

## **NOTICE**

### Notice 1

This Notice to inform any person who has lawful standing to view this file who wishes to review the complete file on record may do so by requesting an appointment with;

Your Name: **Scott, John**  
Address: **c/o 4219 Fisher Lake Drive  
Richmond Texas, [ 77406 ]**

E-mail: **keoni02@hotmail.com**  
Phone: **832-687-3090**

### Notice 2

I, **Scott, John** will set the time, date and place for the review of my documents, no exceptions!

### Notice 3

I, **Scott, John** have the summary of the chain of title included in this file.

### Notice 4

This document of the public posting has a total of 23 pages.

### Notice 5

Failure of any lawful party claiming an interest, to bring forward a lawful challenge to this **Certificate of Acceptance of Declaration of Land Patent and the benefit of Original Land Grant/Patent Forever Benefit, as stipulated herein, will be lached and estoppel to any and all parties claiming an interest forever.**

Failure to make a lawful claim, as indicated herein, within **sixty (60) calendar days** of this notice, will forever bar any claimant from any claim against my/our allodial Land Patent estate as described herein and will be Final Judgment.

**The united states of America, And In The Republic state Texas**

**NOTICE OF,**

**CERTIFICATE OF ACCEPTANCE OF DECLARATION OF LAND GRANT/PATENT,**

**MEXICO LAND GRANT/PATENT #104 Dated 15 July 1824 (SEE ATTACHED GRANT/PATENT),**

**Natural Person: Scott, John**

**Nationality:** Texan

**Place of Birth:** Constitutional Union State Texas

**Domicile:** state of the Union

**Residence:** non-resident, non-person

**Citizenship status:** non-citizen, national" U.S.A., Constitutional but not statutory U.S. citizen

**Enclosures:**

Oath of Lawful Status, Citizenship, domicile, non-resident, official records of Eddy County, New Mexico State, court recorded File No. 2311889

Certificate of Nationality, official records of Eddy County, New Mexico State, court recorded File No. 2311954

**Natural Person: Scott, Kristin**

**Nationality:** Texan

**Place of Birth:** Constitutional Union State Texas

**Domicile:** state of the Union

**Residence:** non-resident, non-person

**Citizenship status:** non-citizen, national" U.S.A., Constitutional but not statutory U.S. citizen

**Enclosures:**

Oath of Lawful Status, Citizenship, domicile, non-resident, official records of Eddy County, New Mexico State, court recorded File No. 2312940

Certificate of Nationality, official records of Eddy County, New Mexico State, court recorded File No. 2312991

**Mailing Address:**

c/o 4219 Fisher Lake Dr, RichmondTexas, 77406

**KNOW ALL YE MEN BY THESE PRESENT.**

That we, **Scott, John**, and **Scott, Kristin**, do hereby certify and declare that we are "Assignees" at law in the LAND GRANT/PATENT named and numbered above; that we have brought forward said **Land GRANT/PATENT Forever Benefit**, in our names as it pertains to the land described below. See *[Hooper et. Al v. Scheimer, 64 U.S. (23 how.) 235 (1859)]* "I affirm that a GRANT/PATENT is unimpeachable at law, except, perhaps, when it appears on its own face to be void; and the authorities on this point are so uniform and unbroken in the courts, federal and state, that little else will be necessary beyond a reference to them."

The character of said land, brought forward, so claimed and conveyed by this GRANT/PATENT, which is legally described, identified by the Texas General Land Office, based upon location and referenced under the **Land GRANT/PATENT #104**, Dated **15 July 1824** is as follows;

*Beginning at a point on the east bank of the Brazos River where a landmark was set at a distance of 6 varas from a red oak 30 inches in diameter bearing south 62 degrees east, marked WM, and 10 varas from a hackberry 15 inches in diameter bearing north 39 degrees east, marked RJ; thence he surveyed one thousand three hundred and twenty varas east, where another landmark was set; thence north 8,406 varas, where another landmark was set; thence east 3,341 varas, where another landmark was set; thence south 9,865 varas to said river, where another landmark was set at a distance of 5 varas from an ash 18 inches in diameter bearing south 57 degrees east and 12 varas from another ash 24 inches in diameter bearing north 11 degrees east; and thence following the meanders of the river upward to where the first line began, comprising within said lines the amount of one and one-half leagues of land in area, bounded on the south by said Brazos River, on the west by said river and lands of the adjacent landowner Randall Jones, and on the north and east by lands of the Nation.*

