

~~Highway~~  
14  
3  
Bosque  
186  
1358

Milam Co. 1st class

at-609

Francis S. Neville

by app<sup>l</sup>

— 1/3 Survey —  
No 92

Correct a map. Nov. 20. 47.  
to north pt. (Crested)

Care of P. M. High  
James Plant app<sup>l</sup>

Cash

30th  
Patented Nov. 1847  
A. J. Durall

No 301 Vol 6

copy of pat. + map  
sent to the  
M. J. G. 4 m. k. 1/2 p. 20  
77

Page delivered A  
J. De la...  
Geo...

Contents

1. Certificate.

2. Field notes.

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Oct 18 '78 Lmk

Republic of Texas  
County of Matagorda }

21892

The Board of Land Commissioners  
for the County aforesaid hereby certify that Rufus McCallan  
is entitled to one third of a League of Land as a purchase  
from Francis S. Neville. upon Conditions of his Making  
the payments required by Law. Said Neville having  
emigrated to this Country previous to the Declaration  
of Independence.

Given under our hands this 21<sup>st</sup> day of January 1838

Wm. Garrison

J. C. Beckwith

A. L. Cook

Commissioners



1. File 656

Milan C. 1<sup>st</sup> class

Night Certificate

Francis L. Miller

of Leavenworth

of the State of Kansas

at Leavenworth

A. L. Curtis

of the State of Kansas

John A. Atkinson

Leavenworth, Mo. July 1838

1838

James McLean  
of the State of Kansas







Bosque 156  
File 1511

Milam Co. 1<sup>st</sup> class  
Field notes of Survey  
Francis J. Neville

Patented  
Adams  
Recd. \$30.40 on  
the Primary Notes  
of the late Surve  
of Texas for Govt.  
Dues on the within  
field notes  
of  
Francis J. Neville

7th Nov 1844  
J. Caldwell

Examined & Recorded

I do Certify that I have examined  
the within field notes and find them correct, and  
the survey made according to law  
Given at Caldwell this 28<sup>th</sup> day of October 1844.  
James Howlett  
District Surveyor



**This Indenture,** made the Nineteenth day  
of May in the year one thousand eight hundred and forty seven **BETWEEN**

Rufus Mc Sellow late of Texas now of the State of New York of  
the first part and James Plant of the City of Brooklyn in the  
County of Kings in the said State of New York. Merchant

of the second part, **Witnesseth,** That the said party of the first part, for and in consideration of the  
sum of Five thousand Dollars lawful  
money of the United States of America, to him in hand paid, by the said party of the second  
part, at or before the enrolling and delivery of these presents, the receipt whereof is hereby acknowledged,  
and the said party of the second part, his heirs, executors, and administrators, for ever released and  
discharged from the same, by these presents hath granted, bargained, sold, aliened, remised, released, conveyed  
and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, convey and confirm,  
unto the said party of the second part, and to his heirs and assigns, for ever, **ALL** and singular  
the several pieces, parcels and tracts of land situate and being in the State  
of Texas aforesaid and more particularly described as follows, to wit: First  
All that certain one League and Labor of Land (described in a certain Certif-  
icate No.          issued to Maria Josefa Jacume, widow) in the County of  
Bexar in said State. Second. All that other certain League and Labor of Land  
(described in a certain certificate No. 203 issued to Gertrudes Chermis, widow)  
in the County of Bexar aforesaid. Third All that other certain League and Labor of  
Land (described in a certain certificate No. 354 issued to Juan Diaz) in the  
County of Bexar aforesaid, excepting such one of the said three last described Leagues  
and Labors of Land as has been heretofore sold and conveyed to one Dennis Perkins  
under and by virtue of a Power of Attorney executed by the said Mc Sellow to the said James  
Plant and the power of substitution therein contained, whereby Jacob DeCordova was  
substituted by the said Plant and the conveyance of said one League and Labor, made  
thereunder by the said substituted Attorney DeCordova to the said Perkins, it being unknown  
which one of the said three Leagues and Labors of Land was conveyed to the said Perkins  
Fourth All the one third part of that certain other League and Labor of Land (described  
in a certain certificate No.          issued to Francis J. Neville) in the County of  
Matagorda in the State of Texas aforesaid. Fifth All the one equal half part of  
the one equal third part of that certain other League and Labor of Land (described in  
a certain certificate No. 255 issued to Benjamin J. Noonan) in the County of  
Matagorda aforesaid. Sixth All the one equal third part of that certain other League  
and Labor of Land (described in a certain certificate No. 624 issued to Benjamin A.  
Murdecai) in the County of Macgregor in the State of Texas aforesaid. Seventh All  
the one equal third part of that certain other League and Labor of Land (described in a  
certain certificate No. 176 issued to Eli Thompson) in the County of Matagorda aforesaid.  
Eighth All that certain other League and Labor of Land (described in a  
certain certificate No.          issued to Robert D. Stewart) in the County of Matagorda  
aforesaid, excepting and reserving out of this last described League and Labor of Land  
one thousand acres of land which are to be conveyed by the party of the first part  
to Doctor W. H. Wynne of Galveston in the State of Texas aforesaid

