Karnes Co.

1388-804-¼m.

File 80

Goliad 1st Class

ab. 286

George Vass

1/3 League

Certificate No. 105

OLD WRAPPER WITHIN

Patented
Mar. 15, 1845
No. 505 Vol. 2

Mgl.

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File 80

Karnes Co 76

Solid 1st Class.

George Vos.

1/3 League

No 105

to original

Patented 15 March 1845

No. 500 vol 3

Mal.

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June 18/78

Linn

No. 185

THIS IS TO CERTIFY

THAT George Voss

has appeared before us the Board of Land Commissioners for the County of Brazoria

and proved according to law that he arrived in the Country previous to declaration of independence

and that he is a Single man and entitled to One third of a league

of land upon condition of paying at the rate of Five Dollars

for each labor of Irrigable land

for each labor of Temporal or arable land Two dollars and forty Cents

for every labor of Pasture land which may be contained in the survey secured to him

by this Certificate.

Given under our hands this Fifteen of January 1838.

Edwin Waller President.

Attest

Thomas Bla[illegible] Clerk

Thomas Burnet Commissioners Associate

A C Hyde

County of Brazoria City of Velasco. ——

This day personally appeared before me John Sharp, Notary Publick of the County and city aforesaid, George Voss who presented, jointly with this certificate, of which he is the original grantee and present holder, an instrument of redeemable transfer signed and sealed by him in due form, by which one half of the right and of the title thereon to be founded to a third of a league of land avouched for in the within certificate is this day hypothicated unto Reuben M. Potter of this city for the sum of one hundred dollars, redeemable within four months from this date by refunding to said Potter the above sum with interest thereon at the rate of ten per cent per annum till refunded, said Voss reserving to himself within the same four months, the right of locating the whole of the aforesaid third of a league; and of selecting therefrom the half to be reserved by him free from said hypothication; and I moreover certify that the aforesaid Voss, together with the subscribing witnesses of the above mentioned instrument, have this day acknowledged before me the validity of the same as a deed of redeemable transfer or hypothication which is to avouch for a claim on the aforesaid land after it has been located, and to have the same force as a mortgage executed after such location is made; wherefore in order that said instrument may be placed on record in the proper locality, I hereunto attach with my seal of office a true copy of the same, that the surveyor of the county where the said land is to be located, or the functionary whatsoever he may be with whom this certificate is deposited, may transmit the same copy to the recording court of such county to remain in the archieves thereof. Given under my hand and seal of Office in Velasco this fourteenth day of March, one thousand eight hundred and thirty eight.

John Sharp
Notary Public

Know all men by these presents, that I, George Voss, now a resident of Velasco, in consideration of the sum of one hundred dollars this day in hand, paid me, having bargained, sold and conveyed unto Ruben M. Potter, resident of the same, one half of my right and of the title wich may be thereby be obtained to a third of a league of land, said claim being the headright wich I hold by virtue of my residence in Texas previously to the declaration of its Independence and in conformity with the existing laws of the Republick, as vouched for in certificate number one hundred and five issued by the Board of Commissioners of the county of Brazoria on the twenty fift day of January last, of wich a true copy is hereunto attached. ——————

Letters ing erased

J. S.
Notary Public

The Conditions of this transfer are the following, to wit: I reserve unto myself for the term of four months from this date, the privilege of selecting, locating and obtaining the patent for the whole of the aforesaid third of a league of land, and of selecting, ~~[illegible]~~ after the location and survey are made either half of the same to be retained by me free from the claim of this conveyance,

This line erased exept words "and of selecting"

J. S.
N. P.

as also the priveleye of redeeming, at any time within four Months after this date, the other half of said third of a league, or of my right and title thereto, from the transfer herein especified, by refunding unto Reuben M. Potter or to his Heirs, Executors or Administrators the sum of one hundred Dollars with interest thereon at the rate of ten per cent per annum from this date ~~[illegible]~~ untill refunded; wich refunding payment being so made, the sale and transfer here in especified shall become null and void, otherwise to remain in full force and virtue; and I bind myself in the event of not effecting the redemption above provided for, to place Reuben M. Potter at the expiration of four months from this date, in full and legal possession of one half of the third of a league of land wich I claim by head right and to replace this instrument with a regular title deed for the same, containing a definition of boundaries and all other requisites of form and substance, provided that the process of locating, surveing and patenting of my afore said headright tract be then sufficiently complete to

Erased the words "interest at the Rate"