*Then we went to the aforesaid labor, and the surveyor began at a point on the west side of the Brazos River, at the mouth of a ravine, where a landmark was set at a distance of 24 varas from a cottonwood 7 inches in diameter bearing west; thence he surveyed 1,258 varas west, where another landmark was set in the prairie; thence north 1,000 varas, where another landmark was set in the prairie; thence east 973 varas to said river, where another landmark was set at a distance of 130 varas from a pecan 18 inches in diameter bearing north 14 degrees west; thence following the meanders of the river downward to where the first line began, comprising within said lines the amount of one labor of land in area, bounded on the east by said Brazos River and on the other side by lands of the Nation.*

*The entirety of said survey containing one and one-half leagues and one labor, more commonly described in The Texas General Land Office as Abstract 62, GRANT/PATENT 104, Translation #2646, File Number SC 000001:43.5 (SEE ATTACHED GRANT/PATENT FOR MEETS AND BOUNDS DESCRIPTION).*

Unless otherwise stated, we, **Scott, John**, and **Scott, Kristin**, have individual knowledge of matters contained in this Certificate of Acceptance of Declaration of GRANT/PATENT. We are fully competent to testify with respect to these matters.

We, **Scott, John**, and **Scott, Kristin**, are Assignees at Law and bona fide subsequent Assignees by contract, of a certain legally described portion of LAND GRANT/PATENT under the original, certified **Land GRANT/PATENT #104**, Dated **15 July 1824**, which is duly authorized to be executed in pursuance of the supremacy of treaty law, citation and Constitutional Mandate, herein referenced, whereupon a duly authenticated true and correct lawful description, together with all hereditament, Tenements, pre-emptive rights appurtenant thereto, the lawful and valuable consideration which is appended hereto, and made a part of this NOTICE OF CERTIFICATE OF ACCEPTANCE AND DECLARATION OF LAND GRANT/PATENT. (SEE ATTACHED GRANT/PATENT)

No claim is made herein that we have been assigned the entire tract of land as described in the original GRANT/PATENT. Our assignment of land is inclusive of only the land described herein and within the attached deed. Said assignment of land being situated entirely within the bounds of **Land GRANT/PATENT #104**, as established by The Texas General Land Office via the attached certified Land GRANT/PATENT. Together, this deed and property description demonstrate the equitable interest in said property and establishes the lawful basis for valuable consideration upon which the LAND GRANT/PATENT FOREVER BENEFIT has been brought forward, said deed between the parties thereto, being dated **October 30, 2020, March 20, 2023 and October 27, 2023.**

**The description of our assignment of land is as follows;**

*Lot Twenty-Four (24), in Block One (1), of WATERSEHD ESTATES, SECTION FIVE (5), an addition in Fort Bend County, Texas, according to the plat thereof recorded in Slide No. 2069/A, of the Plat Records of Fort Bend County, Texas.*

*More commonly known as 4219 Fisher Lake Drive, Richmond, Texas [ 77406-7978 ]*

The filing of this NOTICE OF CERTIFICATE OF ACCEPTANCE OF SAID DECLARATION LAND GRANT/PATENT shall not deny or infringe on any right(s), privilege, or Immunity of any other Heir or Assigns to any other portion of land located within the above-described **Land GRANT/PATENT #104** Dated **15 July 1824.** (SEE ATTACHED LAND GRANT/PATENT)

At common Law, a **(60) day** posting period has been provided for challenges to this Land GRANT/PATENT FOREVER BENEFIT. It is stipulated that, if after **(60) days** from date of posting, no Lawful challenge has been presented and upheld, said Certificate of Acceptance of said Declaration of Land GRANT/PATENT, perfects this GRANT/PATENT (Allodial) Title in the names so listed above FOREVER, otherwise latches or estoppel shall forever bar the same against said Freehold GRANT/PATENT (Allodial) land so described herein.

