

The State of Texas. } Personally appeared before me the undersigned Authority, D. F. Couch & Bettie Couch his wife & D. F. Couch acknowledged in my presence that he signed the above deed for the purposes & consideration therein expressed and afterwards came Betty Couch, who being examined separately and apart from her husband, acknowledged that she signed the within deed for the use therein expressed, and that she did not wish to retract it.

In testimony whereof I hereto sign my name and affix the seal of my Office at Mansville, this the 31<sup>st</sup> day of July A.D. 1879.  
(U.S.) P. M. Smith, Justice of the Peace and Ex. Office Not Public, San Patricio Co. Texas.

The State of Texas. } J. A. McElain, County Clerk of the above County of San Patricio, said County hereby certifies that the foregoing deed of conveyance with its certificate of authentication was filed for record August 14<sup>th</sup> A.D. 1879, at 4 o'clock P.M. and was recorded the 2<sup>nd</sup> of said month and year in Book H. Page 747 & 748, of the Records of Deeds of San Patricio Co.

In witness whereof I hereto set my Official Seal and signature at Office in San Patricio, the date last above written.  
(U.S.) J. A. McElain Co. Clerk S.P. Co.

Vol. H. 748. "Endorsed": Agreement and Conveyance of the members of the Firm of Coleman, Mathis & Fulton, upon the Dissolution of Partnership.

State of Texas. } Whereas a Partnership has heretofore existed between J. M. Coleman, Youngs Coleman, M. Mathis, J. H. Mathis, and George H. Fulton, in which Partnership, and the property thereto belonging the said J. M. Coleman had an interest of Three twelfths ( $\frac{3}{12}$ ) the said Youngs Coleman had an interest of One twelfth ( $\frac{1}{12}$ ) the said J. M. Mathis had an interest of two twelfths ( $\frac{2}{12}$ ) the said J. H. Mathis, had an interest of two twelfths ( $\frac{2}{12}$ ) and the said Geo. H. Fulton had an interest of Four twelfths ( $\frac{4}{12}$ ) which said Partnership has been carried on and has done business under name, firm and style of Coleman Mathis & Fulton. And whereas by mutual consent of all the members of said firm the said Partnership has been dissolved, now to complete the agreement of the Dissolution of the said Partnership and the Partition and Settlement thereof this Instrument made by and between J. M. Coleman, Youngs Coleman (acting

by and through J. M. Coleman his attorney in fact) and George W. Fulton parties of the first part, and J. M. Mathis and T. H. Mathis, parties of the second part witnesseth:-

1<sup>st</sup> That the Co-Partnerships heretofore existing between the parties hereto as above mentioned under the firm name and style of Coleman Mathis and Fulton is hereby dissolved by mutual consent and the said dissolution shall take and have effect from and after the date hereof.

2<sup>nd</sup> That all of property real and personal belonging to the said firm of Coleman Mathis and Fulton is in the aggregate of the estimated value of Seven Hundred and two Thousand two Hundred and ninety seven Dollars and thirty eight cents, and consists of lands, Cattle, horses and other personal property.

3<sup>rd</sup> That the indebtedness and liabilities of the said firm amount to the sum of Three hundred and six thousand six hundred and sixty Dollars and seventeen cents. 4<sup>th</sup> The entire indebtedness and liabilities of the said firm of Coleman Mathis & Fulton of what ever nature now accrued or hereafter to accrue under contracts heretofore made by the said firm except that part thereof which is hereinafter expressly assumed by the said J. M. & T. H. Mathis, is hereby assumed by J. M. Coleman Younger Coleman and George W. Fulton parties of the first part, and they the said parties of the first part agree to pay

Note, the word off and <sup>fully</sup> ~~with~~ the sum together with such interest as has accrued, or hereafter may accrue thereon, and to hold the said J. M. & T. H. Mathis harmless from any liability therefor.

5<sup>th</sup> The said J. M. & T. H. Mathis Parties of the second part hereby assume the following liabilities and indebtedness of the said firm of Coleman Mathis & Fulton to-wit:

1<sup>st</sup> The indebtedness of Coleman Mathis & Fulton by open account H. Runge & Co. Bankers, Indianola Texas, the sum of Thirteen thousand five hundred and fifty four Dollars and sixty nine cents with all interest now accrued or hereafter to accrue thereon, 2<sup>nd</sup> The indebtedness by Promissory note of Coleman Mathis & Fulton to D. Sullivan of Indianola for the sum of Fifteen thousand and ~~and~~ five Dollars principal, and interest to this date together with such interest as may hereafter accrue thereon.

3<sup>rd</sup> The indebtedness of Coleman Mathis & Fulton due to W. B. Baker by Promissory note, the Principal and interest to this date amounting to Nine hundred and twenty four dollars