J. S.
N. P.

admit of my so doing; or in case that said process be not then sufficiently complete for such final and positive conveyance to be made, I bind myself to place Ruben M. Potter in possession of the documents necessary for completing said process with full powers, in person or by agent, to complete the same, to select the site of the headright tract as also to select therefrom the half to be retained by him provided such selections shall not then have been made by me, and to take full and legal possession of said half conformably to this transfer, which I bind myself thereto confirm by what ever documents may be requisite. — To the fullfillment of the above I bind myself, my Heirs, Executors, Administrators and assigns jointly and severally; in faith whereof I sign and seal this document before the subscribing witnesses in Velasco, this fourteenth day of March, in the year one thousand eight hundred and thirty eight; —

Sealed & signed in the Presence of
Signed Jno. P. Black
Signed Alb.t H Jennett

Signed George Vose

Prolonged from the 14th Day of July 6 Months untill 14th Day of January 1839. at the same rate and conditions as afore said.
Velasco, August 6th 1838.

R. Ruben M. Potter
: George Vose

County of Brazoria } I. John Sharp, Notary
City of Velasco. } Publick of the County &
city aforesaid do hereby certify that the foregoing is a true copy of its original this day acknowledged before me as certified in my endorsement on the hereunto attached Land Certificate from the Board of Commissioners of this County, Number one hundred and five, ——— Given under my hand and seal of office this fourteenth day of March in the year one thousand eight hundred and thirty eight.

John Sharp
Notary Public

1 File 8

Goliad Cou

Geo Voss

Geo Voss Certificat

1st Class Hen

Republic of Texas } George Voss to the
County of Galeach } Republic of Texas, Dr

To fees on 2 Labors Temporal	c 5.00	$10.00
" " " 6/3 Labors Pasture	240	15.20
		$25.21

Rec^d pay in full

Scrip

June 16th 1838

Wm. C. Patterson Pres.

Survey of one third of a League of Land for Geory Voss Situated on the Cleto a bout fifteen miles a bove the Crossing of the Road Leading from Goliad to Bexar being the quantity to which he is entitled by virtue of a certificate No 105 issued by the Board of Land Commissioners for the County of Brasoria, — Commencing at the North west Corner of a Survey made for James Fulton which is a Stake bearing from a Live oak marked H N 84° W distant 76 varas — Thence North at 220 varas Crossed the East fork of the Cleto at 2886.7 the Corner a Stake ~~marked~~ bearing from a post Oak marked H N 23° W distant 10 varas — Thence East at 1500 varas the Creek at 2886.7 the Corner ~~a Stake~~ a post Oak marked on the four Sides bearing from a post oak marked H N 41° E distant 10 varas from a post Oak marked X N 30 W distant 8 varas Thence S 673 varas the Corner of a Survey made for William G. Evans ~~Thence~~ with the west boundry of the Said Survey 2886.7 ~~2213~~ varas to the Corner of a Survey made for the said James Fulton Thence West with the North boundry of Fullons survey 2886.7 to the beginning Containing 8888833⅓ varas in Superficie 2 Labors of which belong to the Class of Temporal Land

Lafayette Ward
Elijah Marshall } Chain Men

No	Cour	distance
1	N	2886.7
2	E	2886.7
3	S	2886.7
4	W	2886.7

I S Addison White do declare on my oath of office that the foregoing Survey was made Since the first of February Last

Goliad June 7th 1838 — S Addison White
D Surveyor

I, R. F. Hord Solemnly declare under oath of my office, that I have examined the above Survey and found it correct and made according to law

Goliad Nov. 8th 1858.

R. F. Hord
County Sur
for G. C.

Goliad 1-80
Geo. Vass
1/3 Sergn
Field Notes

Rep on Map
N. S. 1283
Cabinet

Patented 15 Mar. 1845.
Geo. J. Durham

The Govt. dues have been paid in full dept. Recpt
9th May 1844 Mr D M Scott

George Voss took out a certificate of head right for a third of a league of land from the Board of commissioners of Brazoria County in 1837 or 1838 which in 1838 or 1839 he located in Goliad county the certificate had endorsed on it a note that one half of the right and title which might be based on the certificate was mortgaged to me. Please to ascertain if the Patent has been issued, and if so, if the patent shows the lien on it.

Reuben M. Potter

The above claim was Patented, and forwarded to George Voss by mail 15. March 1845. by his request

File 80. Goliad 1st

3

File 80

Goliad Cty. 1st Class

File No: Goliad First Class
80

Certificate of Fact

Brazos Oil and Gas Co.
First City National Bank
Building
Houston 2, Texas

Attention: D. L. Chapman

August 10, 1959

Mailed 1st Class

FileNo: 80
Certificat of Fact

December 4, 1959
Cox, Patterson, & Smith