If a lawfully qualified Sovereign American individual has a lawful claim to title and this Land GRANT/PATENT benefit is challenged, the court must be a court of competent jurisdiction, being the Common law Supreme Court (Article III) or any other court of competent jurisdiction. Any action against a GRANT/PATENT by a corporate state or their Respective statutory, Legislative units (i.e., courts) would be an action at law which is outside the venue and jurisdiction of the Article III courts. There is no Law issue contained herein which may be heard in any of the State or Federal courts (Article I/IV), nor can any court of Equity / Admiralty / Military set aside, annul, or change a Land GRANT/PATENT. **(Reference: Corpus Juris Secundum, volume 73(B), Topic of Public Lands, section on Land PATENTs.) "Nothing in this GRANT/PATENT can be changed by either party, nothing can be added, nor can anything be deducted" once the GRANT/PATENT is issued.**

If this duly certified LAND GRANT/PATENT is not challenged by a lawfully qualified party having a Lawful claim, Lawful lien (security interest), Lawful debt, or other Lawful interest in said land, and no Lawful claim having been filed in a court of competent jurisdiction at law **within sixty (60) days** from the date of posting this NOTICE, then the above-described land shall remain an Allodial Freehold title of **Scott, John, and Scott, Kristin** and their Heir(s) or Assignee(s) forever.

#### JURISDICTION

THE RECIPIENT HERETO IS MANDATED by Article IV, Sec. 3, Clause 2, the 9<sup>th</sup> and 10<sup>th</sup> Amendments with reference to the 7<sup>th</sup> Amendment, enforced under Article III, Sec. 3, Clause 1, Article 1 Sec. 10, Clause 1 of the Constitution for the united states of America.

## LAND GRANT/PATENTS, OBLIGATION OF CONTRACTS, VESTED RIGHTS

Chief Justice Marshall's opinion in ***Fletcher v. Peck*** - performed two creative acts pursuant to Contracts having Continuing Obligations. See Source: <http://www.law.cornell.edu/supremecourt/text/10/87>  
Chief Justice Marshall recognized that an obligatory contract was one still to be performed—in other words, an executory contract, also that a grant of land was an executed contract- a conveyance. But, he asserted, every grant is attended by "an implied contract" on the part of the grantor not to claim again the thing granted. Thus, grants are brought within the category of contracts having continuing obligation.

The early cases of ***Fletcher v. Peck***, ***New Jersey v. Wilson***, and ***Dartmouth College v. Woodward***-<http://www.law.cornell.edu/supremecourt/text/17/518> established that the States could not "impair the obligation of contracts" **by attempting to repeal or modify private acts, such as land GRANT/PATENTS or corporate charters, which had already created vested rights.**

## DOCTRINE OF RELATION BACK

The doctrine of relation is applicable to public land transactions under a federal GRANT/PATENT. <sup>1</sup> When necessary to give effect to the intent of the statute or to cut off intervening claimants, the **GRANT/PATENT is deemed to relate back to the time of the inception of the GRANT/PATENTEE's claim to the land.** <sup>2</sup> When the doctrine applies, the last proceeding which consummates the conveyance of the public land is held to take effect by relation back as of the day when the first proceeding was had. <sup>3</sup> This relation back is also effective in favor of persons to whom the claimant has assigned or transferred rights in the land before the issuance of the GRANT/PATENT. <sup>4</sup>

In applying the doctrine of relation back, the GRANT/PATENT has been regarded, under the particular circumstances, as relating back to the date of the initiatory act, <sup>5</sup> such as the date of the entry, <sup>6</sup> to the date of conveyance or deed, <sup>7</sup> to the first qualifying act which definitively located the boundaries of the claimed land so as to legitimately bar others from entering, <sup>8</sup> and to the inception of the equitable right upon which title is based <sup>9</sup>. **§249 Doctrine of relation back, Research References - West's Key Number Digest, Public Lands 114(2)**

## NATURAL PERSONS(S)

**WHEREAS, We, Scott, John, and Scott, Kristin, are "natural persons"** as defined in Title 12 Banks and Banking CFR §330.1 means a "human being" and in accordance with 31 CFR 1010.605 (h) Non-United States person or non-U.S. person means a natural person who is NOT a United States citizen nor is accorded the privilege of residing permanently in the United States pursuant to title 8 of the United States Code.