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and seventy cents, together with all interest that may hereafter accrue thereon. 4<sup>th</sup> An indebtedness of Coleman Mathis & Fulton by Promissory note to Lane and Payne of Goliah Texas amounting in Principal and interest to date hereof to the sum of Seventeen Hundred and seventy four Dollars, together with such interest as hereafter may accrue thereon. 5<sup>th</sup> An indebtedness of Coleman Mathis & Fulton to John S. McCampbell by open account amounting in Principal and interest to this date to six hundred and eighty four Dollars and thirty seven cents, together with such interest as may hereafter accrue thereon, all of said indebtedness and liabilities so assumed by J. M. & T. H. Mathis amounting at this date to the sum of Thirty one thousand nine hundred and seventy two Dollars and seventy six cents which the said J. M. & T. H. Mathis Parties of the second part agree and bind themselves to pay and to hold the said T. M. Coleman, Youngs Coleman and George W. Fulton harmless in regard thereto. 6<sup>th</sup> It is agreed that a contract heretofore made in the name of Coleman Mathis & Fulton with J. C. Traylor on the 22<sup>nd</sup> day of April 1879, in relation to the purchase and delivery of cattle was so made by mistake, and that said contract is between J. C. Traylor and J. M. Mathis alone and for the said J. M. Mathis alone and all liability thereunder is hereby assumed by said J. M. Mathis who agrees to satisfy and fully pay off any liability that said firm of Coleman Mathis & Fulton may incur by or under said contract, and said J. M. Mathis further agrees to hold harmless the said T. M. Coleman, Youngs Coleman, George W. Fulton and T. H. Mathis in relation thereto.

7<sup>th</sup> In consideration that J. M. Mathis and T. H. Mathis have assumed and agreed to pay off and fully discharge the debts and liabilities of the said firm of Coleman Mathis & Fulton herein by them assumed and at this time amounting to the sum of Thirty one Thousand nine hundred and seventy two Dollars and seventy six cents due to H. Runge & Co. D. Sullivan; W. B. Baker, Lane & Payne and Jno. S. McCampbell, we the said T. M. Coleman, Youngs Coleman, and George W. Fulton, parties of the first part, do hereby sell and convey unto the said J. M. Mathis and T. H. Mathis parties of the second part at the price of fifteen Dollars for a cow and calf, for dry cow eleven Dollars each, for one and two year old cattle, eight Dollars each, for half breed one year old bulls, fifteen Dollars each, for half breed two year old bulls, twenty Dollars each, for beaver twelve Dollars each

and for Durham buller One hundred Dollars each, an average one third of all the cattle now in the pasture known as the "Henry Bend Pasture", and should the said one third of the cattle aforesaid of the prices aforesaid not amount to the sum of Thirty one Thousand nine hundred and seventy two Dollars and seventy six cents, then we the said parties of the first part, do hereby sell and convey unto the said J. M. Mathis and T. H. Mathis, cows and calves to be taken out of what is known as the Big Pasture of the firm of Coleman Mathis + Fulton at the price of twelve Dollars for a cow and calf, the same to be a fair average of the cattle in the said Pasture, sufficient in number and value with the cattle aforesaid hereby sold and conveyed to said J. M. + T. H. Mathis to amount to the sum of Thirty one Thousand nine hundred and seventy two Dollars and seventy six cents, all of which cattle we agree and promise to deliver to the said J. M. + T. H. Mathis on or before the 15<sup>th</sup> day of September next the expense of gathering and delivering the cattle aforesaid to be born and paid by the parties of the first and second part in equal proportions, said cattle are not to be considered as any part of the distributive share to which the parties of the second part are entitled as Partners in the Partition of the property of the firm of Coleman Mathis + Fulton hereinafter made.

8<sup>th</sup> In Partition of the property of said firm of Coleman Mathis + Fulton and in consideration of the release and conveyances to us hereinafter to be made by the parties of the first part, We, J. M. Mathis and T. H. Mathis, parties of the second part, do hereby sell, release and convey unto the said J. M. Coleman, Youngs Coleman and George W. Fulton, parties of the first part, all our right, title and interest in and to the following described tracts of land situated in the Counties of San Patricio and Aransas in the State of Texas, to-wit: 1<sup>st</sup> all of those several tracts or parcels of land situated in the Counties of San Patricio or Aransas and contained within the following and bounds, to-wit: Beginning on Corpus Christi Bay at the South east corner of the T. J. Williamson Survey No. Two at the present S. E. corner of the Big Pasture Enclosure, thence North with the East boundary of said survey and with the East boundary of the Geronimo Valley League to the S. W. corner of the 1600 acre tract patented to J. W. Page, thence east to the S. E. corner of said Page tract, thence with the Eastern Boundary of said Page Survey to its N. E. corner, thence East with the South Boundary line of the 1/3 of a league in name of Marcello Garcia to the S. E. corner

of said Garcia Survey, Thence with the S.E. boundary line of  
said survey in the name of P. Mahoney to the southernmost corner  
of the survey in the name of Larkin Martin, Thence with the mean-  
ders of the Laguna and Puerta Bay to Copans Bay and with the  
meanders thereof to the mouth of Chiltipin Creek or river Thence  
with the meanders of said Chiltipin river to the west line of  
the 1280 acre tract in the name of J. Davison, Thence south  
with the west boundary of said tract, to the S.E. corner of the 320  
acre tract in name of said Davison (now owned by P. M. Coleman)  
Thence south to a point from which a line run due west will  
strike the survey in the name of Dugan at its S.E. corner, Thence  
west with the Dugan survey to its S.W. corner, Thence north to the  
Chiltipin Creek, thence up the said Creek with its meanders  
to the N.E. corner of the tract of 160 acres surveyed in the name  
of Hunter, now owned by John H. Wood, Thence with the east,  
south and west boundary of said Hunter tract to the middle of  
said Chiltipin Creek, Thence with the meanders of said Creek to  
the middle of said Chiltipin Creek, Thence with the meanders of  
said Creek, and boundaries established by Coleman Mathis & Fulton  
and the Heirs of John Welder deceased to the tract of 1900 acres  
surveyed in the name of Archibald Kerron, Thence with the  
north boundary of said Kerron tract to lines established be-  
- tween the lands of Coleman Mathis & Fulton and the Heirs of said  
Welder, to the north boundary of the League in the name of S.  
Marris, Thence with the north and the west boundary of the  
said Marris League to the N.W. corner of the P. Fitzsimmons  
League, Thence with the west boundary of the P. Fitzsimmons  
League and the west line of the Burgess Preston<sup>and</sup> Hornesby tracts  
to the north boundary of that portion of the said Hornesby survey  
deeded by the heirs of Henry Smith to the said Coleman Mathis  
& Fulton, and with said boundary to the south line of the 640 acre  
tract, patented to M. Wright and deeded to Coleman Mathis & Fulton  
by Joseph F. Smith, Thence east three miles to the west line of  
the one third of a league surveyed in the name of H. Williams,  
Thence south to the north line of the Gabas Winters survey,  
Thence east to the N.E. corner of the said Gabas Winters survey, Thence  
south with the east boundary of the said Winters survey to a  
Prairie from which a line running east will strike the S.W.  
corner of a three hundred and twenty acre tract in the name  
of C. F. Delmas, Thence with the south boundary of said Delmas  
survey to a point thereon, from which a line running due south  
will strike the N.W. corner of a survey in the name of Geo. F. Fulton,

