereby ratifying and confirming all that our said attorney may or shall lawfully do by virtue hereof."

Executed by Edgar J. Elgood and William Godden, as Trustees, in the presence of Maurice S. Ward and Walter I. Skerton as to Edgar J. Elgood; and ——— Drake Brockman and F. H. Pierson as to William Godden.

ACKNOWLEDGMENT.

Kingdom of England }  
County of London }

Before me, George Frederic Warren, of the City and County of London, notary public by Royal Authority, duly admitted and sworn, on this day personally appeared Edgar John Elgood, 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 first day of July, A. D. 1903.

(Seal)

G. F. WARREN, Notary Public.

Kingdom of England }  
Folkstone }  
County of Kent }

Before me, Alfred Drake Brockman, a notary public by Royal Authority, duly authorized, admitted and sworn, dwelling and practicing in the town of Folkstone, in the County of Kent, England, on this day personally appeared William Godden, 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 third day of July, A. D. 1903.

(Seal)

ALFRED DRAKE BROCKMAN, Notary Public.

RECORD.

Filed for record in Gray County, Texas, on the first day of August, 1903, at 12 o'clock M., and recorded on the same day at 1:30 o'clock P. M., in Vol. 1, Power of Attorney Record on pages 11 — 16, inclusive.

XXIII.

FREDERIC de PEYSTER FOSTER AND COR-  
NELIUS C. CUYLER  
TO  
T. D. HOBART.

} Power of Attorney.  
Dated: November, 5th 1903.  
Acknowlegment: See below.  
Record: See below.

"That we, Frederic de P. Foster, of Tuxedo, County of Orange and State of New York, and Cornelius C. Cuyler, of the City, County and State of New York, have made constituted and appointed, and by these presents do make, constitute and appoint T. D. Hobart, of Pampa, Gray County, Texas, our true and lawful attorney in fact, with full power in our names, to bargain and sell, for cash or on credit, or partly for cash and partly on credit, all those portions of the property situated in the counties of Gray (and others) in the State of Texas, known as "White Deer Lands, Foster and Cuyler, owners," which are more particularly described as follows, at the prices herein mentioned and in the quantities and area herein specified, that is to say: of the forty nine (49) sections of land in Block number three of the International and Great Northern Railroad Company surveys in Gray County, which forms the square of which the corner sections are numbers 64, 70, 136 and 142, and of which section number 102 (containing the town of Pampa) is the center section; the nine sections numbered 90, 91, 92, 101, 102, 103, 114, 115 and 116, (with the exception of the land set aside for the town of Pampa) may be sold at not less than ten dollars an acre in plats not exceeding one hundred and sixty acres to any one buyer; of the remaining forty sections, not less than five dollars per acre shall be accepted for such number of said forty sections, as our said attorney may in his judgment think best to sell, in plats not exceeding six hundred and forty acres to any one buyer; twenty more sections in said Block number three, in plats not less than one hundred and sixty nor more than twelve hundred and eighty acres to any one buyer, at not less than four dollars an acre. The town lots in Pampa may be sold at such prices as our said attorney shall deem most advantageous; but more than four lots shall not be sold to any one buyer without special instructions. (Here follows a clause giving authority to lease such of the above lands as may become vacant.) And also for us and in our names to take such securities for the payment of unpaid purchase money, or of rentals, as he may think proper; and also for us and in our names to make, sign, seal and deliver and acknowledge for record any and all contracts for lease or sale under the foregoing powers, and any and all deeds of conveyance necessary and proper to be made under the foregoing authority; but the warrant, if any contained in any such deed, shall be a special warranty only, against as to each of us, his acts and the acts of all persons claiming under him; and also to make, sign, seal and deliver all leases, releases, receipts and acquittances necessary and proper for all moneys or rents by him collected and received by him for us; and all instruments executed under this authority and signed by the said T. D. Hobart as agent and attorney in fact for us, shall be our act and deed.

Hereby giving and granting unto our said attorney, T. D. Hobart, full power and authority to do and perform all and every act and thing whatever requisite to be done in and about the premises as fully to all intent and purposes as we might or could do if personally present. Hereby ratifying and confirming all that our said attorney shall lawfully do by virtue hereof."

Executed by Frederic de P. Foster and Cornelius C. Cuyler, in the presence of Walter S. Tuley, on the 5th day of November, 1903.

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The State of New York }  
County of New York }

ACKNOWLEDGMENT.

Before me, Walter S. Tuley, a notary public for the County of Kings, in the State of New York, with certificate filed in the County of New York, in the State of New York, on this day personally appeared Frederic de P. Foster and Cornelius C. Cuyler, 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.

Given under my hand and seal of office this fifth day of November, A. D. 1903.

(Seal)

WALTER S. TULEY, Notary Public, Kings County, New York,

Certificate filed in New York County.

RECORD.

Filed for record in Gray County, Texas, November, 20th 1903, at 1:5 o'clock P. M., and recorded November, 21st 1903, at 9 A. M. in Vol. 1, Power of Attorney Record, pages 18-21, inclusive.

XXIV.

The five notes executed by the Francklyn Land and Cattle Company to the New York and Texas Land Company, Limited, dated May, first, 1883, see 7 of this Abstract, and now held by Edgar John Elgood and William Godden, Trustees, as shown by 20 hereof, have the following endorsements and acknowledgment on the back thereof:

"Pay to the order of the Farmers Loan & Trust Company, without recourse, for value received.  
THE NEW YORK AND TEXAS LAND COMPANY, LIMITED,  
By Ira H. Evans, President."

"Pay to the order of Russell Benedict without recourse, for value received. New York, Nov. 1/86.

THE FARMERS LOAN & TRUST COMPANY,  
By L. D. Ralston, Prest."

Pay to the order of Edgar John Elgood and William, Godden, Trustees, without recourse, for value received.  
RUSSELL BENEDICT."

The State of Texas }  
County of Tarrant }

ACKNOWLEDGMENT.

Before me, Herbert Macaulay, a notary public in and for said county and state, on this day personally appeared Russell Benedict, known to me to be the person whose name is subscribed to the foregoing instrument of assignment, 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 28th day of July, 1903.

(Seal)

HERBERT MACAULAY,  
Notary Public Tarrant County, Texas.

RECORD.

These notes were filed for record in Gray County, Texas, on the 17th day of August, 1903, and recorded in Vol. 2, on pages 89 et. seq. Deed Trust Record for said county.

XXV.

CORNELIUS C. CUYLER  
TO  
ARTHUR C. VAUGHN

} Power of Attorney.  
Dated April, 25th 1906.  
Filed for Record May, 28th, 1906, at at 2 o'clock P.  
M., and recorded in Vol. 1, page 33, Power of At-  
torney Record of Gray Co.  
Acknowledgment taken by Richard Westcott, Vice  
and Dep. U. S. Consul Gen'l. at London, form,  
statutory. (Seal)

The instrument recites: "have made, constituted and appointed and by these presents do make, constitute and appoint Arthur C. Vaughn, of Garden City, Long Island, as my true and lawful attorney for me, and in my name, and as my act and deed, to make sales, for such prices and upon such terms as to cash or credit as to my said attorney may seem proper, of any property owned by me in Block B 2 of the lands originally granted to the Houston & Great Northern R. R. Co., situated in the counties of Gray and Carson; in Block 3 of the lands originally granted to the International & Great Northern R. R. Co., situated in said counties of Gray and Carson"; also grants the same power as to lands in Block 2, in Roberts and Hutchinson counties; Block 4 in Carson and Hutchinson counties and Block 7 in Carson county; "and to execute and deliver to the purchaser or purchasers of the property sold a deed or deeds good and sufficient to convey to him or them the title thereto in fee simple; also to receive the purchase money for any of the said lands which may be sold by him, together with any vendor's lien notes or other security which he may take on account of the purchase price of any lands sold." The instrument recites that the interest of Cornelius C. Cuyler in the above lands, is an undivided one half interest.

ABSTRACT OF TITLE

To the Lands of the

International & Great Northern  
Railroad Company

In

Gray County, Texas

And Now Owned By

Frederic de Peyster Foster

And

Cornelius C. Cuyler

I.

Preliminary to the chain of title through the International and Great Northern Railroad Company, the abstracters refer the examiner to Vol. 8, of the Laws of Texas (Gammel's Edition) bottom page 660, evidencing the passage of a special act of the Legislature of the State of Texas, approved March, 10th 1875; and it is there shown that the land certificates by virtue of which the lands covered by this abstract were located, were granted to the International and Great Northern Railroad Company, "its successors and assigns twenty sections of six hundred and forty acres each, of the unappropriated public lands of the State, for each mile of railroad which has been and which may hereafter be constructed pursuant to the authority conferred by the said Act of August, 5th A. D. 1870. And the said company, its successors and assigns, shall have the right to locate the said land as head right certificates were formerly located, without being under obligation to locate alternate sections for the State; and the said lands and the certificates issued therefor, are hereby exempted and released from all state, county, town, city, municipal and other taxes for the period of twenty-five years from the date of the respective certificate issued therefor."