## DOMICILE NOT NATIONALITY

**WHEREAS, We, Scott, John, and Scott, Kristin,** sometimes reside at **c/o 4219 Fisher Lake Drive, Richmond, Texas** domiciled in a state of the Union "national" of the United States **8 U.S.C. §1101(a)(21)**, and NOT domiciled within the exclusive jurisdiction of Congress and hence are not subject to federal civil law. Cannot have a civil statutory STATUS under the laws of Congress to which any obligations attach, especially including "citizen" without such a federal domicile. Domicile is a prerequisite to having any **civil status** per Federal Rule of Civil Procedure 17. One therefore cannot be a statutory "alien" under 8 U.S.C. U.S.C. §1101(a)(3) without a domicile on federal territory. Without such a domicile, we are a transient foreigner and neither an "alien" nor a "nonresident alien." DOMICILE and NOT nationality is what imputes a status under the tax code and a liability for tax;

**WHEREAS**, We, **Scott, John**, and **Scott, Kristin**, are U.S.A. "Nationals", Constitutional but not statutory U.S. citizens, being a "Natural" man and woman and not "Citizens" defined in 26 C.F.R. §1.1-1, not having consented to being domiciled within the United States (**having no civil status**), rather being "Nationals" as defined in INA section 101(a)(21) of the Immigration and Nationality Act.

#### RESTORATION OF STATUS

**WHEREAS**, We, **Scott, John**, and **Scott, Kristin**, in some cases, in *esse & sui juris* **Restoration of Former Status** from being a public "United States" citizen; a Federally owned "U.S. citizen" as of March 9, 1933; and a Taxpayer, a **surety, Bondman put to Tribute** as of September 8, 1936; name derivatives, ALL CAPITALIZATION JOHN RANDALL SCOTT / JOHN R SCOTT / ESTATE OF JOHN R SCOTT **and** KRISTIN RENEE SCOTT / KRISTIN R SCOTT / ESTATE OF KRISTIN R SCOTT, to being a **private "national" of new Mexico, state of the Union, U.S.A.**

**WHEREAS**, the Secretary of State (of the several states) charters corporations and issues franchises, therefore, any natural born citizen/Private American National Citizen with a BIRTH CERTIFICATE is liable to the Franchise Board of the State's Department of Revenue for income/excise/privilege taxes, as well as being liable to the Internal Revenue Service collecting the internal revenue for the "Federal Corporation" of the United States (28 USC 3002 (15)(A)) via excise/income/privilege taxes in payment of the interest on the national debt (proven by President Ronald Reagan's Grace commission) which interest is owed to the Roman papacy's Federal Reserve Bank;

**WHEREAS**, We **Scott, John**, and **Scott, Kristin**, have returned to our former status of being an American Freeman and an American National in Equity, i.e. de jure Private National Citizen of the United States under Section 1 of the 14th Amendment and therefore stand "in personam", "*in esse*", and "*sui juris*", possessing all God-given unalienable rights including those protected by the first eight amendments of the Bill of Rights, all Constitutional rights (federal and state) and all common Law rights of a de jure Private Citizen of the United States/American National, **no longer under the legal disability of being the Property/Surety for and/or wedded to a, state-created, Public "U.S. citizen" owned by the Federal Military Government of the United States**;

#### PERFECTED LAND GRANT/PATENT, ESTATE RESTORED

**WHEREAS**, We, **Scott, John**, and **Scott, Kristin**, hereby make lawful claim to the Allodial Land GRANT/PATENT FOREVER BENEFIT in our names, said land described above and in the attached deed, representing equitable interest which is the subject of this land GRANT/PATENT forever benefit, said claim shall be considered henceforth perfected in our names as Assignees, and all future claims by others against this land shall be forever waived;

**THEREFORE**; This Land GRANT/PATENT Forever Benefit, being regular in form, authorized by Supremacy of Treaty Law and Constitutional and Congressional Mandate, now restores ALL Legal and Equitable ownership interests previously surrendered through prior adhesion contracts, since issuance of original Land GRANT/PATENT Allodial Title, to the current equitable interest which is the subject of this Declaration of Land GRANT/PATENT, said GRANT/PATENT having been signed and executed by Presidential authority as **Land GRANT/PATENT #104**, Dated **15 July 1824**;

Now, the ownership interests as expressed in the attached deeds, dated **October 30, 2020, March 20, 2023 and October 30, 2020, March 20, 2023 and October 27, 2023**, being appended hereto, having been deceptively and fraudulently cleaved from the full bundle of rights, and an ESTATE having been created, thus equitable ownership having been severed with the issuance of the first and subsequent Deeds and Mortgage instruments, those deeds and instruments being Color of Title (That which is a semblance or appearance of title, but is not title in fact or law, Black's Law Dictionary, 6<sup>th</sup> edition), the "ESTATE" then

having been created for the ALL CAPITALIZATION name(s) and NOT the "Natural" man/woman.