Thence with the west boundary of the said Fulton survey to the N.W. corner thereof on the margin of Nueces Bay, Thence with the meanders of Nueces Bay and Corpus Christi Bay to the place of beginning, Embracing and including all the lands within said meters and bounds save and except the following tracts to-wit: Six Hundred and forty acres of Land granted to Gabas Winters, Twelve Hundred acres out of the League granted to Malcolm McCuley, a tract of Six hundred acres to be taken out of the John Pollan League, said last mentioned tract of 600 acres, being the interest of the heirs of Mrs. B. Harris, deceased therein and also excepting the interest of the heirs of John Welder deceased in the said John Pollan League, being about 600 acres, and also excepting forty five belonging to Mrs. Egery in the Wm Steele tract, the said lands herein mentioned and conveyed are embraced and included within the pastures of Coleman Mathis & Fulton, known as the Big Pasture, the Brasado pasture and the Pincen Pasture, and were purchased by the said firm of Coleman Mathis & Fulton, from various parties, as is shown by the records of Deeds in the Counties of San Patricio and Aransas and the quantity of the land so purchased and now held and owned by the said firm of Coleman Mathis & Fulton is estimated to be one hundred and sixty six thousand six hundred and thirty six acres, be the same more or less, the said land consists of the following described tracts granted or surveys, to-wit:  $\frac{1}{4}$

- 4428 acres, or One League of Land granted to George Morris, a Colonial grant 1800 acres, being a part of the League granted to John Pollan as a Colonist.
- 4428 acres granted to P. Fitzsimmons, as a Colonist.
- 3228 acres being part of the League of Land granted to Malcolm McCuley as a Colonist.
- 4428 acres Patented to A. H. Philips as Assignee of Samuel Riley.
- 633 1/2 acres Patented to Coleman Mathis & Fulton A.P. of Juan Armentario Pat. No. 366 Vol. 24.
- 1280 acres Patented to John S. Preston (2 surveys) Pat. Nos. 100, 189, Vol. 9.
- 640 " " " Morehead Knight, " " 267 " 9.
- 1280 " " " J. T. Williamson, in two surveys situated in S.W. corner of Brasado Pasture.
- 1476 acres Patented to the heirs of H. Williams Pat. No. 236 Vol. 19.
- 1476 " " N. F. Case A.P. of Guilford Payne " 280. " 21.
- 480 " " Wm Martin (Bryan Scrip) " 183 " 21.
- 1920 " " Heirs of Archibald Herron by " 98 " 15.

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13440 acres Patented to Coleman Mathis & Fulton, assignees of Ward B. Blanchard surveyed by virtue of Land Certificates Nos. 1 to 21 Inclusive and numbered on the Abstracts of Patented Lands of San Patricio County, 64 to 83 Inclusive said Patents dated Sept - 1875. ✓

409 acres Patented to W. H. Smith being a part of his County Warrant 285, Pat. No. 582, Vol. 3

320 " surveyed by virtue of George T. Tabor certift. Abstract No. 265.

148 " " " " " " " " " " 264.

172 " " " " " " " " " " 266.

751 " Patented to C. C. Homesby being part of three surveys " 157, 158 & 159.

260 " " James D. Wells Assignee of Thos Amario Patent No. 263, Vol. 37.

640 " " Thos Carroll Abstracts Nos. 92, 93.

320 " " The heirs of Henry O'Neill, by Patent by virtue of Cert. No. 7, third class.

640 " " J. J. Williamson bounded on the south by the Ramon League.

4605 " or one league and labor of land Patented to Widow & Heirs of Manuel Ramon, by Pat. No. 242, Vol. 20.

1476 " Patented to Coleman Mathis & Fulton Assignees of Robert Saddler, Patent 1131, Vol. 20.

1476 " " " " " " " " " " A. M. Perry Assignee of Juan Garcia. 203, 204, 205.

1476 " " " Les Clark " 417, 20.

1280 " " " The Heirs of Sam Houston County Warrant, " 566, 14.

640 " " " Chas. F. Delmas, in two surveys, " 577 & 578, 14.

320 " " " Coleman Mathis & Fulton Assignees of Charles Roberts, " 581, " 14.