II.

THE STATE OF TEXAS  
TO  
THE INTERNATIONAL & GREAT NORTH-  
ERN RAILROAD COMPANY.

Patents.  
Acknowledgment: None required.  
Record: Not required in the county by law, the record of the General Land Office being public.

VOLUME 9, ABSTRACT TEXAS LAND TITLES, pages 115, 116, 117 and 118 show that the certificates of the International & Great Northern Railroad Company, and more particularly described in the conveyance from the New York & Texas Land Company, Limited, to the Francklyn Land & Cattle Company, on page . . . . . of this abstract, were patented to the International & Great Northern Railroad Company, beginning with certificate number 1000, and ending with certificate number 1179, inclusive, with the proper abstract number, survey number, volume and page number, and the date of the issuance of said patent; except, that said volume 9 fails to show certificates Nos. 1011, 1012, 1035, 1036 and 1059, which are shown to have been patented to the said International & Great Northern Railroad Company according to the proper abstract, volume and survey number, on pages 115 and 116 of Volume 7, Abstract of Texas Land Titles.

The 180 certificates hereinbefore mentioned located in Gray County, Texas, and amounting to 115,200 acres, corresponds to the amount of acreage indicated in the succeeding instrument.

III.

THE INTERNATIONAL AND GREAT  
NORTHERN RAILROAD COMPANY  
TO  
JOHN S. KENNEDY, SAMUEL THORNE  
AND WILLIAM WALTER PHELPS.

Deed.  
Dated: March, 10th 1879.  
Acknowledgment: See below.  
Record. Gray Co. Transcript Record, Vol. 1, pp. 26 to 33.

THIS INDENTURE, made on this tenth day of March, in the year of our Lord one thousand eight hundred and seventy-nine, between The International and Great Northern Railroad Company, a corporation of the State of Texas, party of the first part, and John S. Kennedy, Samuel Thorne, of the City, County and State of New York, and William Walter Phelps, of Bergen County, State of New Jersey, parties of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of four million six hundred and twenty-eight thousand four hundred dollars, to it in hand well and truly paid the receipt whereof is hereby acknowledged, and the said party of the second part from the payment thereof hereby fully acquitted, released and discharged, hath granted, bargained, sold, conveyed, assigned, transferred and set over, and by these presents doth grant, bargain, sell, convey, assign, transfer and set over unto the said party of the second part, their heirs and assigns and the survivors and survivor of them, and the heirs and assigns of the survivors and survivor of them, as joint tenants and not as tenants in common, forever, all the lands, tenements, hereditaments and real estate and all the right and interest in the real estate hereinafter mentioned and described, that is to say:

All the lands in the State of Texas, located by virtue of certain certificates for land issued by the Commissioner of the General Land Office of the State of Texas to the said The International and Great Northern Railroad Company, under and by virtue of a certain Act of the Legislature of the State of Texas, entitled "An Act for the relief of the International Railroad Company, now consolidated with The Houston and Great Northern Railroad Company, under the name of The International and Great Northern Railroad Company," approved March, 10th 1875, which locations are as follows: (Here follows a recital of the acreage conveyed, by counties, which includes "one hundred and fifteen thousand two hundred acres in Gray County, Texas") aggregating in amount two million nine hundred and fifty-four thousand seven hundred and fourteen and seventy-four one-hundredths acres, and for a more full and definite ascertainment of the said several locations respectively and of the certificates, on and by virtue of which said locations were made, reference shall and may be had to said certificates and locations on file and of record in the office of the General Land Commissioner of the State of Texas.

Also all the right, title and interest of any and every kind of the said party of the first part in, to and by virtue of all other land certificates, heretofore issued to the said party of the first part, under or by virtue of the said act of the Legislature of the State of Texas, approved March, 10th 1875, entitled "An Act for the relief of the International Railroad Company, now consolidated with The Houston and Great Northern Railroad Company, under the name of the International and Great Northern Railroad Company," being certificates for seventy-five thousand six hundred and seventy-five and sixty one-hundredths acres not heretofore located, be the same more or less; the intent being to convey to the said party of the second part all of the said lands heretofore located and not heretofore sold and conveyed and also all the land and right in land by virtue of the aforesaid certificates not heretofore located.

Any and all the aforesaid lands (if any) necessary for right of way, depots and shop grounds of and for any of the railroads now owned, or possessed by the said The International and Great Northern Railroad Company, and now or heretofore appropriated for any of those purposes, are hereby excepted from this conveyance and are not to pass or be affected by this deed.

Together with all and singular the tenements, hereditaments and appurtenances belonging to the aforesaid lands, or any of them, etc.

To Have and to Hold the hereinabove granted, bargained and described premises, with the appurtenances, unto the said parties of the second part, their heirs and assigns and unto the survivors and survivor of them and to the heirs and assigns of the survivors and survivor of them, as joint tenants and not as tenants in common, to their own use, benefit and behoof forever.

IN WITNESS WHEREOF the said The International and Great Northern Railroad Company hath hereunto set its common seal and attested the same by the signatures of its President and Assistant Secretary, the day and year first hereinbefore written, pursuant to a resolution of the Board of Directors of the said Company them thereunto authorizing and empowering.

INTERNATIONAL & GREAT NORTHERN RAIL ROAD COMPANY,  
By Sam Sloan, Prest.

Signed, sealed and delivered in the presence of  
EDWIN F. COREY.

Attest:

JACOB S. WETMORE,  
Assistant Secretary.

(Seal)

ACKNOWLEDGMENT.

State of New York }  
County and City of New York }<sup>ss</sup>

I, Edwin F. Corey, resident in the City, County and State of New York, a Commissioner appointed and commissioned by the Governor of the State of Texas, with authority to take the acknowledgments and proof of any deed, mortgage or other conveyance of land lying and being in said State of Texas, having taken and subscribed the oath of office in such case prescribed by the laws of Texas, do hereby certify that, on this fifteenth day of March, eighteen hundred and seventy-nine, personally appeared before me Samuel Sloan, who I am satisfied is the President, and Jacob S. Wetmore, who I am satisfied is the Assistant Secretary of The International and Great Northern Railroad Company, who being by me, each, severally, duly sworn according to law, the said Samuel Sloan did testify that he resides in the said City of New York, and now is, and for more than one year last past has been President of The International and Great Northern Railroad Company, a corporation of the State of Texas; that the seal annexed to the foregoing deed of conveyance is the common seal of the said Railroad Company, the grantor named in the foregoing deed of conveyance; that deponent affixed said seal to said deed; that he signed his name thereto as President as aforesaid, and delivered the said deed to the grantees therein named as the voluntary act and deed of the said The International and Great Northern Railroad Company, for the uses and purposes therein expressed, by authority of a resolution of the Board of Directors of said Company, and that Jacob S. Wetmore, the Assistant Secretary of the said Company, pursuant to the same resolution at the same time, subscribed the said deed as an attesting witness, and the said Jacob S. Wetmore on his part did then and there depose and swear that he then was, before then had been, and now is the Assistant Secretary of the said Railroad Company; that he knows the seal annexed to the foregoing deed of conveyance to be the common seal of the said Railroad Company, and that the said seal was affixed to said deed by the said Samuel Sloan as President as aforesaid, who delivered the same to the grantees therein named, as the voluntary act and deed of the said Railroad Company for the uses and purposes therein mentioned, pursuant to a resolution of the Board of Directors of said Company, and in obedience to its resolution, deponent at the same time, as Assistant Secretary as aforesaid, subscribed the said deed as an attesting witness.

To Certify which, I have hereunto set my hand and affixed my official seal at my office, in the City of New York, this fifteenth of March, one thousand eight hundred and seventy-nine.

(Seal) EDWIN F. COREY,  
Commissioner for the State of Texas in New York.

Following the above acknowledgment is a certificate under the seal of Joseph M. Bulger, a commissioner for the State of Texas in New York, dated March, 17, 1879, to the effect that on that day Edwin F. Corey personally appeared before him, and on being duly sworn stated that he was personally acquainted with Samuel Sloan and Jacob S. Wetmore, that he saw the said Sloan and Wetmore sign and seal the deed above described, that said Sloan declared same to be the voluntary act of said Rail Road Company, that the deponent signed same as a witness, and that said deed was then proved before deponent by the oaths of the said Sloan and Wetmore.

PREAMBLE AND RESOLUTION PASSED BY BOARD OF DIRECTORS OF THE INTERNATIONAL AND GREAT NORTHERN RAILROAD COMPANY, AUTHORIZING TRANSFER OF ITS LAND GRANT TO JOHN S. KENNEDY, SAMUEL THORNE AND WILLIAM WALTER PHELPS.