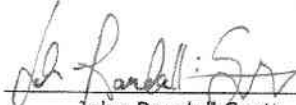
**HENCEFORTH;** The ESTATE is segregated no longer, the Legal and Equitable Ownership interests are now and forever more restored to full Allodial Freehold rights, for **Scott, John**, and **Scott, Kristin**, with the right of Possession, Use, Exclusion, and the right to Encumber and Dispose of being fully and completely restored, *nunc pro tunc*.

There now exists NO Federal, State, Municipal or other corporate authority to impose a direct tax upon the equitable and legal ownership interest which is expressed in the attached deeds, dated **October 30, 2020, March 20, 2023 and October 30, 2020, March 20, 2023 and October 27, 2023**, which are the subject of this Declaration of Land GRANT/PATENT.

PERJURY JURAT

Pursuant to Title 28 USC sec. 1746 (1) and executed "without the United States", We **Scott, John**, and **Scott, Kristin**, affirm under penalty of perjury under the laws of the united states of America that the foregoing is true and correct to the best of our belief and informed knowledge. And further deponents saith not. We now affix our autograph of the above affirmations with EXPLICIT RESERVATION OF ALL OF OUR UNALIENABLE RIGHTS, WITHOUT PREJUDICE.

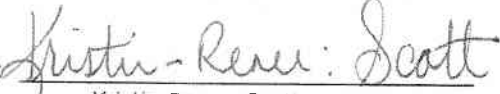
Respectfully By:

  
John Randall Scott

Date:

12/5/2023

Respectfully By:

  
Kristin Renee Scott

Date:

12/5/23

## Texas Notary Acknowledgement

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of Texas

County of Fort Bend

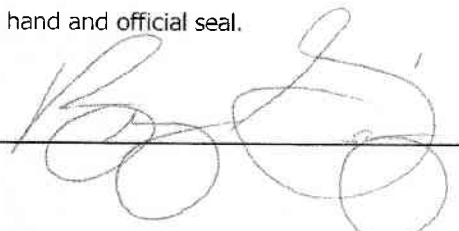
On 12/3/2023 before me, Bryan Gargis

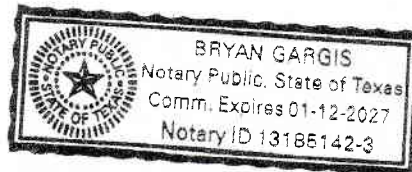
(name and title of the officer)

personally appeared, **Scott, John** and **Scott, Kristin**, who proved to me based on satisfactory evidence to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their authorized capacities, and that by their signatures on the instrument the persons or the entity upon behalf of which the persons acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Texas, that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature  (seal)







### GENERAL WARRANTY DEED

**Notice of confidentiality rights:** If you are a natural person, you may remove or strike any or all of the following information from any instrument that transfers an interest in real property before it is filed for record in the public records: your Social Security number or your driver's license number.

**Effective Date:** October 27, 2023

**Grantor:** The Scotternity Foundation

**Grantor's Mailing Address:** 4219 Fisher Lake Drive, Richmond, Texas 77406

**Grantee:** John Randall Scott and Kristin Scott, husband and wife

**Grantee's Mailing Address:** 4219 Fisher Lake Drive, Richmond, Texas 77406

**Consideration:** Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

**Property (including any improvements):**

Lot Twenty-Four (24), in Block One (1), of WATERSIDE ESTATES, SECTION FIVE (5), an addition in Fort Bend County, Texas, according to the plat thereof recorded in Slide No. 2069/A, of the Plat Records of Fort Bend County, Texas.

More commonly known as 4219 Fisher Lake Drive, Richmond, Texas 77406-7978.

