

United States of America,
EASTERN DISTRICT OF TEXAS.

I, LEVI JONES, Clerk of the District Court of the United States, for the Eastern District of Texas, at Galveston, do hereby certify the foregoing to be a true and correct copy of the Deed of Assignment in the matter of *A. Underwood* Bankrupt, as the same now appears on file in my office.

To certify which, witness my hand and Seal of said Court, at Galveston, in said District, this *3* day of *August* A. D. 1868.

Levi Jones
Clerk U. S. District Court, E. D. Texas, at Galveston.

No. 101

IN THE MATTER OF

A. Underwood

Bankrupt

Copy of

DEED OF ASSIGNMENT.

The State of Texas }
Galveston County } Know all men by these Pres-
ents, That, whereas on the 26th day of April A.D. 1861
at Columbia, in the County of Brazoria, and State of Texas
A. Underwood, for a valuable consideration, executed and de-
livered to J. H. Phelps & Co., his certain promissory notes, bearing
the date aforesaid, all made payable to the said J. H. Phelps
& Co. at their office in the City of New Orleans, one being
for the sum of Five Thousand one hundred and twenty nine
51/100 Dollars, due on the 25th day of March A.D. 1862;
another being for the sum above mentioned due on the 25th
day of January A.D. 1862; another for the sum above
mentioned, due on the 25th day of May A.D. 1862; an-
other for the sum of Eleven Hundred Dollars due on the
21st day of June 1862; and another for the sum of Four
Thousand, five hundred and seventy seven 51/100 Dollars due
on the 19th day of May A.D. 1862; and whereas, on the
said 26th day of April A.D. 1861, the latter to secure the
payment of said notes, and one other note executed at
the same ^{time} by said Underwood, in favor of said Phelps & Co.
and which has been since paid, he, the said Underwood
then and there executed and delivered to said Phelps & Co.
his certain Mortgage deed, wherein he conveyed to said
Phelps & Co. among other property, the following described lands
to wit: Seven Hundred and thirty acres of land out of
the Daniel McNeill league, west of the Bernart River
in Brazoria County, conveyed to said Underwood
by Mary H. Cowan on the Thirty first of December A.D.
1850; also, the upper quarter of the J. White League
adjoining the above league, situated also on the West
Bank of the Bernart River, and consisting of Eleven
Hundred and Seven acres; also all said Underwood's
right in and to, Four Hundred acres of land out of

the Daniel McNeil League, adjoining the tract first described above. Said quarter of a league was conveyed to said Underwood in part by a warranty deed made by Charles E. Travis, dated on the 18th day of June A.D. 1858; and the balance of said quarter of a league was conveyed to said Underwood by said Travis, by deed dated the 8th day of February A.D. 1860, and the judicial title to said Four Hundred acres of land was acquired by a judgment and decree, rendered in the District Court of Brazoria County in the year 1859 or 1860, all of which will more fully appear by reference to the record of the three deeds in the county clerk's office of Brazoria County, and to the records of the office of the District Clerk of Brazoria County for said judicial title: all of said lands amounting to Twenty Two Hundred and Thirty Seven acres more or less, including the plantation known as the San Bernardo, having at the date of said mortgage Two Hundred and Seventy Five acres in cultivation, with cedar frame dwelling house, Cabin, gin house, Stables &c - which said mortgage deed is of record in Book K pages 199 and 200 of Brazoria County records: and was executed and delivered by the said Underwood to the said J. H. Phelps &c upon condition that it should be null and void upon the payment of all the said notes hereinbefore mentioned.

And whereas on the Sixth day of May A.D. 1866 the said A. Underwood applied by petition to the District Court of the United States for the Eastern District of Texas, to obtain the benefit of an act entitled "An Act to establish a Uniform System of Bankruptcy throughout the United States" approved March 2. 1867. and annexed to his said petition schedules verified by the oath of the said Underwood one of which viz. Schedule A. purposed to contain a full