We, L. Trice, 2nd Vice President and General Manager in Texas, acting as President, and A. R. Howard, Secretary of the International and Great Northern Railroad Company, do hereby certify that on March, 10th, 1879, at a meeting of the Board of Directors of said Company, the following Preamble and Resolutions were adopted by said Board of Directors:

"Whereas, William Walter Phelps, John S. Kennedy and Samuel Thorne, being the holders of \$4,211,000.00 in amount of the Second Mortgage and Convertible Bonds of the Company, with the past due coupons and funded interest Certificates thereto belonging, by a proposition in writing, which has been submitted to this Board, and placed upon the minutes of this meeting, have offered to surrender to this Company the said bonds, past due coupons and funded interest certificates for cancellation, upon the terms and for the consideration therein stated;

"And Whereas, the Board is advised by its counsel that the consideration offered this Company by said proposition is a good and valid consideration, and that this Board is legally authorized and empowered to accept the same, and to make the conveyances and transfers therein required to give effect to the proposed arrangement, by which so much of the debt of this company is paid, satisfied and discharged;

"And Whereas, it further appears by the agreement which has been submitted to this Board, between the said William Walter Phelps, John S. Kennedy and Samuel Thorne, and others therein named a committee, and the bond and stockholders of this Company, and by the statements and proposal of said William Walter Phelps, John S. Kennedy and Samuel Thorne, constituting the majority of said committee, that the large majorities of all the First Mortgage Bonds of the International Railroad Company and Houston and Great Northern Railroad Company and of the capital stock of this company are also held by them, and that they assent and agree to the payment of the indebtedness of this Company to the holders of the Second Mortgage and Convertible Bonds in the manner and upon the terms proposed;

"Now Therefore, Be it Resolved, That the proposition of said William Walter Phelps, John S. Kennedy and Samuel Thorne be, and hereby is, accepted; and the President and Secretary or Assistant Secretary of this Company, for the consideration aforesaid, are hereby authorized, empowered and directed to convey in fee simple by good and sufficient deed of conveyance, under seal of the International and Great Northern Railroad Company, all the right, title and interest of this Company in and to the lands, land grants and land certificates now owned by this Company under and by virtue of the land grants of this Company; also all the right, title and interest of this Company in any and all town lots and town sites now owned by it; excepting from said conveyance all lands or lots required or held by the Company for its proper uses and purposes, including right of way, or which are necessary to the operation and maintenance of the railroad of this Company. \* \* \*

"Resolved, That the President of this Company and the Secretary or Assistant Secretary be and they are hereby authorized and directed to make, execute and deliver any and all formal agreements, transfers and conveyances in writing, and to attach the seal of the Company thereto, to which they shall be advised by the counsel of the Company as being necessary to be made, executed and delivered to carry out the true interests and purposes of the foregoing resolution."

In Testimony Whereof, we have hereunto set our hands and affixed the seal of the said International and Great Northern Railroad Company, this the second day of September, A. D. 1905.

(Seal)

A. R. HOWARD,  
Sec'y I. & G. N. R. R. Co.

L. TRICE,  
2nd Vice Pres't. & Gen'l. Mngr. I. & G. N. R. R. Co.

State of Texas }  
County of Anderson }

Before me, I. W. Trotter, a Notary Public in and for said County and State, on this day personally appeared L. Trice and A. R. Howard, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same in the capacities therein stated, and for the purposes and consideration therein stated.

Given under my hand and seal of office, this 2nd day of September, A. D. 1905.

(Seal)

I. W. TROTTER,  
Notary Public Anderson County, Texas.

The above Preamble and Resolutions was filed for record in Gray County, Texas, on the 25th day of October, A. D. 1905, at 12 o'clock M., and recorded the 7th day of November, A. D. 1905, in Vol. 8, page 539 et seq., Deed Record of said county.

IV.

THE INTERNATIONAL AND GREAT  
NORTHERN RAILROAD COMPANY  
TO  
JOHN S. KENNEDY, SAMUEL THORNE  
AND WILLIAM WALTER PHELPS.

Supplementary Deed (one copy for each of fifty counties).  
Date: December, 31st 1879, intended to take effect from March, 10, 1879.  
Acknowledgment: See below.  
Record. See below.

Whereas, The International and Great Northern Railroad Company, a corporation existing under the laws of the State of Texas, did, on the tenth day of March, one thousand eight hundred and seventy-nine, by deed of that date, signed by Samuel Sloan, as President of said Company, convey unto "John S. Kennedy, Samuel Thorne, of the City, County and State of New York, and William Walter Phelps, of Bergen County, in the State of New Jersey, their heirs and assigns, and to the survivors and survivor of them, and the heirs and assigns of the survivors and survivor of them, as joint tenants and not as tenants in common, forever, all the lands and land certificates hereinafter mentioned, and which deed is recorded in the several counties of the State of Texas in which the lands thereby conveyed are situate, and which is here referred to and made part and parcel of this deed:

And Whereas, a doubt has arisen as to whether the lands and certificates conveyed and intended to be conveyed by said deed are described therein with desirable certainty; Now, for the purpose of describing said lands and land certificates with greater certainty, and in this respect make said deed of March, 10th 1879, more definite and specific as to the property thereby conveyed, the said International and Great Northern Railroad Company, as party of the first part, for the same consideration named in said deed of 10th March, 1879, to-wit: four millions six hundred and twenty-eight thousand four hundred dollars, all of which has been paid as therein recited and admitted, hath granted, bargained, sold, conveyed, assigned, transferred and set over, and by these presents doth grant, bargain, sell, convey, assign, transfer and set over, unto the said John S. Kennedy, Samuel Thorne and William Walter Phelps, parties of the second part, their heirs and assigns, and the survivors and survivor of them, and the heirs and assigns of the survivors and survivor of them, as joint tenants and not as tenants in common, forever, all the lands, tenements, hereditaments and real estate, and all the rights and interest in the real estate hereinafter mentioned and described, that is to say:

All the lands in the State of Texas, then owned by said party of the first part, located by virtue of certain certificates for land issued by the Commissioner of the General Land Office of the State of Texas, to the said The International and Great Northern Railroad Company, under and by virtue of a certain Act of the Legislature of the State of Texas, entitled: "An Act for the relief of the International Railroad Company, now consolidated with the Houston and Great Northern Railroad Company, under the name of The International and Great Northern Railroad Company, approved March, 10th, 1875.

Also, all the right, title and interest of any and every kind of the said party of the first part in, to and by virtue of all other land certificates, then owned by the party of the first part and not located, heretofore issued to the said party of the first part, under and by virtue of the said Act of the Legislature of the State of Texas, approved March, 10th 1875, entitled: "An Act for the relief of the International Railroad Company, now consolidated with the Houston and Great Northern Railroad Company, under the name of the International and Great Northern Railroad Company."

The land certificates hereby conveyed, and also the land certificates by virtue of which the lands hereby conveyed were located, and acquired by the party of the first part, are numbered as follows, and were issued by the Commissioner of the General Land Office of the State of Texas as follows. (Here follows the description of the certificates by date and number, which were issued to The International and Great Northern Railroad Company under and by virtue the Act of the Legislature of the State of Texas above quoted, and in which are included certificates numbers 1000 to 1179, inclusive, the certificates by virtue of which the lands covered by this abstract were located), making a total of four thousand seven hundred and sixty-eight (4,768) certificates for six hundred and forty (640) acres of land each, equal to three million fifty-one thousand five hundred and twenty (3,051,520) acres.

(From this conveyance there is saved and excepted 160 acres of land located in Kinney County, Texas; and also certain described-unlocated balance land certificates; none of which however, refer to or affect the title to the lands covered by this abstract), which added to the said 160 acres of land makes a total of two thousand and eighty-nine 67-100 (2,089 67-100) acres to be deducted from the said three million fifty-one thousand five hundred and twenty (3,051,520) acres, thus leaving a balance of three million forty-nine thousand four hundred and thirty 33-100 (3,049,430 33-100) acres to be included, and which is hereby included in this conveyance.

It is the object and intent of this instrument to convey to the said party of the second part all of the said lands heretofore located, and not heretofore sold and conveyed, and also all the land and right in land, by virtue of the aforesaid certificates not heretofore located, and not previously sold and conveyed.

(This instrument contains the same exceptions as to lands necessary for right of way, depots, etc., as III of this abstract).

In Witness Whereof, The said The International and Great Northern Railroad Company hath hereunto set its corporate seal to this and forty-nine other deeds in the words and figures of this, each of which is here made an original deed, and each is attested by the signatures of the now President and Assistant Secretary, of the party of the first part, on the 31st day of December, A. D. 1879, and intended to take effect from the 10th day of March, 1879.

INTERNATIONAL AND GREAT NORTHERN RAILROAD COMPANY,  
By Thos. W. Pearsall, President.

Signed, sealed and delivered in the presence of John A. Garver.