**Reservations from Conveyance:** None.

**Exceptions to Conveyance and Warranty:**

Liens described as part of the Consideration and any other liens described in this deed as being either assumed or subject to which title is taken; validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing instruments, other than conveyances of the surface fee estate, that affect the Property; and taxes for 2023 and subsequent years, which Grantee assumes and agrees to pay.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever

lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

*[Signature page follows.]*

**GRANTOR:**

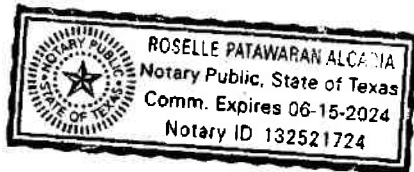
The Scotternity Foundation

By: *John R. Scott*  
Name: John R. Scott  
Title: President

STATE OF Texas )

COUNTY OF Harris )

This instrument was acknowledged before me on October 27<sup>th</sup> 2023, by John R. Scott, President, of The Scotternity Foundation.



*Roselle Patawaran Alcantara*  
Notary Public, State of Texas  
My commission expires: 06/15/2024

PREPARED IN THE OFFICE OF:

Vellani Law  
14090 Southwest Freeway, Suite #150  
Sugar Land, Texas 77478

AFTER RECORDING RETURN TO:

John Scott and Kristin Scott  
4219 Fisher Lake Drive  
Richmond, Texas 77406

Lot Twenty-Four (24), in Block One (1), of WATERSEHD ESTATES, SECTION FIVE (5), an addition in Fort Bend County, Texas, according to the plat thereof recorded in Slide No. 2069/A, of the Plat Records of Fort Bend County, Texas.  
 More commonly known as 4219 Fisher Lake Drive, Richmond, Texas 77406-7978

|    | INSTRUMENT       | BOOK | PAGE | GRANTOR (FROM)  | GRANTEE (TO)  | EXECUTION DATE |
|----|------------------|------|------|---|---|----------------|
| 1  | GRANT/PATENT #44 | 39   | 616  | Government of the Mexican Nation  | William Morton  | 7/15/1824      |
| 2  | PETITION         | A    | 181  | William Morton Estate   | Louisiana Morton, Mary Morton, John V. Morton and William P. Morton                               | 2/20/1836      |
| 3  | PART AGR         | A    | 182  | Louisiana Morton, John V. Morton and William P. Morton  | Mary Morton   | 2/20/1836      |
| 4  | WD               | A    | 225  | Mary Morton Huff and husband, William P. Huff   | Simon L. Jones  | 1/13/1840      |
| 5  | QCD              | A    | 381  | Simon L. Jones  | Thomas F. McKinny and Samuel M. Williams  | 10/4/1842      |
| 6  | QCD              | A    | 381  | Thomas F. McKinny and Samuel M. Williams  | Jonas Butler  | 3/7/1843       |
| 7  | WD               | B    | 136  | Jonas Butler and Francis F. Dorr  | Samuel M. Frost   | 5/30/1846      |
| 8  | PROBATE          | L    | 37   | Estate of Samuel Miles Frost, Deceased  | The Public  | 11/29/1869     |
| 9  | WD               | P    | 371  | Franklin P. Frost, Hariet Ella Feris, Gandell Feris, R. H. Hitchler, Mary S. Hitchler, John Wharton Frost and Virginia M. Frost   | John Miles Frost  | 6/15/1883      |
| 10 | WD               | 78   | 525  | J. M. Frost Jr. and wife, Julia Estelle Frost   | Bassett Blakely   | 10/3/1918      |
| 11 | PROBATE          | 221  | 28   | Estate of Bassett Blakley, Deceased   | The Public  | 12/1/1943      |
| 12 | WD               | 215  | 631  | Kathleen Blakely Rice, Individually and as Independent Executrix of the Estate of Bassett Blakely, Deceased, and Clara Louise Gordon, Individually and as Independent Executrix of the Estate of Bassett Blakely, Deceased, and husband H. B. Gordon, Jr. | Bassett Blakely, Jr.  | 1/6/1944       |
| 13 | WD               | 218  | 295  | Bassett Blakely, Jr.  | W. M. Wheless, Jr.  | 5/5/1944       |
| 14 | WD               | 44   | 463  | J. M. Frost   | T. H. Garner  | 11/11/1908     |
| 15 | WD               | 56   | 329  | T. H. Garner  | R. F. Ransom  | 2/2/1911       |
| 16 | PART D           | 190  | 469  | R. F. Ransom  | R. J. Ransom  | 9/9/1939       |
| 17 | WD               | 219  | 492  | Real F. Ransom, and R. J. Ransom and wife, LaVawn Ransom  | J. S. Abercrombie and W. M. Wheless   | 6/16/1944      |
| 18 | DEED IN TRUST    | 442  | 253  | James S. Abercrombie and wife, Lillie Frank Abercrombie   | The National Bank of Commerce of Houston, and Joseph W. Moore and Ralph H. McCullough as Trustees | 8/5/1963       |