and true statement of all said Underwood's debt;
and whereas it appears by said Schedule, and the
fact was that the five promissory notes, hereinbefore
fully described had not at the date of the filing of
said petition been paid either in whole or in part
but were still a just and subsisting debt against
said Underwood, and were at that time still se-
cured by the aforesaid mortgage upon the lands
hereinbefore described. And whereas on the 6th day
of May A.D. 1868, the said A. Underwood was
by the said District Court of the United States, adjudged
a Bankrupt on his aforesaid petition; and after-
wards to wit on the 6th day of July A.D. 1868.
L. F. Harris of Galveston, was, by the Register in Bank-
ruptcy for the said District, appointed Assignee of
the estate of said Underwood, the creditors of said
Bankrupt having failed to make choice of an assignee;
and the said Harris afterwards to wit on the 6th day
of July A.D. 1868 accepted said appointment and
entered upon the discharge of the duties of the same:
And whereas the two first promissory notes above
described, amounting to the sum of Ten Thousand, Two Hundred
and fifty nine dollars and sixty two cents principal besides
interest at 5 per cent according to the tenor of the same
are now and were at the date of filing said petition
in Bankruptcy, the property of Peet, Simmes & Co. a firm
late doing business in the City of New Orleans, & State of
Louisiana. & composed of Eleazar Peet, Philip Simmes, An-
thaniel Williamson and Jacob Bowling. And the third
& fourth of the promissory notes above described, amounting with
aggregate to the sum of Six Thousand Two Hundred and thirty
nine ⁸¹/₁₀₀ dollars, are now and were at the time of filing
said petition the property of J. H. Phelps of said City of
New Orleans. Although the same are recited in said Sched.

uses as the property of J. H. Sauterisen Administrator. And
the title of the promissory notes first above fully described
amounting to the sum of Five Thousand five hundred and seventy
seven ⁵⁷ dollars principal exclusive of interest is the property
of M. W. Smith of the said city of New Orleans state
of Louisiana.

And whereas the value of the lands set forth in
the aforesaid Mortgage was not and could not be ascer-
tained by agreement between the said Apigne, and the
above mentioned parties who are the proper owners of all
the notes secured by said Mortgage, and of all liens
upon the lands set forth in the same. & it became nec-
essary to ascertain the value of the same in some other
manner, and for that purpose and to satisfy as far as
the value of said lands could the aforesaid Mortgage
the District Court of the United States for said District
by an order made and entered up on the day
of August A.D. 1868, directed the said Apigne to
sell to the highest bidder for cash before the door of
the United States Court House at Galveston on the
second day of September A.D. 1868 the aforesaid lands.
And whereas in obedience to said order on the
day and at the time prescribed as aforesaid, the said
Harris did offer the said lands to the highest bidder
for cash, when the said firm of Peet, Simms & Co.
and the said J. H. Phelps and M. W. Smith became
purchasers thereof for the sum of Five Thousand Dollars.
that amount being the highest and best bid offered
then & there for the said lands. the said bidder bidding
upon said land in proportion to the amount of their
said claims. to wit the said Peet Simms & Co the sum of
Two Thousand four hundred and thirty four ⁹⁸/₁₀₀ dollars;
the said J. H. Phelps the sum of One thousand ~~and eighty~~

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four hundred and seventy eight $\frac{58}{100}$ dollars: and the
said Smith the sum of One thousand and eighty six
and $\frac{44}{100}$ dollars: in all the sum of Two thousand dollars
the said purchasers there and there and thereby agreeing
to accept said lands as a payment upon the said claims
held by them, in the respective amounts next above set forth:
And whereas the said purchasers have fully complied
with the terms of said Sale, the said Peet, Simms & Co.
having credited upon the two notes belonging as aforesaid
to them the sum of Two thousand four hundred and
thirty four ⁹⁸ dollars: the said Phelps having credited
upon the notes held by him as aforesaid the sum of
One thousand four hundred and seventy eight $\frac{58}{100}$ dollars:
and the said Smith having credited upon the notes
held by him the sum of One thousand and eighty six
⁴⁴/₁₀₀ dollars: and the said purchasers having otherwise
complied with all the terms of said said Sale, and
having requested me to make title to them to said
lands to each in proportion to the amount of money
credited by him on his or their note or notes.

Now therefore Know Ye, that I the said L. P. Harris
Apptee as aforesaid. for and in consideration of
the premises and the matters & facts hereinbefore
set forth, and by virtue of the power vested in
me by Law as the assignee of said A. Underwood's
estate in Bankruptcy, and in accordance with orders
received from the office of the aforesaid Register
have this day bargained, sold, granted, aliened &
conveyed and by these presents do bargain, sell, grant
alien and convey to the Peet, Simms & Co. to wit, Eleazer
Peet, Philip Simms, Nathaniel Williamson and Jacob
Boring, and to G. H. Phelps - and to M. W. Smith,
they being the same parties hereinbefore named, all and sin-
gular the lands hereinbefore described, as being conveyed in the