Attest:

JACOB S. WETMORE,  
(Seal) Assistant Secretary.

The State of New York }  
County and City of New York } ss

Before me, John A. Garver, a Notary Public in and for the City, County and State above named, duly commissioned, qualified and acting, this day personally appeared Thomas W. Pearsall, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he, as President of the International and Great Northern Railroad Company, executed and delivered the same for the purposes and consideration therein expressed, and that said instrument and this acknowledgment is the act of said corporation.

Given under my hand and seal of office, this the 6th day of January, A. D. 1880.

(Seal)

JOHN A. GARVER,  
Notary Public, N. Y. Co.

Filed for record in Wheeler County, Texas, April, 6th 1883, at 9 o'clock A. M., and recorded April, 7th 1883, at 1 o'clock P. M., in Vol. 1, pp. 64 to 73 inclusive, Deed Record for Gray County, said county at that time being attached to Wheeler County for judicial purposes, but has since organized and said record transferred to said Gray County.

V.

JOHN S. KENNEDY, SAMUEL THORNE AND WILLIAM WALTER PHELPS TO WILLIAM E. BOND, EDWARD B. BAB- COCK AND D. MacGREGOR CRERAR	} Deed: (one copy for each of fifty counties) Date: March, 10, 1880. Consideration: One Dollar. Acknowledgment: See Below Record: See below.
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Know all men by these presents, that we, John S. Kennedy, Samuel Thorne and William Walter Phelps, parties of the first part, in consideration of the sum of one dollar, the receipt whereof is hereby acknowledged, have granted, bargained, sold and conveyed. and by these presents do grant, bargain, sell and convey, unto William E. Bond, Edward B. Babcock and D. MacGregor Crerar, parties of the second part, their heirs and assigns, in fee simple, absolute, forever, all the lands tenements, hereditaments and real estate, all the rights and interests in real estate and all the land certificates hereinafter mentioned and described, that is to say. All the lands in the State of Texas now owned by us, jointly or in common, under and by virtue of any and all deeds executed to us by The International and Great Northern Railroad Company; and also all the land certificates now owned by us, jointly or in common, under and by virtue of any deeds or other conveyances from the said Company, including particularly all the lands in the State of Texas, located by virtue of certain certificates for land issued by the Commissioner of the General Land Office of the State of Texas, to the International and Great Northern Railroad Company, under and by virtue of a certain act of the Legislature of the State of Texas, entitled: "An Act for the relief of The International Railroad Company, now consolidated with the Houston and Great Northern Railroad Company, under the name of The International and Great Northern Railroad Company," approved March, 10th 1875;

And also all the right, title and interest of any and every kind of the said International and Great Northern Railroad Company in, to and by virtue of all other land certificates, not located, heretofore issued to the said company under and by virtue of the said Act, and by it conveyed to us.

The land certificates hereby conveyed, and also the land certificates by virtue of which the lands hereby conveyed were located, are numbered as follows, and were issued by the Commissioner of the General Land Office of the State of Texas, as follows, to-wit: (Here follows a list of such certificates by numbers, as in IV of this abstract and comprising all the certificates named in that deed except No. 5206 — Survey 3½, in Dimmitt County), making a total of four thousand seven hundred and sixty-seven (4,767) certificates for six hundred and forty (640) acres of land each, equal to three million fifty thousand eight hundred and eighty (3,050,880) acres. (But from this conveyance there are saved and excepted certain described lands located in Kinney, Parker, Polk, Guadalupe and Webb Counties, Texas; and also certain described unlocated balance land certificates which were issued to the said International and Great Northern Railroad Company; but which do not refer to or affect the lands covered by this abstract), thus leaving a balance of three million forty-seven thousand four hundred and seventy-one and forty-three one-hundredths (3,047,471 43/100) acres to be included, and which is hereby included in this conveyance.

It being the object and intent of this instrument to convey to the said parties of the second part all of the lands heretofore located, and not heretofore sold and conveyed, and also all the land and right in land, by virtue of the aforesaid certificates not heretofore located, and not previously sold and conveyed.

(Here follows a recital of the counties in which the lands hereby conveyed are located, naming among other, the County of Gray.

This conveyance also contains the same exception as to lands necessary for right of way, depots, etc., as III of this abstract)

To have and to hold the hereinbefore granted, bargained and described premises, with the appurtenances thereof, unto the said parties of the second part, their heirs and assigns, to their own use, benefit and behoof forever.

In Witness Whereof, we have set our hands and seals to this and forty-nine other deeds in the words and figures of this, each of which is made and to be considered an original deed, this tenth day of March, in the year one thousand eight hundred and eighty.

(Seal)

Signed, sealed and delivered in  
the presence of John A. Garver.

JOHN S. KENNEDY (Seal)  
SAML. THORNE (Seal)  
WM. WALTER PHELPS (Seal)





RUSSELL BENEDICT

To

Frederic de Peyster Foster and Cornelius C. Cuyler.

Kind of Instrument: Release of Deed of Trust  
Date of Instrument: November 1st, 1904  
Date of Filing, ETC: November, 7th, 1904; and recorded in Vol. 2, pages, 312 to 316, Deed of Trust Record, Gray County, Texas.  
Acknowledgment: Statutory with seal; taken on Nov. 1st, 1904, before Walter S. Tuley, Notary Public, Kings County, New York, Certificate filed in New York County, New York.

This Release refers to the Deed of Trust dated May, 1, 1883, executed by the Francklyn Land and Cattle Company to Ira H. Evans, Trustee, (See page 9 of this Abstract) and fully releases the land hereinbelow described from the lien created and existing by reason of said Trust Deed.

This Release also recites the resignation of Ira H. Evans and Samuel Thorne, Trustee and Alternate Trustee in said Deed of Trust, (See page 12, this Abstract) the appointment of Russell Benedict, as substitute trustee, (See page 17, this Abstract); and also refers to the Power of Attorney, dated July, 1st, 1903, whereby said Russell Benedict is clothed with authority to execute this and other releases. (See page 19, this Abstract.)

Land Released, etc: " Now, this Indenture witnesseth: that the said party of the first part in pursuance of the said agreement and in consideration of a sum equal to Two and 50/100 Dollars per acre for each acre of land hereby released and of the further sum of One Dollar to him in hand duly paid at the time of the ensembling and delivery of these presents, the receipt whereof is hereby acknowledged, hath granted, released, quit claimed, and set over unto the said Frederic de Peyster Foster and Cornelius C. Cuyler, the parties hereto of the second part all that part of the said lands in the said indenture or deed of trust mentioned which are bounded and described as follows:

" All that certain tract or parcel of land, situate, lying and being in the County of Gray and State of Texas, being surveys numbered, 90-91-102 and 103, in block, three of the surveys made for the International and Great Northern Railroad Company, Certificate numbers, 1089, 1090, 1101 and 1102, file numbers, 12239, 12240, 12251 and 12252.

" With all and singular the rights and appurtenances in anywise thereunto belonging, to the intent that the lands hereby conveyed may be discharged from the said indenture or deed of trust date the first day of May, 1883, and that the rest of the lands in the said indenture or deed of trust specified, may remain to the said Russell Benedict, as Trustee, as heretofore.

" To have and to hold the land and premises hereby released and conveyed to the said parties of the second part, their heirs and assigns, to their own proper use, benefit and behoof forever, free, clear and discharged of and from all lien and claim under and by virtue of the said Indenture or Deed of Trust."

This page shows a Deed

The Grantors are: " Frederic de P.Foster, of the County of Orange, in the State of New York, and Cornelius C.Cuyler, of the City of New York, in the State of New York,"

The Grantee is: " J.W.Gaerte, of Disko, of the County of \_ State of Indiana, "

Consideration: One hundred and sixty five dollars paid or secured to be paid, as follows: Thirty-three, dollars cash in hand paid; and two promissory notes of the said J.W.Gaerte, of even date of the deed, each in sum of Sixty-six dollars, and payable on or before October 9th, 1907 and 1908, respectively, to the order of Frederic de P.Foster and Cornelius C. Cuyler, with interest from date at the rate of six per cent per annum; and a Vendor's Lien retained in the Deed, securing payment of said notes.

Granting Clause: " Have granted, sold and conveyed and by these presents do grant, sell and convey unto the said J.W.Gaerte, all that certain piece or parcel of land, situated in the County of Gray and State of Texas, aforesaid, and more particularly described as follows, to-wit: "

Conveys: " Lots numbers, five, six and seven in Block, eight of the town of Pampa, according to the map of said town of Pampa, on file in the office of the Clerk of the County of Gray. "

Habendum Clause: " 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.W.Gaerte his heirs and assigns forever; "

Warranty Clause: " And the said Frederic de P.Foster and Cornelius C. Cuyler do hereby bind themselves, their and each of their heirs, executors and administrators to warrant and forever defend, all and singular the title to the said premises hereby conveyed unto the said J.W.Gaerte, his heirs and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under them, the said grantors or either of them. "

Deed dated: October 9th, 1906.