320 " Part of tract of 640 acres Patented to John Smith, " 369, 3.

\* 17012 " Patented to San Patricio County, as school lands, a part of four leagues 685, 686, 687 & 688, Vol. 17.

4423 " " " The Heirs of Albert G. Head, Patent 285, Vol. 20.

1280 " " " George H. Fulton " 49, 9.

1280 " " " The Heirs of Henry Smith Assignees of H. S. Day, " 30, 9.

1280 " " " " " " " " " " Richd. Eggleston, " 50, 9.

3220 " " " Henry Smith Abstract No. 214, " " "

320 " " " Coleman Mathis & Fulton Assignees of Jas. D. Bryan, " 21, 15.

24720 " " " Joseph Fessenden by two Patents, " 944 & 394, 21.

1280 " " " Julian Damien, " 632, 16.

1280 " " " John Smith, " 452, 13.

1476 " " " Sam Woods, " 42, 17.

2214 " " " Elisha Maser, " 632, 16.

1476 " " " George Reynolds, " 617, 11.

4605 " " " John McKee, " 396, 21.

1476 " " " Reuben Ross, " 560, 8.

1476 " " " Sam Kenney Assignee of J. M. Manchaca, " 219, 20.

4605 " " " Coleman Mathis & Fulton Assignees of George Warrant (2 Pat), No. 619, Vol. 21, 179, Vol. 20.

640 " " " Albert Kayleger Patent 595, Vol. 14.

320 " " " Wm. Smith, " 524, 14.

320 " " " C. C. Banister Assignee of John Lee, " 601, " 14.

320 " " " J. H. Perry " 603, " "





640 acres Patented to Henry Smith Agent of S. K. Martin Patent No. 99.  
 1476 " " " Jno. M. Muller Agent of M. Garcia 413 Vol. 16.  
 320 " surveyed by virtue of the W. B. Chew certificate Patent ~~not issued~~  
 640 " Patented to Coleman Mathis & Fulton Agents of the Cons. of S. P. Irrig  
 + Manf. Co. March 13<sup>th</sup> 1878 by Patent 557 Vol. 27.  
 312 1/2 acres Patented to Coleman Mathis & Fulton of the Cons. of S. P. Irrig. &  
 Manf. Co. by Patent Dated March 13<sup>th</sup> 1878. + No. 558, Vol. 27.

\* The foregoing are the lands enclosed in the aforesaid Big Pasture, Brasado Pasture and Ruicon Pasture and owned and held by the said Coleman Mathis & Fulton, should there be in the said pasture any other lands held owned or claimed by the said Coleman Mathis & Fulton the same are hereby conveyed as fully as if the same were especially mentioned. And we the said J. M. Mathis and J. H. Mathis do hereby sell and convey unto the said J. M. Coleman, Young & Coleman and George W. Fulton, all our right title and interest in and to two tracts of 640 acres each Patented to said Coleman Mathis & Fulton Agents of the Tajah Creek Irrigation Company by Patent from the State of Texas, and dated April 13<sup>th</sup> 1878 and numbered 186, Vol. 30, and the other Patent is dated May 7<sup>th</sup> 1878, and is No. 255, Vol. 30, said two tracts situated in said San Patricio County, and also the following described lands and property to-wit: - All of our right title and interest in and to the share or portion of the Rockport Wharf, with the lands upon which the same is situated, and the real and personal property therewith connected heretofore held by us, or by the firm of Coleman Mathis & Fulton, and also all our right title and interest in and to the following described lands, to-wit: - Abstract of 1321 7/100 acres part of the Joseph Fessenden's Head Right on Five Oak Point in Aransas County, which was conveyed to us by Joseph F. Smith by deed Recorded in Book C, of Records of Deeds of Aransas County on folios 86 & 87. And also a tract of Twenty three, 6/100 acres part of the aforesaid Fessenden Head right heretofore conveyed to us by John W. Baylor. And also a tract of Six Hundred acres in Aransas County on Copano Bay being the west end of the survey in name of J. Hollis, heretofore conveyed to us by Geo. W. Fulton, also a tract of land in said Aransas County containing One Thousand and seventy five acres, Patented to Henry Hill assignee of Anselmo Pegasus by Patent No. 2, Vol. 8 issued March 5<sup>th</sup> 1869. And also Six Hundred and forty acres in said Aransas County, Patented to Henry Hill on the 29<sup>th</sup> November 1861, by Pat. No. 257, Vol. 35. Also a tract of land in San Patricio County