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or  
in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and  
profits thereof; **And also** all the estate, right, title, interest, property,



possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in and to the same, and every part and parcel thereof, with the appurtenances: **To Have and to Hold** the above granted, bargained and described premises, with the appurtenances, unto the said party of the second part, his heirs and assigns, to his and their own proper use, benefit and behoof for ever.

And the said Rufus M. Sellaan for himself his heirs, executors and administrators, doth covenant, grant and agree, to and with the said party of the second part, his heirs and assigns, that the said Rufus M. Sellaan at the time of the sealing and delivery of these presents, is lawfully seized in his own right of a good, absolute and indefeasible estate of inheritance, in fee simple, of and in all and singular the above granted, bargained and described premises, with the appurtenances, excepting as aforesaid and ha[ving] the good right, full power, and lawful authority to grant, bargain, sell and convey the same, in manner and form aforesaid. And that the said party of the second part his heirs and assigns, shall and may, at all times hereafter, peaceably and quietly have, hold, use, occupy, possess and enjoy the above granted premises, and every part and parcel thereof, with the appurtenances, without any let, suit, trouble, molestation, eviction or disturbance of the said party of the first part, his heirs or assigns, or of any other person or persons, lawfully claiming or to claim the same: And that the same now are free, clear, discharged and unencumbered of and from all former and other grants, titles, charges, estates, judgments, taxes, assessments and encumbrances, of what nature or kind soever except as aforesaid. And also, that the said party of the first part, and his heirs, and all and every other person or persons whatsoever lawfully or equitably deriving any estate, right, title, or interest, of, in or to the hereinbefore granted premises, by, from, under, or in trust for himself shall and will, at any time or times hereafter, upon the reasonable request, and at the proper costs and charges in the law, of the said party of the second part his heirs and assigns, make, do and execute, or cause or procure to be made, done and executed, all and every such further and other lawful and reasonable acts, conveyances and assurances in the law, for the better and more effectually vesting and confirming the premises hereby intended to be granted, in and to the said party of the second part, his heirs and assigns for ever, as by the said party of the second part, his heirs or assigns, or their counsel learned in the law, shall be reasonably devised, advised or required. And the said Rufus M. Sellaan his heirs, the above described and hereby granted and released premises, and every part and parcel thereof, with the appurtenances, unto the said party of the second part, his heirs and assigns, against the said party of the first part, and his heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same, shall and will **Warrant**, and by these presents for ever **Defend**.

In Witness whereof, the parties to these presents have herunto interchangeably set their hands and seals, the day and year first above written.

Rufus M. Sellaan.

Sealed and delivered in the presence of  
The words "and labor" stricken out  
in the tenth and twelfth lines from the  
bottom of the first page

Salem Hall

Sullivan Co. Personally appeared before me this 15<sup>th</sup> day of Jan 1847 Rufus M. Sellaan known to me to be the person described in and who executed the within conveyance and acknowledged he executed the same for the purposes therein mentioned and finding no assurance or intimation that the same be removed  
I will G. Kimball R. Judge  
of Sullivan County N. York



STATE OF NEW YORK, }  
Sullivan County Clerk's } ss.  
Office.

I Certify, That at the date of the CERTIFICATE of proof or acknowledgment to which this is subjoined, the said *Samuel G. Dimmick* was a <sup>Sullivan Common Pleas being</sup> Judge of a Court of Pleas having a seat in and for said County, and duly authorised to take the same; and that I am well acquainted with the hand writing of the said *Samuel G. Dimmick* and verily believe that the signature to the said Certificate is genuine.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed the seal of the said County this *17<sup>th</sup>* day of *June* A. D. 1847

*Matthew Decker Jun* Clerk.



Drummond & Hilditch  
Kensington at Law  
29 Water Street  
New York

Red date 19 May 1847

James Plant  
do  
Hugh McCallan

File 156  
Milan Co. P. C. C.

Rufus McCallan

do

James Plant

Maria Josefa Tacchini

Ertrudes Chering

Joan Dixon

Thomas S. Neville

Benjamin S. Norman

Benjamin M. Mordecai

Ed. Thompson

Robert W. Stewart