Deed signed: Frederic de P.Foster  
Cornelius C.Cuyler.

Acknowledgments: Joint form, statutory with seal; taken on 9th, day of October, 1906, before Wm, A. Alcock, Notary Public, Kings County, New York, with Certificate filed in New York County, New York.

Deed filed for record, Decr. 22nd, 1906 and recorded in Vol. 11, page, 153 to 155, Deed Record, Gray County, Texas.

This page shows a Deed

The Grantors are: " Anna R. Gaerte, surviving widow of Bacob W. Gaerte, deceased, and Charles E. Gaerte joined by his wife, Gertrude A. Gaerte, and Esta R. Gaerte joined by his wife, Nettie H. Gaerte, all of the County of Wabash, State of Indiana, "

The Grantee is: " T.D. Hobart, of the County of Hemphill, State of Texas, "

Consideration: Three hundred fifty dollars paid and to be paid by T.D. Hobart, as follows: One hundred eighteen dollars cash in hand paid; and the said Hobart assumes and agrees to pay the two notes in sum of sixty six dollars each, executed by said J.W. Gaerte, as shown in deed abstracted at page thirty of this Abstract; and to pay off and discharge two notes in sum of fifty dollars each, executed by Jacob W. Gaerte, of date Oct, 9th, 1906, payable to the order of said Foster and Cuyler, and given in part payment for a five acre tract of land conveyed to said Gaerte, and which said tract is also conveyed to said Hobart by this deed.

Granting Clause: " Have granted, sold and conveyed and by these presents do grant, sell and convey unto the said T.D. Hobart, of the County of Hemphill, State of Texas, all that certain tract or parcel of land situated in the County of Gray and State of Texas, and more particularly described as follows, to-wit: "

Conveys: The property described in and conveyed by deed, abstracted at page, thirty of this Abstract. also conveys five acres of land out of survey, 114, Block, 3, of the I & G N surveys in Gray Co. Tex.

Habendum Clause: " 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 T.D. Hobart, his heirs and assigns forever; "

Warranty Clause: " And we do hereby bind our selves, our heirs, executors and administrators to warrant and forever defend, all and singular the said premises unto the said T.D. Hobart, his heirs and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof. "

Deed dated: October, 9th, 1907.

Deed signed: Anna R. Gaerte. Charles E. Gaerte.  
Gertrude A. Gaerte. Esta R. Gaerte.  
Nettie H. Gaerte.

Acknowledgments: Statutory with seals; those of Anna R. Gaerte, Esta R. Gaerte and his wife, Nettie H. Gaerte, taken on October, 25th, 1907, before Henry B. Scott, Notary Public, Wabash County, Indiana; those of Charles E. Gaerte and his wife, Gertrude A. Gaerte, taken on Jany, 7th, 1908, before T.W. Annabal, Notary Public, Miami, County, Indiana.

" The State of Indiana. County of Wabash: Before me, Henry B. Scott, Notary Public in and for said County, State of Indiana, on this day personally appeared Anna R. Gaerte, Charles E. Gaerte, Esta R. Gaerte, to me wekk known and who after being by me duly sworn, depose and say that the said Anna R. Gaerte is the surviving widow of Jacob W. Gaerte, who died at Disko, Indiana, on the 16th, day of July, 1907 and that Esta R. Gaerte and Charles E. Gaerte are the sons of the said Jacob W. Gaerte, deceased, and the said Anna R. Gaerte, Charles E. Gaerte and Esta R. Gaerte further state that they are the only heirs of said Jacob W. Gaerte, deceased and that each of them is more than 21 years of age.

Anna R. Gaerte. Esta R. Gaerte.  
Chas. E. Gaerte.

Subscribed and sworn to before me this 25th, day of Novr. A. D. 1907.  
(SEAL) Henry B. Scott, Notary Public. "

Instrument filed for record, Jany, 1, 1908 and recorded in Vol. 12, page, 437 to 440, Deed Record, Gray County, Texas.

This page shows a Deed

The Grantor is: " T.D.Hobart, of the County of Hemphill State of Texas,"

The Grantee is: " B.E.Finley of the County of Gray State of Texas,"

Consideration: Two hundred dollars paid and to be paid by B.E.Finley, as follows: One hundred thirty four dollars cash in hand paid; and the said Finley assumes and agrees to pay a note in sum of sixty six dollars, dated Oct, 9th, 1906, executed by J.W.Gaerte, payable to the order of Frederic de P. Foster and Cornelius C. Cuyler, on or before Oct, 9th, 1908 and given in part payment for the land conveyed in this deed.

Granting Clause: " Have granted, sold and conveyed and by these presents do grant, sell and convey unto the said B.E.Finley of the County of Gray State of Texas, all that certain lot or parcel of land, situated in the County of Gray and State of Texas, described as follows, to-wit:"

Conveys: All of lots, five, six and seven in Block, eight, town of Pampa, Texas, fully described as in deed abstracted at page thirty of this Abstract.

Habendum Clause: " 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 B.E.Finley, his heirs and assigns forever;"

Warranty Clause: " 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 B.E.Finley, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, bymthrough or under me."

Deed dated: January, 29th, 1908.

Deed signed: T.D.Hobart.

Acknowledgment: Statutory with seal; taken on Jany. 29th, 1908, before Cecil P. Buckler, Notary Public, Gray County, Texas.

Deed filed for record, May, 7th, 1908 and recorded in Vol. 9, page, 612-3, Deed Record, Gray County, Texas.

This page shows a Deed

The Grantor is: " B.E.Finley of the County of Gray State of Texas,"

The Grantee is: " Thomas Pursley of the County of Roberts State of Texas,"

Consideration: Two hundred fifty dollars paid and to be paid by Thomas Pursley,as follows: One hundred eighty four dollars,has been paid in cash;and the grantee to pay a certain note in sum of sixty six dollars,dated October 9th,1906,executed by J.W.Gaerte,payable on or before October,9th,1908 to the order of Frederic de P.Foster and Cornelius C.Cuyler,and given in part payment for the land conveyed by this deed.

Granting Clause: " Have granted,sold and conveyed and by these presents do grant,sell and convey unto the said Thomas Pursley of the County of Roberts State of Texas,all that certain tract or parcel of land situated in the County of Gray and State of Texas,and more particularly described as follows:"

Conveys: Lots five,six and seven,in Block,eight,in the town of Pampa, fully described as in deed abstracted at page thirty of this Abstract.

Habendum Clause: " 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 Thomas Pursley his heirs and assigns forever;"

Warranty Clause: " 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 Thomas Pursley his heirs and assigns,against every person whomsoever lawfully claiming or to claim the same or any part thereof."

Deed dated: April,29th,1908.

Deed signed: B.E.Finley.

Acknowledgment: Statutory with seal;taken on April,29th,1908 before Cecil P.Buckler,Notary Public,Gray County,Texas.

Deed filed for record,May,7th,1908 and recorded in Vol.9,page,613-4,Deed Record,Gray County,Texas.

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*Deed missing  
Next page*

*Gray Co 1908*

*counter 15323*

This page shows a Deed

The Grantors are: " J.W.Talley, joined by his wife, E.E.Talley, of the County of Gray, State of Texas, "

The Grantee is: " H.F.Barnhart, of the County of Gray State of Texas, "

Consideration: Two hundred eighty dollars, paid and to be paid by H.F. Barnhart, as follows:

One hundred forty dollars, cash in hand paid; and the execution and delivery by the said Barnhart of his one certain promissory note of even date of this deed, in sum of One hundred forty dollars, payable to the order of J.W.Talley on or before one year after date, with interest at rate of 10% per annum until paid; and a Vendor's Lien retained in the deed, securing payment of said note.

Granting Clause: " Have granted, sold and conveyed and by these presents do grant, sell and convey unto the said H.F.Barnhart of the County of Gray State of Texas, all that certain tract or parcel of land situated in the County of Gray and State of Texas, and more particularly described as follows: "

Conveys: All of lots, five, six and seven, in Block, eight, town of Pampa, Texas, and fully described as in deed abstracted at page thirty of this Abstract.

Habendum Clause: " 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 H.F.Barnhart, his heirs and assigns forever; "

Warranty Clause: " 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 H.F.Barnhart, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. "

Deed dated: April, 21st, 1909.

Deed signed: J.W.Talley.  
E.E.Talley.

Acknowledgments: Statutory with seals; taken on April, 21st, and 22nd, 1909, respectively, before Cecil P. Buckler, Notary Public, Gray County, Texas.

Deed filed for record, April, 24th, 1909 and recorded in Vol. 14, page, 252-253, Deed Record, Gray County, Texas.

This page shows Transfer of Vendor's Lien, etc.