containing Fifteen Hundred acres more or less located by Coleman Mathis & Fulton and adjoining and below a grant in the name of Henry Shestou, a more particular description of which can not now be given. A claim to One Thousand acres on the town tract of San Patricio purchased by said Coleman Mathis & Fulton at Sheriff's Sale on an execution in favor of John Ryan against the Corporation of San Patricio, all land belonging to the firm of Coleman Mathis & Fulton which may not hereinbefore have been described, which lie in San Patricio and Aransas Counties, on the East of a line formed by the east line of a grant in the name of J. Hart and his three sons and by the west line of the two leagues of Land granted to P. Fitzsimmons and Geo. Marie. One League & labor of land or 4605 acres in the County of Live Oak, on the west side of the Neeces river granted to John McMillen A. Perdue of Antonio Fernandez date of Patent 9<sup>th</sup> day of Feb. 1846. No. Pat. 572. Vol. 4. Two tracts of land in said County of Live Oak near and adjoining the aforesaid Fernandez League & labor, containing in the aggregate One third of a League, or 1476 acres. Patented to Edward H. Jordan, Assignee of J. W. Wilkinson, by Patents dated August 10<sup>th</sup> 1859. No. Pat. 865, 866. Vol. 11. And all of the following described personal property to wit:— All of the neat cattle belonging to the firm of Coleman Mathis & Fulton, out of which however are excepted all neat cattle, by this Instrument, by the parties of the first part to the parties of the second part, all horse stock, mares, mules, jacks and Jennets now belonging to the firm of Coleman Mathis & Fulton and all other live stock now belonging to the said firm, all of the crops, Agriculture and farming implements, Ranch fixtures, and appurtenances, Waggons, carts, harness &c. &c. now on and appertaining to the same herein conveyed to the parties of the first part which belong to the firm of Coleman Mathis & Fulton. All notes, claims and accounts, due or to become due to the firm of Coleman Mathis & Fulton, except such as are hereinafter by this Instrument expressly conveyed to J. M. Mathis and J. H. Mathis, parties of the second part, all Personal property of whatsoever nature or character belonging to the firm of Coleman Mathis & Fulton, which is not hereinafter by this Instrument conveyed and set apart to the Parties of the second part.

And in further Partition of the Property of the said firm of Coleman Mathis & Fulton and in consideration of the releases and Conveyances by this Instrument hereinbefore made to me

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the parties of the first Part by J. M. Mathis and T. H. Mathis Parties of the second part, W. J. M. Coleman, Younger Coleman, and Geo. W. Fulton, parties of the first part, do hereby release, sell, and convey unto the said J. M. Mathis and T. H. Mathis all of our right title and interest in and to all of the following described real estate and other property to-wit: (Amount \$1000)

Four Leagues of Land situated in San Patricio County Texas, on the East margin of the Nueces River and abov and adjoining the town tract of the town of San Patricio, being the same Four Leagues of Land originally granted to Miguel, Pedro, Juan and Nepomuceno Delgado as Colonists, in the Colony of M. S. Mullens and M. S. Glavin, by Jose Antonio Saucedo Commissioner of said Colony on the 28<sup>th</sup> day of November A. D. 1831, and conveyed by the said Miguel, Pedro, Juan and Nepomuceno Delgado to Walter Henry, by deed executed May 27, A. D. 1837, which is recorded in Book B record of Deeds of San Patricio County Tex, Pages 62, 63, 64, 65, 66 & 67, and was so recorded on the 22<sup>d</sup> day of March A. D. 1841, to which deed and the original title in the General Land Office reference is here made, for a more particular description of said Four Leagues of Land.

Two tracts of Land in said County of San Patricio, containing each Six Hundred and forty acres, and located by virtue of Poly Scrip Numbers 762 and 763, which two tracts of Land are Patented to Stockman & signs, said two tracts united are bounded on the West by a grant made to Miguel, Pedro, Juan and Nepomuceno Delgado on the North east by the grant aforesaid and on the South by the Northern boundary of the grant to said town of San Patricio as established by Drively, Three Hundred and twenty acres of Land originally granted to W. B. Rhew or his heirs which is bounded on the South by a grant made to Miguel, Pedro, Juan and Nepomuceno Delgado on the West by a grant of One League and Labor of Land made to Victoriana Juarez, on the North by the D. C. Barrett Labor Land by Lands located by Land Scrip No. 450 No. 2, and on the East by Land located by Land Scrip No. 450 No. 1. One League of Land situated in the Counties of Bee and San Patricio, being the same was granted to William Quinn as a Colonist in the Colony of Power & Hamilton, by the Commissioner Jose Jesus Vidaurri on the 15<sup>th</sup> day of December A. D. 1834 said Land is bounded on the North by Palpatote Creek, on the East by the Aquila Creek, and for a more particular description of said Land reference is here made to the original title which is on file in the General Land Office.

1 x One undivided half of a League of Land in San Patricio County

Out of the League of Land originally granted to Cayetano <sup>De la</sup> Garga, as a  
 Colonist in the Colony of Power & Hewitson, being the same land conveyed  
 by F. B. Means and G. H. Lewis to W. B. Baker and by W. B. Baker conveyed  
 to Coleman Mathis & Fulton by deed dated 31<sup>st</sup> March 1877, less the  
 back part of said half League of Land cut off by a line a prolong-  
 ation of the back line of the J. Molino grant to the east line of the  
 Cayetano De La Garga, which back part of said <sup>half</sup> league of Land  
 has been heretofore by Coleman Mathis & Fulton sold to Dolores  
 Welder and her children, and reference is here made to said Conveyances  
 for a more complete description of the part of the said half  
 League hereby conveyed, An undivided further interest of Five  
 Hundred and fifty three acres of Land in the said Cayetano De  
 La Garga League, the same which was conveyed to Coleman Mathis  
 & Fulton by Mary Duret and to Mary Duret by Richard Jordan by  
 deed dated May 31<sup>st</sup> 1873, and part of the same conveyed to James  
 Duret by Alipio Garcia by deed dated May 28, 1857, all of which  
 deeds are of record in San Patricio County, and reference is here  
 made thereto for a more particular description, excepting however  
 from this conveyance such part of said Five Hundred and fifty  
 acres as has been conveyed by Coleman Mathis & Fulton to  
 Dolores Welder and her children, which embraces that part thereof  
 north of a line a prolongation of the back line of the J. Molino  
 grant to the east line of the said Cayetano De La Garga grant,  
 An undivided interest of five hundred and fifty four acres of  
 Land in San Patricio County a part of the aforementioned Cay-  
 etano De La Garga League granted to him as a Colonist in  
 Power & Hewitson's Colony, the title to which is derived as is  
 the title to the last described tract, except that the title to this  
 544 acres is made to Coleman Mathis & Fulton by John S. M. Campbell  
 and all of the deeds referred to for description of last preceding  
 tract as also to the said deed from John S. M. Campbell to Coleman  
 Mathis & Fulton are referred to for description of Land hereby con-  
 veyed, excepting however from this conveyance that part of said  
 Five Hundred and fifty four acres heretofore conveyed by Coleman  
 Mathis & Fulton to Dolores Welder and her children, which is  
 that part of said Five Hundred and fifty four acres lying north  
 of a line the prolongation of the back line of the J. Molino  
 grant to the eastern line of the Cayetano De La Garga grant  
 One League of Land in San Patricio County Texas, a part of a grant  
 of Two and Three quarter Leagues of Land made to Julian De  
 La Garga, Dona Maria Antonio De La Garga, Agapito Leonido  
 and Ricardo De La Garga Colonists in the Colony of Power &