aforesaid Mortgage together with all and singular
the right, members, uses, improvements and appurtenances
to the same belonging or appertaining, Whome and to hold the
same unto the said grantee and their heirs and assigns
forever, it being understood that the interest in said
premises hereby conveyed to the said Eleazar Peck, Philip
Swins, Nathaniel Williamson and Joseph Bowling bears the same
ratio to the whole amount of property conveyed herein that the
sum of two thousand four hundred and thirty four
dollars and ninety eight cents does to five thousand
dollars; and the interest in said premises hereby con-
veyed to the said J. H. Phelps bears the same ratio to the
whole amount of lands herein conveyed that the sum of one
thousand four hundred and seventy eight dollars and
fifty eight cents does to five thousand dollars; and that
the interest in said premises hereby conveyed to said Smith
bears to the whole amount of lands herein conveyed the same ratio that one
thousand and eighty six dollars and fifty four cents does to Five
Thousand dollars. And it being further understood that this deed
passes only such title, right and interest as the said Under-
word has or has in said premises. And of the said Parties
do hereby bind myself as a signee as aforesaid to warrant & defend
the title herein conveyed to the said Premises unto the
said Peck, Swins, Williamson & Bowling, and unto the said Phelps
& to said Smith & to their heirs & assigns against the lawful
claims of all persons, claiming or to claim the same or any
part thereof.

In testimony of which I hereto set my hand & seal at New York
the 6th day of September A.D. 1868. The said "time" indicated on 1st page
the words "and right" crossed on 4th page & the word "the" crossed on 5th page before
execution.

Signed, Sealed & delivered in presence of

J. B. Butler
J. W. C. Clegg

L. H. Garrison (Seal)
Official Assignee in
Bankruptcy of Est. A. H. M. M. M.
No 101

The State of Texas }
Galveston County } Before the undersigned authority per-
sonally appears L. J. Harris, grantor
in the foregoing instrument to me well known who
acknowledges that he has executed the same for the
purposes and considerations therein contained. Subscribed
Given under my hand and
Seal of office at office in
the City of Galveston this 3rd
day of September A.D. 1868.

James M. Taylor }
County Clerk } Before me L. J. Harris
Judge of the County Court of Brazoria County
appeared L. J. Harris and the undersigned authority
subscribed and acknowledged the same the 3rd day of September
1868. I, L. J. Harris, Judge of the County Court of Brazoria
County, do hereby certify that L. J. Harris is a well known
person and that he has executed the same for the
purposes and considerations therein contained. Subscribed
and acknowledged the same the 3rd day of September
1868. I, L. J. Harris, Judge of the County Court of Brazoria
County, do hereby certify that L. J. Harris is a well known
person and that he has executed the same for the
purposes and considerations therein contained. Subscribed
and acknowledged the same the 3rd day of September
1868.

L. J. Harris
Judge County Court
Brazoria County

The State of Texas }
Galveston County }

Before the undersigned authority here-
smallly, appeared L. J. Harris, grantor
in the foregoing instrument to me well known who
acknowledged that he had executed the same for the
purpose and considerations therein contained & being
given under my hand and
seal of office at office in
the City of Galveston this 5th
day of September A.D. 1868.

The State of Texas }
County of Brazoria } Before me S. M. Perkins
Judge of the County Court of Brazoria County
appeared Geo. W. Duff one of the subscribing witnesses
to the annexed deed dated the 5th Sept 1868
and being duly sworn says that L. J. Harris
grantor in said deed signed the same in his
presence and acknowledged to him that
he the said grantor executed the same for
the purpose and considerations therein set
forth and requested the said witness to sign
the same as a subscribing witness thereto
Witness my hand and the seal
of the County Court of Brazoria County
this the 12th day of September A.D.
1868

S. M. Perkins
Judge, County Court
Brazoria County

The State of Texas
County of Brazoria
I hereby Certify that I have this day duly recorded
the within and foregoing Deed which will appear
of record in Book L on page, 326, 327, 328, 329, 330
Vol 551 of Brazoria County Records of Deeds, Mortgages
&c.

Witness my hand and seal of the County
Court of Brazoria County, this the
24th day of September A.D. 1888.
A.W. Willis
Clerk

Vol 551

E. A. Underwood
Bourbon

L - 326 & seq

Filed in office for record this the
14th of September 1888, A.D.
Robert A.W.

A.W. Willis
Clerk

Clerks fee \$4.00