Know all men by these presents: That I, J.W. Talley, of the County of Gray, State of Texas, for and in consideration of the sum of One and No/100 Dollars and other valuable considerations to me in hand paid by B.E. Finley, the receipt of which is hereby acknowledged, have this day sold, conveyed and assigned and by these presents do sell, convey and assign unto the said B.E. Finley certain vendor lien note executed by H.F. Barnhart in favor of J.W. Talley, in the sum of One hundred forty and No/100 Dollars, dated April, 21, 1909, and bearing interest from date at the rate of ten per cent per annum, together with an attorney's fee of ten per cent, and due on or before one year after date.

Said note having been executed for the following described lot or parcel of land, situated in the County of Gray State of Texas, being all of lots five, six and seven, in Block, eight, in the town of Pampa, Texas.

And I also hereby bargain, sell and convey unto the said B.E. Finley, all of the right, title and interest owned or held by me, in said land by virtue of said note herein conveyed and assigned.

Said land and note being fully set out and described in a deed duly executed by me, to the said H.F. Barnhart and recorded in volume 14, page, 252, Records of Deeds for Gray County, Texas, which is referred to and made a part hereof for further description.

To have and to hold, unto the said B.E. Finley, his heirs and assigns, the above described note, together with all and singular the contract lien, vendor's lien, rights, equities, titles and interest in said land, which I have by virtue of being the vendor in said deed and payee in said note and the legal holder and owner of said note.

The Instrument further reciting that said note is the only lien on said land, and authorizes said Finley, his heirs or assigns to release same upon payment thereof.

Instrument dated: August, 20th, 1909.

Instrument signed: J. W. Talley.

Acknowledgment: Statutory with seal; taken on August, 20th, 1909, before Cecil P. Buckler, Notary Public, Gray County, Texas.

Instrument filed for record, August, 21st, 1909 and recorded in Volume, 14, page, 372, Deed Record, Gray County, Texas.

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Gray Co. 1914 2k 3

counter 45325

This page shows Release of a Vendor's Lien, etc

The Instrument recites that by deed dated April, 21, 1909, recorded in Vol. 14, page, 252, Deed Record, Gray County, Texas, J.W. Talley conveyed to H.F. Barnhart, all of lots, five, six and seven, in Block, eight, in the town of Pampa, Texas; and

Did in said deed retain a Vendor's Lien, securing the payment of one note of even date of said deed, in sum of One hundred forty dollars, executed by H.F. Barnhart, payable to said J.W. Talley, and given as part consideration for said lots so conveyed.

" And Whereas, The note evidencing the said Vendor's Lien, given as aforesaid for part payment of said property, has been paid to B.E. Finley the legal and equitable holder and owner of said note.

" Now, Therefore, Know all men by these presents: That B.E. Finley the present legal and equitable owner and holder of said Vendor's Lien note above mentioned, do hereby release, discharge and quit claim unto the said H.F. Barnhart his heirs and assigns, all the right, title, interest and estate, in and to the property above described, which I have or may be entitled to by virtue of being the owner of said Vendor's Lien note and do hereby declare said property released and discharged from any and all liens created by virtue of said Vendor's Lien note above described."

Release dated: May, 13th, 1913.

Release signed: B.E. Finley.

Acknowledgment: Statutory, with seal; taken on May, 13th, 1913, before Cecil P. Buckler, Notary Public, Gray County, Texas.

Release filed for record, May, 15th, 1913 and recorded in Vol. 15, page, 459, Deed Record, Gray County, Texas.

36

Gray Co. Tex. 3

counter 45324



This page shows a Deed

The Grantors are: " H.F. Barnhart and Dollie Barnhart, husband and wife,  
of the County of Gray, State of Texas,"

The Grantee is: " W.W. Henry of the County of Gray State of  
Texas,"

Consideration: Sixteen hundred dollars paid and secured to be paid by  
W.W. Henry, as follows:

Six hundred dollars cash, receipt of which is acknowledged; and three promissory notes of even date of the deed, drawn by the said W.W. Henry, payable to the order of H.F. Barnhart, on or before September 1st, 1917, April, 1st, 1918 and October 1st, 1918, respectively, and being one note in sum of five hundred dollars and two notes in sum of two hundred fifty dollars each, bearing interest at rate of 8% per annum from date, etc; and a Vendor's Lien retained in the deed securing the payment of said notes.

Granting Clause: " Have granted, sold and conveyed and by these presents do grant, sell and convey unto the said W.W. Henry of the County of Gray State of Texas, all that certain tract or parcel of land, situated in the County of Gray and State of Texas, and being more particularly described as follows, to wit: "

Conveys: All of lots, five, six and seven, in Block, eight, in the town of Pampa, Texas, and fully described as in deed abstracted at page thirty of this Abstract.

Habendum Clause: " 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 W.W. Henry, his heirs and assigns forever; "

Warranty Clause: " 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 W.W. Henry, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. "

Deed dated: April, 20th, 1917.

Deed signed: H.F. Barnhart  
Dollie Barnhart.

Acknowledgments: Statutory with seals; taken on April, 20th, 1917, before Chas C. Cook, Notary Public, Gray County, Texas.

Deed filed for record, April, 21st, 1917 and recorded in Vol. 19, page, 97, Deed Record, Gray County, Texas.

This page shows Transfer of Vendor's Lien, etc

- " Know all men by these presents: That in consideration of the sum of \$250.00, in hand paid me by A.K. Brown, the receipt of which is hereby acknowledged and confessed, I, H.F. Barnhart of the County of Gray, State of Texas, hereby assign, transfer and convey unto the said A.K. Brown of Gray County, Texas, a certain note executed by W.W. Henry, dated April, 20th, 1917, due on or before October 1st, 1918, for the principal sum of \$250.00, and bearing 8 per cent interest per annum from date until paid.
- " Said note being the third note of a series of three of such notes, having been given to H.F. Barnhart in part payment for that certain tract or parcel of land, situated in Gray County, Texas, as follows, to wit:
- " Being all of Lots 5-6 and 7, in Block No. 8, of the town of Pampa, according to the map of said town which is on file in the office of the County Clerk of Gray County, Texas, and for a further description of said land and notes reference is hereby made to said deed wherein the said Barnhart conveyed said land to W.W. Henry which is on record in the Deed Records of Gray County, Texas.
- " To have and to hold the above mentioned note, together with all and singular the contract lien, vendor's lien, rights, equities interest in said land, unto the said A.K. Brown his heirs or assigns, which I have by virtue of being the vendor in said deed and payee in said note and the legal and equitable holder and owner of said note.
- " And I bind myself that said note is the first lien on said land and that all payments, offsets and credits have been allowed.
- " And I hereby authorize the said A.K. Brown, his heirs and assigns, to release the said vendor's lien on payment of said note by a duly executed release."

Instrument dated: September 9th, 1918.

Instrument signed: H.F. Barnhart.

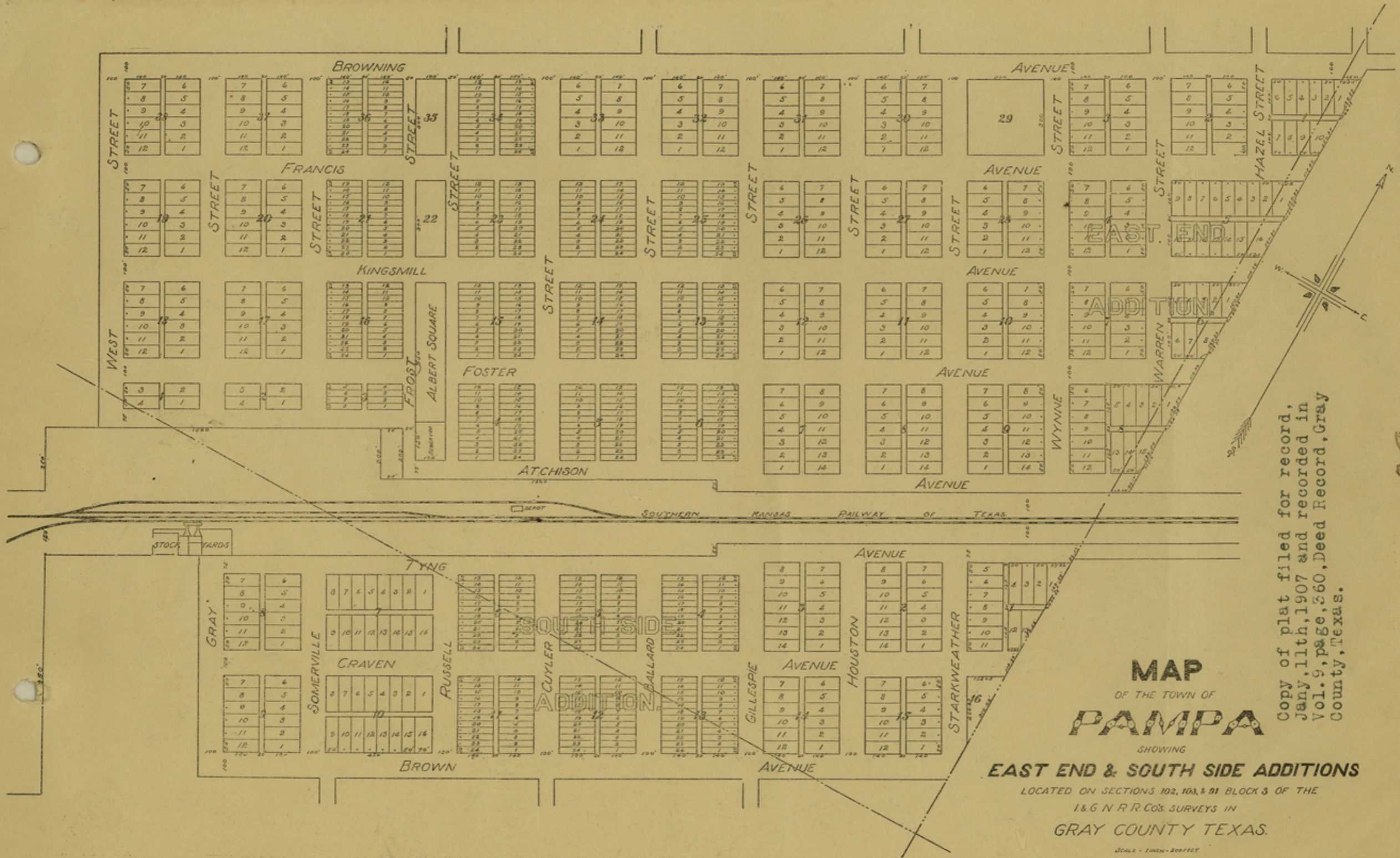
Acknowledgment: Statutory with seal; taken on September, 9th, 1918, before I.E. Duncan, Notary Public, Gray Co. Texas.