Hewitson, which said league of land is the same conveyed to John Seret by Aliso Garga, one of the heirs of Julian De la Garga and same conveyed to D. C. Rachal and S. B. Borden by Eliza Castanegt, Sophia Seret and Maria Seret by deed dated Jan'y 7<sup>th</sup> 1877. and same conveyed to Coleman Mathis & Fulton by said Borden & Rachal by deed dated December 12<sup>th</sup> 1877. all of which deeds are of record in San Patricio County and hereby referred to for a more complete description of said league of land.

A tract of Nine Hundred and Ninety nine and one half acres a part of a grant of  $2\frac{3}{4}$  Leagues of Land originally granted to Julian De la Garga and his three children Agapito, Leonido and Secundo, situated in San Patricio County Texas, being the same land conveyed by J. A. Deveses and John A. Kerr, to S. B. Borden by deed of date Jan'y 18<sup>th</sup> 1877, which is recorded in Book H. Pages 472 & 473 records of Deeds of San Patricio County to which reference is here made for a more particular description of said land, said land being also the same conveyed to Coleman Mathis & Fulton by D. C. Rachal and S. B. Borden by deed of date Dec. 12<sup>th</sup> 1877. excepting herein from this conveyance Forty two acres of Land which said 42 acres of Land is particularly described in the deed last aforesaid from Rachal & Borden to Coleman Mathis & Fulton.

A tract of Seven Hundred and ten acres of Land being a part of a grant of One and three quarter Leagues of Land made to J. Hart and his sons, Patricio, Juan and Lucas, as Colonists in the Colony of Power & Hewitson and situated in said County of San Patricio which 710 acres of the land is the same conveyed to John K. Campbell by Anne Maria Hart and said Campbell conveyed to S. B. Borden & Co. by deed date Dec. 12<sup>th</sup> 1877. to all of which deeds and partition reference is now here made for a more particular description of the lands hereby conveyed.

A tract of Five Hundred and ten acres of Land in said County of San Patricio, being a part of the aforesaid grant of  $1\frac{3}{4}$  Leagues of Land made to J. Hart and his three sons Patricio, Juan and Lucas, as Colonists in the Colony of Power & Hewitson, the same being the share of One League aforesaid granted to John Hart, set a part to Bridget Miller in the partition of said League between the Heirs of John Hart, and same conveyed by Albert McFall to S. B. Borden & Co. by deed of date Sept 8<sup>th</sup> 1876 and same conveyed by D. C. Rachal and S. B. Borden to Coleman Mathis & Fulton by deed dated Dec. 12<sup>th</sup> 1877. which deed and partition are of record in said County of San Patricio and reference is here made thereto for a more complete description of said lands.

A tract of Six hundred and Ninety

acres of land in said County of San Patricio, being a part of the tract of  
 one and three quarter leagues granted to the aforesaid John Hart  
 and his said three sons as Colonists in the Colony of Power & New-  
 itson it being the same land conveyed by Luke Hart to Laura O.  
 Herring by deed of date April 14<sup>th</sup> 1876, and same conveyed by John  
 C. Herring & Laura O. Herring to Coleman Mathis & Fulton by deed  
 of date February 21<sup>st</sup> 1878. Both of which deeds are of record in said  
 County of San Patricio, and reference is here made thereto for a more  
 particular description of the lands hereby conveyed. Two tracts  
 of land in said County of San Patricio, one of which was granted  
 to D. C. Barrett or his heirs, which two tracts united are  
 bounded on the south by the lands granted to W. B. Rhew or  
 his heirs, on the west by the grant to Victoriana Juarez, on the  
 East by the land located by Land scrip No. 742 & No. 2, and on the  
 north by a line, which is the prolongation of the Northern line  
 of the Victoriana Juarez grant. Two tracts of land in said  
 County of San Patricio, each containing about six hundred and fifty  
 acres, same being granted by virtue of Land certificates No. 740  
 and No. 745, said surveys being numbers one, as designating them  
 from school lands, the tract located by virtue of certificate  
 No. 745, adjoins the N<sup>th</sup> Quinn League to the north, the other  
 of said two tracts, lies to the south west of the tract located by  
 virtue of said scrip No. 745, and touches the tract of Land sur-  
 veyed in the name of W. B. Rhew. Any lands which belong to  
 the firm of Coleman Mathis & Fulton, by purchase, location  
 or otherwise which are situated in said County of San Patricio,  
 West of a line formed by the eastern line of grants in the  
 name of P. O'Connor and John Hart and his three sons, Patricio,  
 Juan & Lucas and by the western lines of grants in the names  
 of P. Fitzsimmons, G. Morris, D. J. O'Boyle and P. H. Quinn  
 and also all lands in Bee County Texas, owned by the said firm  
 of Coleman Mathis & Fulton. And in further Partition of  
 the assets of said firm of Coleman Mathis & Fulton, we  
 J. M. Coleman, Youngs Coleman and George W. Fulton parties of  
 the first part do sell, release and convey to the said J. M. & G. W.  
 Mathis Parties of the second part all right, title and interest  
 and to leases of land made by J. L. Bates, Guardian of the  
 minor heirs of Jose Juan Torz to R. M. Cushman & Co.  
 transferred to W. H. Smith on or about the 2<sup>d</sup> day of December  
 1873, and by said W. H. Smith transferred to D. C. Pachal & H.  
 Boden on the 3<sup>d</sup> day of October 1876, and transferred to Coleman  
 Mathis & Fulton by conveyance dated 12<sup>th</sup> Dec 1877 by D. C.

