

Republic of Texas } This Indenture made  
County of }  
~~of August~~ } the second day of September  
in the year of our Lord one  
thousand Eight hundred and thirty eight  
Return David Ayers of the County of Austin  
and Republic of said of the first party  
and Murdock McKinnon of the Republic of  
said and County of Washington of the second  
part Witness: That the said party of the first  
part for and in consideration of the sum of  
one dollar to him in hand paid by the second  
party of the second part the receipt whereof  
is hereby acknowledged have granted bargained  
sold released aliened and confirmed  
and by these presents do grant bargain  
sell alien and confirm unto the said party  
of the second part in his actual possession  
to him being and to his heirs and assigns  
for ever All those lots or parcels of land viz  
<sup>one</sup> being the undivided quarter of a League of land  
being the half of a half league purchased by  
John Satt from A. M. Cooper and his wife being  
and situated on the West side of the Brazos  
in Austin Colony and known as the bedright  
granted to said Cooper & Wife one half having  
been deeded to Abram Dillard for clearing out the  
League, the said quarter of a League of land  
adjoins a quarter of a League sold by said  
Satt to said Ayers, as per deed dated 12<sup>th</sup> Oct<sup>r</sup>  
1836 thus making the whole half as granted

My said McCooper & Wife to John Lott and from  
said Lott to said Ayers by deed of 12<sup>th</sup> Oct 1835  
Also one tract situated on the head waters of  
Mill Creek and adjoining the South East  
of a League Surveyed for Robert Clokey  
and from the South west corner of said League  
where is a Stake in a mound runs a line  
45 degrees East 208 Varas to the South east  
corner of League No 7 thence South 43 deg:  
West following the South ~~west~~ east boundary  
line of League No 7 - 908 Varas to a Stake  
thence South 47 deg: east 1130 Varas to a Stake  
from which a line 46 deg: east distanced 83  
thence North 45 deg: East 4375 Varas to a mound  
for the South corner and from said corner  
(head mound) North 45 deg: West and following  
the South East boundary of said League 1390  
varas is the corner of said Clokeys League  
thence and following the South East boundary  
of said League 3500 Varas to the place of beginning  
comprizes in said limits one superficial quarter  
of a League of Land being the quarter granted to  
John M Burton as a colonist by the Mexican  
Government as by deed in our date the 24<sup>th</sup>  
March 1831 Also one tract or parcel of Land  
~~purchased by said Burton from Alexander Thompson~~  
~~as provided dated the 5<sup>th</sup> day of March 1836~~  
~~passed before James Hall Judge of the said Territory and situated~~  
~~adjoining viz beginning on or at a live Oak tree on~~  
~~the top of the ridge between Mill Creek and the Yegua~~  
~~Creek in a League of Land granted to James M Cain~~

as a colonist by the State of Louisiana and Texas  
summing from thence  $45\frac{1}{2}$  deg: east 790 Varas to a Stake  
in Thomas Mc Borders North boundary line and also  
 $43\frac{1}{4}$  Varas distance, and down below  $45\frac{1}{2}$  deg: east, thence  
South  $43\frac{1}{4}$  West with said boundary line 104 Varas to a Stake  
in the prairie in James B Miller South boundary line,  
thence North  $45\frac{1}{2}$  deg: West 950 Varas to a Stake in said  
Miller League thence North  $55\frac{1}{2}$  deg: East 1020 Varas  
to the place of beginning containing by estimation  
one hundred forty eight and one half acres be the same  
more or less which said tract of land is part of a  
said Mc Cain to said Thomas containing in all  
the lands herein conveyed or intended to be conveyed  
from the said party of the first part to the said  
party of the second part two thousand three  
hundred and seventy acres be the same more  
or less.

To have and to hold the above bargained  
promises to the said party of the second part his heirs and  
assigns to the sole and only proper use and behoof of  
of the said party of the second part his heirs and assigns forever  
provided always and these presents are upon this express  
condition that if the said party of the first part his  
heirs his heirs executors administrators or assigns pay or  
cause to be paid to the said party of the second part all the  
monies or proceeds arising from certain promissary  
notes as named in a bond of writing obligatory bearing  
even date herewith executed by the said party of the first  
part to the said party of the second part as collateral  
security and hereto annexed or cause said bond or  
writing obligatory to be strictly and faithfully complied  
with according to the conditions therein named then  
these presents and the said bond or writing obligatory shall  
cease and be null and void but in case of the non payment

# non payment of said monies or proceeds of said ~~land~~ ~~from~~

Republic of Texas  
Washington County  
Before me Robert Smith Clerk of the County Court  
and Recorder in & for the said County personally came J. H. Hubert who on being  
duly sworn deposed and said that David Agler signed sealed and delivered  
the annexed instrument of writing as his own act and deed for the purposes  
therein expressed in his presence and in the presence of W. Alexander and  
J. M. Whitaker and that he this deponent and the said Alexander and Whitaker  
attor in the presence of each other and of the said Agler signed their names  
as witnesses to the due execution of the same

In testimony whereof I hereunto set my hand and private seal (having  
no seal of office) at Washington this first day of December 1838  
Robert Smith  
Clerk &c.

has hereunto put his hand and seal the day and  
year first above written.  
David Agler  
(Sealed and delivered)

Impressments of  
R. Alexander  
J. M. Whitaker  
J. H. Hubert

The Examiners on the second & third page of the description  
in relation to one hundred forty eight and one half  
acres of land was done before signed

Recorded page 206 of book  
of Washington County  
Dec 9 1838  
J. H. Hubert  
Clerk of Washington County  
J. M. Whitaker  
J. H. Hubert  
David Agler  
Mortgage  
Alexander & Co. vs. Alexander

Dec 20 1838

M. M. Kimball

non payment of said monies or proceeds of said ~~part~~ from  
 if any note or otherwise failing to comply with the con-  
 ditions of said bond or writing obligatory according  
 to the conditions thereof Then in such case it shall  
 and may be lawful for the said party of the second  
 part his heirs executors administrators or assigns and  
 the said party of the first part do hereby empower  
 and authorize <sup>the said party</sup> of the second part his heirs executors  
 administrators or assigns to grant bargain sell  
 and convey the said premises with the appurtenances  
 at public auction or vendue - and on such sale  
 make and execute to the purchaser or purchasers  
 is her or their heirs and assigns forever good and ample  
 eds of conveyance in the law pursuant to the  
 statute in that case made and provides remaining  
 surplus monies (if any there be) to the said party  
 of the first part their heirs executors administrators  
 assigns after deducting the cost and charges  
 such vendue and sale as aforesaid

In Witness whereof the party of the first part  
 as hereunto put his hand and seal the day and  
 year first above written.

David Ayres

Sealed and delivered

In presence of

R. Alexander

The witness page in witness before signed. The said party in the 8th line on 4th page likewise before signed.

The Erasures on the second & third page of the description in relation to one hundred forty eight and one half acres of land was done before signed

R. Alexander  
 J. M. Whitaker  
 J. W. Roberts

Wm. H. H.

Recorded page 206 of book  
 of the records of files for  
 of Jackson, Tennesse County  
 Nov 9 1838

1st Dec 1838. Wm. H. H. Clerk

David Ayres  
 of  
 Mortgage  
 Wm. H. H. Clerk