Instrument filed for record, September 11th, 1918 and recorded in Vol. 20, page, 240-241, Deed Record, Gray County, Texas.

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Gray Co. 1918 24

counter 15328



Copy of plat filed for record,  
 Jan'y. 11th, 1907 and recorded in  
 Vol. 9, page, 560, Deed Record, Gray  
 County, Texas.

**MAP**  
 OF THE TOWN OF  
**PAMPA**

**EAST END & SOUTH SIDE ADDITIONS**

LOCATED ON SECTIONS 102, 103, & 91 BLOCK 3 OF THE  
 I. & G. N. R. R. CO'S. SURVEYS IN

GRAY COUNTY TEXAS.

SCALE - 1 INCH = 200 FEET

counter 45329

This page shows Release of Vendor's Lien

The Instrument recites that by deed dated October, 9th, 1906, Frederic de P. Foster and Cornelius C. Cuyler, conveyed to J. W. Gaerte, lots five (5), six (6) and seven (7), in Block, eight (8), in the town of Pampa; and

That as part consideration for said lots, said Gaerte executed two promissory notes of even date of said deed, payable to the order of said Foster and Cuyler on the 9th, day of October, in each of the years, 1907 and 1908; and that a Vendor's Lien was retained in said deed, securing the payment of said notes.

" And Whereas, Said promissory notes have been fully paid off and discharged, both principal and interest, and at the time of their payment said notes were the property of the undersigned:

" Now, Therefore, Know all men by these presents: That I, Frederic de P. Foster of the County of Orange and State of New York, for and in consideration of the premises and the full and final payment of said notes, have remised, released, quit claimed, discharged and acquitted and by these presents do remise, release, quitclaim, discharge and acquit unto the said J. W. Gaerte, his heirs and assigns, the Vendor's Lien heretofore existing upon the land and premises aforesaid."

Release dated: Febry., 14th, 1921.

Release signed: Frederic de P. Foster

Acknowledgment: Statutory with seal; taken on Febry., 14th, 1921, before, Wm. A. Alcock, Notary Public, Kings County, New York, Certificate filed in New York County, New York.

Release filed for record, April, 8th, 1921 and recorded in Vol. 23, page, 180, Deed Record, Gray County, Texas.

This page shows Release of Vendor's Lien

The instrument recites that by deed dated April, 20th, 1917, recorded in Vol. 19, page, 97, Deed Record, Gray County, Texas, H.F. Barnhart and his wife Dollie Barnhart, conveyed to W.W. Henry, all of lots five, six and seven, in Block, eight, in the town of Pampa, Texas;

That in said Deed a vendor's lien was retained to secure the payment of two notes, one in sum of Five hundred dollars, and one in sum of Two hundred fifty dollars, both of even date of the deed, and due on or before Sept, 1st, 1917 and April, 1st, 1918, and executed by the said W.W. Henry, and payable to the order of said H.F. Barnhart.

That said notes have been fully paid off and discharged, and at the time of their payment, said notes were the property of the said H.F. Barnhart.

" Now, Therefore, Know all men by these presents: That I, H.F. Barnhart the present legal and equitable owner and holder of said Vendor's Lien notes above mentioned, do hereby release, discharge and quit claim unto the said W.W. Henry, his heirs and assigns, all of the rights, title, interest and estate, in and to the property, above described, which I have or may be entitled to by virtue of being the owner of said Vendor's Lien note and do hereby declare said property released and discharged of all liens created by virtue of said Vendor's Lien note above described."

Instrument dated: Decr. 22nd, 1920.

Instrument signed: H. F. Barnhart.

Acknowledgment: Statutory with seal; taken on Decr. 22nd, 1920, before Chas C. Cook, Notary Public, Gray Co. Texas.

Release filed for record, April, 14th, 1921 and recorded in Vol. 23, page, \_\_\_\_\_ Deed Record, Gray County, Texas.

41

Gray Co. R19 2K 3

counter 45331

This page shows a Deed

The Grantors are: " Thomas Pursley and Bess Pursley, husband and wife,  
of the County of Roberts and State of Texas,"

The Grantee is: " J.W. Talley of the County of Gray and State of  
Texas,"

Consideration: " Two hundred fifty and No/100 Dollars, to us paid  
by J.W. Talley, the receipt of which is hereby acknowledged;"

Granting Clause: " Have granted, sold and conveyed and by these presents do grant, sell and convey unto the said J.W. Talley of the County of Gray and State of Texas, all that certain tract or parcel of land situated in the County of Gray and State of Texas, and more particularly described as follows, to wit:"

Conveys: " Lots numbers five (5), six (6), and seven, in Block Number eight (8), of the town of Pampa, according to the map of said town of Pampa, on file in the office of the Clerk of Gray County, Texas."

Habendum Clause: " 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.W. Talley, his heirs, and assigns forever;"

Warranty Clause: " 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 J.W. Talley, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof."

Deed dated: April, 4th, 1921.

Deed signed: Thomas Pursley  
Bess Pursley.

U.S.I.R. Stamps, \$50¢  
attached & cancelled

Acknowledgments: Statutory with seals; taken on April, 4th, 1921, before H.A. Talley, Notary Public, Roberts County, Texas.

Deed filed for record, April, 8th, 1921 and recorded in Vol. 23, page, 179-180, Deed Record, Gray County, Texas.

This page shows Deed

The Grantors are: " W.W.Henry and Hattie Henry, husband and wife of the County of Gray and State of Texas."

The Grantee is: " W.R.Silvey of the County of Gray and State of Texas."

Consideration: One hundred dollars cash paid, receipt of which is acknowledged and the assumption by the grantee herein of one certain promissory note in the principal sum of \$250.00 dated April 20th, 1917, executed by W.W.Henry and payable to the order of H.F.Barnhart October 1st, 1918, bearing interest at the rate of 8 per cent per annum; and the further consideration of the execution by the grantee herein of two certain promissory vendor lien notes of even date herewith, one in the sum of \$1000.00 and one in the sum of \$1100.00 payable to the order of the said W.W.Henry, on or before June 1st, 1921 and June 1st, 1922, respectively, with interest at the rate of 10% per annum.

Granting Clause: " Have granted, sold and conveyed and by these presents do grant, sell and convey unto the said W.R.Silvey of the County of Gray and State of Texas, all that certain tract or parcel of land situated in the County of Gray and State of Texas, and more particularly described as follows, to wit:"

Land Conveyed: " Being all those certain lots which are numbered Five (5), Six (6), and Seven (7) in Block Number Eight (8) in the town of Pampa, according to the map of said town which is on file in the office of the Clerk of Gray County, Texas;"

Habendum Clause: " 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 W.R. Silvey his heirs and assigns forever."

Warranty Clause: " 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 W.R. Silvey, his heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof."

A vendor's lien is retained in this deed.

"U.S.I.R.Stamps \$2.50 attached and canceled."

Deed dated: December 21st, 1920

Deed signed: W.W.Henry  
Hattie Henry

Acknowledgments: Statutory with seals; taken December 22nd, 1920 before Chas. C. Cook, Notary Public, Gray County, Texas.