Rachal & S. G. Borden, which last conveyance also transfers to Coleman Mathis & Fulton all the rights acquired by said Rachal and Borden under a lease from F. L. Bates, Guardian as aforesaid on certain tracts of land in San Patricio and Nueces County extending for the term of four years from 1<sup>st</sup> day of January 1879, which last mentioned lease is recorded in Book A pages 76 & 77. of Mortgages of San Patricio County, and the said last mentioned lease is herewith delivered to said J. M. & T. H. Mathis and reference is made thereto for a more complete description. ¶ In the further partition of the assets of the firm of Coleman Mathis & Fulton, the parties of the first part, do hereby release, transfer and convey unto J. M. & T. H. Mathis Parties of the second part a certain Promissory note for Thirty Thousand Dollars executed by T. M. Coleman & Bro. to Coleman Mathis & Fulton on the 1<sup>st</sup> day of August 1878, bearing ten per cent interest per annum from the first day of January 1879, and due in six years from its date, the interest thereon being payable annually, and said note is secured by a Vendor's Lien on land in Live Oak County sold by Coleman Mathis & Fulton to Coleman & Bro. The parties of the first part in partition do further release sell and convey unto J. M. & T. H. Mathis parties of the second part all rights and benefits which may accrue under a certain contract made between Coleman Mathis & Fulton and John Timon, bearing date 23 Jan'y 1879, and recorded in Book K A. Record of Mortgages for San Patricio County on Pages 156 & 157 to which record reference is made for the terms and Particulars of said contract, the said J. M. & T. H. Mathis are to perform that part of said contract, which might have devolved upon the firm of Coleman Mathis & Fulton had not this conveyance been made, and the parties hereto of the first part are to be released and relieved from all liability for or on account of said contract. The parties of the first part do further release, sell and convey unto the parties of the second part all of the crops upon any of the lands by this instrument conveyed to the Parties of the second part, and also all farming implements Wagons, Ranch fixtures and hogs on any of the said lands so conveyed to the parties of the second part. ¶ The parties of the first Part do this day execute & deliver to the parties of the second Part their negotiable Promissory note for the sum of Fifteen Thousand and One Hundred and Ninety one \$15,191 Dollars, Payable on or before six years from this date and bearing interest from date at the rate of ten per cent per annum.

Paid  
see Record  
Mortgages lie in  
Book B page 116  
San Patricio Co.

Interest to be paid annually to secure the payment of which note  
 a lien is reserved and acknowledged upon all of the lands by this  
 Instrument conveyed by the parties of the second part to the parties  
 of the first Part which are embraced in what is known as the Big  
 Pasture, which embraces all of the lands which are situated between  
 the enclosure known as the Peninsula Pasture Company and a  
 line running from the mouth of Willow-Creek to Nueces Bay at the  
 S.W. Corner of a tract granted to G. H. Fulton which lies contiguous  
 to a grant to M. Flores. It is further agreed that the parties may  
 mortgage or hypothecate the lands contained within what is known  
 as the "Big Pasture" for the purpose of obtaining a loan or loans of  
 money to pay off and discharge the indebtedness of said firm  
 which is secured by lien or liens upon said lands and any other  
 indebtedness of the late firm of Coleman Mathis & Fulton, provided  
 said mortgage or liens so to be given and liens now existing together  
 shall never exceed the sum of the lien now on the same, and  
 such mortgage if given as herein provided shall have precedence  
 of the lien by this Instrument reserved in favor of the Parties  
 of the second part upon said lands. It is further agreed that  
 the Pasture fence on the west side of what is known as the "Brasada  
 Pasture" shall be the Community Property of the Parties of the first  
 and second part, so far as the land owned or controlled by said  
 Parties are contiguous, and that the expense of keeping said  
 fence in repair shall be born equally by the parties of the first  
 and second part, so far as such common ownership extends, all  
 claims which the said firm of Coleman Mathis & Fulton have  
 against J. M. Mathis or T. H. Mathis, parties of the second  
 part for or on account of any private accounts which said  
 parties, or either of them may have with the said firm is here-  
 by cancelled, and it is now here acknowledged, that payment  
 in full of all such claims, or of any claim whatsoever which  
 the said firm has against the said parties of the second  
 part is fully paid in this partition. This Instrument shall  
 be regarded as evidencing a full and complete settlement  
 between the parties of the first Part and the parties of the second  
 Part of all matters between them connected with the business  
 of the firm of Coleman Mathis & Fulton including the individ-  
 ual accounts of the several members of the said firm with the  
 said firm. And also as evidencing a complete and final part-  
 ition of the assets of said firm between the parties of the  
 first part and the parties of the second part.  
 It is further agreed by and between the parties of the first