Filed for record June 7th, 1921 and recorded in Vol. 23, page 309-310, Deed Records, Gray County, Texas.

Gray Co. 1921  
43

counter 45333

This page shows Release

Instrument recites that by deed dated April 20th, 1917 H.F.Barnhart conveyed to W.W.Henry all of Lots No. Five, Six and Seven, in Block No. Eight, in the town of Pampa, Gray County, Texas; that in said deed a vendor's lien was retained, securing the payment of three certain promissory notes, of even date of said deed, Note No. 3, being in the principal sum of \$250.00, executed by the said W.W.Henry and payable to the order of the said H.F.Barnhart, October 1st, 1918;

" And Whereas, on September 9th, 1918, the said H.F.Barnhart, by a transfer of that date, did assign said vendor's lien note No. 3, together with the vendor's lien securing the same to one A.K.Brown of Gray County, Texas,

" And Whereas, said promissory note has been fully paid off and discharged, both principal and interest.

" Now, therefore, We, Nancy J. Brown, wife of A.D.Brown deceased for herself and J.R.Brown for himself and as attorney in fact for Lawrence Brown Tabor of the County of Gray and State of Texas, for and in consideration of the premises and the full and final payment of said note No.3, having remised, released, quit claimed, discharged and acquitted unto the said W.W.Henry his heirs and assigns, the vendor's lien heretofore existing upon the land and premises aforesaid.

" Witness our hands this 31st day of May A.D. 1921.

Nancy J. Brown

Wife of A.K.Brown, deceased.

J.R.Brown

For himself and for Lawrence Brown Tabor

"State of Texas ()

County of Gray () Before me the undersigned authority on this day personally appeared J.R.Brown, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity as therein set forth.

" Given under my hand and seal of office, this 31st day of May A.D. 1921.

Ivy E. Duncan

"(seal)

Notary Public, Gray County, Texas

"State of Texas ()

County of Gray () Before me, the undersigned authority, on this day personally appeared Nancy J. Brown, wife of A.K.Brown, deceased, known to me to be the person whose name is subscribed to the foregoing instrument and having been examined by me privily and having the same fully explained to her, she, the said Nancy J. Brown, acknowledged such instrument to be her act and deed, and 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 31st day of May A.D. 1921.

Ivy E. Duncan

"(seal)

Notary Public, Gray County, Texas. "



This page shows Affidavits

State of Texas )  
County of Gray ) I, Nancy J. Brown, being first duly sworn upon oath state;  
That I am the wife of Allen K. Brown, deceased, who departed this life  
on the 16th day of March A.D. 1921, in Pampa, Gray County, Texas, that he  
died intestate and left as the sole and surviving heirs myself and our two  
children J.R. Brown a son, 42 years of age and Mrs. G.C. Brown, a daughter  
who is 47 years of age.

Witness my hand this 26 day of March 1921

Nancy J. Brown

Subscribed and sworn to before me this 21 day of March A.D. 1921.

Ivy E. Duncan

(Seal)

Notary Public Gray County, Texas.

State of Texas )

County of Gray ) We, J.E. Brown of Pampa, Gray County, Texas, and Mrs. G.C. Brown  
Tabor, a widow of Mercer County, State of West Virginia, being first duly  
sworn upon oath state:

That we are the sole and only children of Allen K. Brown and Nancy J.  
Brown, that we are over twenty one years of age, that our father Allen  
K. Brown departed this life on or about the 15 day of March A.D. 1921,  
at Pampa, in Gray County, Texas, that he died intestate and left sur-  
viving him as his only heirs at law, our mother Nancy J. Brown and our-  
selves, that we are the only issue born of said marriage and that the  
said Allen K. Brown was never married to any one except the said Nancy  
J. Brown.

J.R. Brown

Mrs. G.C. Tabor

Subscribed and sworn to before me by J.R. Brown this 26 day of March 1921.

Ivy E. Duncan

(Seal)

Notary Public Gray County, Texas.

Subscribed and sworn to be fore me by Mrs. G.C. Brown Tabor, this  
3/5 day of March 1921.

R.L. Parsons

(Seal)

Notary Public, Mercer County, West Virginia

State of Texas )  
County of Gray ) Before me, the undersigned authority, on this day personally  
appeared S.S. Thomas and C.L. Thomas, each known to me to be credible persons  
each by me being duly sworn, upon their oath state, that they were personally  
well acquainted with Allen K. Brown and his wife Nancy J. Brown; that they  
lived together as husband and wife until the death of the said Allen K.  
Brown, which was on the 16 day of March A.D. 1921; that the following  
children only were born of said marriage, to wit:

J.R. Brown, a son and who is now 42 years of age, Mrs. G.C. Brown Tabor,  
who is now 47 years of age.

That affiants were each personally and intimately acquainted with the  
said Allen K. Brown and Nancy J. Brown, having known them for a period of  
25 years, and their said children, that there was no other issue born of  
said marriage, except as above named, and that the said Nancy J. Brown, wife  
of J.R. Brown, son and Mrs G.C. Brown Tabor are the sole and only heirs at  
law of the said A.K. Brown, deceased.

S.S. Thomas

C.L. Thomas

Subscribed and sworn to before me this 25 day of March A.D. 1921

Ivy E. Duncan Notary Public  
Gray County, Texas.

(Continued on following page.)

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State of Texas 0

County of Gray 0 Know all men by these presents, that We, Nancy J. Brown of Pampa, Gray County, Texas, and Mrs. G.C. Brown Tabor, a widow of Mercer County West Virginia, have made, constituted and appointed, and by these presents do make constitute and appoint J.R. Brown of the County of Gray and State of Texas, our true and lawful and sufficient attorney, for us and in our name, place and stead and with power to collect, manage, dispose of and release all liens and indebtedness due the estate of A.K. Brown, to dispose of all property, real or personal, belonging to said estate to bring suits or defend suits and to do all things that are necessary in the successful administration of the estate of A.K. Brown, deceased. We, and the said J.R. Brown being the sole and only heirs of the said A.K. Brown deceased.

Witness our hands this 26th day of March A.D. 1921.

Nancy H. Brown  
Mrs. G.C. Tabor

State of Texas 0

County of Gray 0 Before me the undersigned authority on this day personally appeared Nancy J. Brown to me known 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 26 day of March, 1921.

Ivy E. Duncan  
Notary Public, Gray County, Texas.

(Seal)

State of West Virginia 0

County of Mercer 0 Before me the undersigned authority on this day personally appeared M.s. G.C. Tabor, 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 21 day of March 1921.

R.L. Parsons  
Notary Public Mercer County, West Virginia.

(Seal)

Filed for record June 1st, 1921 and recorded in Vol.  
23, page 310-311, Deed Records, Gray County, Texas.

This page shows Release

Instrument recites that by deed dated December 21st, 1920 and recorded in the Deed Records of Gray County, Texas, W.W.Henry and wife conveyed to W.R.Silvey all of Lots No. Five, Six and Seven in Block No. Eight, in Pampa, Gray County, Texas

That in said deed a vendor's lien was retained, securing the payment of two certain promissory notes of even date therewith, one in the principal sum of \$1000.00 and one in the principal sum of \$1100.00, executed by the said Silvey and payable to the order of the said Henry June 1st, 1921, and 1922, respectively.

That said vendor's lien notes have been fully paid to the undersigned, the owner and holder of same;

" Now, Therefore, Know all men by these presents; That I, W.W.Henry, the present legal and equitable owner and holder of said vendor's lien notes above mentioned, do hereby release, discharge and quit claim unto the said W.R.Silvey his heirs and assigns, all the right, title, interest and estate, in and to the property above described, which I have or may be entitled to by virtue of being the owner of said vendor's lien notes and do hereby declare said property released and discharged of all liens created by virtue of said vendor's lien notes above described. "

Instrument dated: March 22nd, 1922

Instrument signed: W.W.Henry

Acknowledgment: Statutory with seal; taken March 22, 1922 before Arthur T. March, Notary Public Canadian County, Oklahoma

Filed for record March 28th, 1922 and recorded in Vol. 24, page 27-8, Deed Records, Gray County, Texas.

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Abstracter's Certificate

I, Siler Faulkner, Abstracter of Lefors, Texas, hereby certify that the foregoing pages numbered from one to forty seven, show and contain a true and complete Abstract of all instruments and documents recorded or filed for record in the office of the Clerk of the County Court Gray County, Texas, pertaining to the title to Lots Five, Six and Seven in Block No. Eight, in the town of Pampa, Gray County, Texas.

I further certify that the foregoing pages show all liens, judgments, suits pending or other encumbrances pertaining to the title to said land and that the taxes are paid thereon to and for the year 1922.

In witness of all which I hereto set my hand and seal this June 15th, 1923.

A B S T R A C T E R .

Gray Co. B.N. 253

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