Part and the Parties of the second Part, and by the Parties of the first part between themselves, that all the property real and personal herein conveyed by the parties of the second part to the parties of the first part and herein set apart to or declared to belong to the parties of the first part, the said J. M. Coleman, Youngs Coleman and George W. Fulton ~~and George W. Fulton~~ is hereby conveyed to, and is now held by the said parties of the first part. (The said J. M. Coleman, Youngs Coleman and George W. Fulton in the following proportions, to-wit: To J. M. Coleman Three Eighths ( $\frac{3}{8}$ ) To Youngs Coleman One Eighth ( $\frac{1}{8}$ ) to George W. Fulton Four Eighths ( $\frac{4}{8}$ ). It is further agreed and understood that the said parties of the first part or either of them, may use the firm name of Coleman Mathis & Fulton in settling the outstanding business of said firm.

The Parties of the second part do further agree that they will execute written - to said parties of the first part, for any unlocated land certificates or unlocated balances of such land certificates which are hereby conveyed to or declared to belong to the parties of the first part.

In testimony of all of which, the parties hereto have set their hands, this the 7<sup>th</sup> day of August in the Year Eighteen Hundred and Seventy nine, in Duplicate, one of which is here now delivered to the Parties of the first part, and one delivered to the parties of the second part.

1<sup>st</sup> Part. } J. M. Coleman,  
 } Youngs Coleman, by J. M. Coleman atty in fact.  
 } G. W. Fulton.  
 2<sup>nd</sup> Part. } J. M. Mathis,  
 } J. H. Mathis.

The State of Texas } Before me C. F. Bailey Clerk of the County Court,  
 County of Aransas. } of said County, Personally appeared J. M. Coleman, G. W. Fulton, J. M. Mathis and J. H. Mathis, all to me personally well known and acknowledged that they had signed executed and delivered the foregoing instrument of writing, for the uses, purposes and considerations therein specified and the said J. M. Coleman acting as agent and attorney in fact for Youngs Coleman acknowledged to me that he had signed the name of Youngs Coleman, by himself as agent and attorney in fact thereto and had executed and delivered the same as said agent for Youngs Coleman for the purposes and considerations therein specified.

Witness my Official seal and signature at my Office in the City of Rockport this 2<sup>nd</sup> day of August A.D. 1879.  
 (48) C. F. Bailey Clerk C. C. & C.

Vo  
7

The State of Texas. } I, A. M. Gloin, County Clerk of the said County  
 County of San Patricio. } hereby certify that the above and foregoing instrument  
 of writing with its certificate of authentication was filed for records  
 on the 26<sup>th</sup> day of August A.D. 1879, at 4 o'clock P.M. and was recorded  
 on the 30<sup>th</sup> day of said month and year in Book "H." pages 748 to 759  
 Inclusive of Records of deeds of San Patricio Co.

In Witness whereof I hereto set my Official seal and signature at Office  
 in San Patricio the date last above written.

(L.S.)

A. M. Gloin Co. Clk. S. P. Co.

Vol. "H."  
759.

"Endorsed" John S. M. Campbell, Deed to Coleman Mathis &amp; Fulton.

State of Texas. } Know all men by these presents that I, John  
 County of Aransas. } S. M. Campbell of the County of Nueces, State  
 aforesaid, for and in consideration of the sum of Six hundred &  
 Eighty five Dollars and thirty seven cents to me paid by Coleman  
 Mathis & Fulton of the County of Aransas, said State, do hereby  
 and by these Presents, sell, convey, transfer & assign to the said  
 Coleman Mathis & Fulton, Five Hundred and fifty four acres of land,  
 being situated in the County of San Patricio, about 7 miles below the  
 town of San Patricio on north side of Nueces river, being one half  
 of that part of the Cayetano Garga League of Land, conveyed by  
 Mortimer T. Durst, Administrator of the Estate of James H. Durst  
 to Richard Jordan by conveyance, dated May 1871, which deed is  
 duly recorded in Book "G" on folios 288 to 297 of records of  
 San Patricio County, 20<sup>th</sup> Oct. 1871. the said 554 acres being con-  
 veyed to me by said Richard Jordan, which deed is extant  
 upon the records of Deeds of San Patricio County and is referred to  
 for a more particular description.

To have and to hold the same unto the said Coleman Mathis &  
 Fulton to their heirs and assigns forever, together with all & singular  
 rights, privileges & appurtenances to the same belonging or  
 incident, And I the said John S. M. Campbell do hereby bind  
 myself my heirs and legal representatives to warrant & defend  
 the title to said land unto the said Coleman Mathis & Fulton  
 their heirs and assigns against the claim of whomsoever lawfully  
 claiming the same or any part thereof, by through or under me.

In Witness whereof I have hereunto my name & signature, this  
 the 1<sup>st</sup> day of July A.D. 1879.

Witness

The State of Texas, County of Aransas } Before me C. Bailey, Clerk of  
 John S. M. Campbell.