|    |              |            |     |  |  |            |
|----|--------------|------------|-----|--|--|------------|
| 19 | GWD          | 708        | 429 | W. M. Wheless, Jr., Individually and as Co-Independent Executor of the Estate of W. M. Wheless, Deceased, et al          | W. M. Wheless, Jr., Mary Wheless Powell, Mary H. Wheless, and William Meade Wheless, Jr. and Willis M. Powell, Jr., Trustees under the Will of W. M. Wheless, Deceased | 12/29/1976 |
| 20 | TR DEED      | 2233       | 871 | William Meade Wheless, Jr. and Mary Wheless Wilson, as Co-Independent Executors of the Estate of W. M. Wheless, Deceased | William Meade Wheless, III, et al  | 8/7/1990   |
| 21 | JUDGMENT     | 653        | 806 | William Meade Wheless, Jr., et al  | Reddy Jackson, et al   | 3/17/1975  |
| 22 | DEED OF GIFT | 1001       | 289 | Reddy Jackson  | Shellie B. Stewart and wife, Gertrude Stewart  | 10/10/1981 |
| 23 | GWD          | 2682       | 29  | Shellie B. Stewart and wife, Gertrude Stewart  | Jamie A. Robinson Trust No. 2 (1297), et al  | 7/28/1994  |
| 24 | SWD          | 9743150    |     | Jamie A. Robinson Trust No. 2, et al   | Figure Four Partners, Ltd.   | 7/11/1997  |
| 25 | PLAT         | 2069A      |     | Figure Four Partners, Ltd.   | The Public   | 7/17/2000  |
| 26 | GWD          | 2002004582 |     | Figure Four Partners, Ltd.   | Newmark Homes, L.P.  | 1/8/2002   |
| 27 | SWD          | 2002019252 |     | Newmark Homes, L.P.  | Perry Homes  | 2/22/2002  |
| 28 | WD           | 2004065456 |     | Perry Homes  | Melvin Caslin and wife, Janice Caslin  | 5/7/2004   |
| 29 | STD          | 2007003054 |     | Melvin Caslin and wife, Janice Caslin, by M. Samuel Daffin, Substitute Trustee   | Wells Fargo Bank, N.A., et al  | 1/2/2007   |
| 30 | SWD          | 2007118419 |     | Wells Fargo Bank, N.A., et al  | Michael D. Steverson and Andrea Steverson  | 8/20/2007  |
| 31 | WD           | 2013006617 |     | Michael D. Steverson and Andrea Steverson  | Jako D. Filjon and Elda Filjon   | 1/15/2013  |
| 32 | WD           | 2020158878 |     | Jako D. Filjon and Elda Filjon   | John Randall Scott and wife, Kristin Scott   | 10/30/2020 |
| 33 | GWD          | 2023024537 |     | John Randall Scott and wife, Kristin Scott   | The Scotternity Foundation   | 3/20/2023  |
| 34 | GWD          | 2023103659 |     | The Scotternity Foundation   | John Randall Scott and wife, Kristin Scott   | 10/27/2023 |

1824

104.

Austino

187

1824

Sr. Comisionado Barón de Pardo

William Morton Originario de los Estados Unidos de America y vecino actual de esta Pte de San Felipe de Austria

Dijo interesado en el sueldo de mi cargo por el importe del dolo instruido en San Felipe Austria 5 de Julio de 1824

En virtud del anterior decreto de V. Excelencia y el habilitado q. representa William Morton interesado en la merced q. solicita y pido ser admitido como Colonista de esta Nueva Colonia por sus buenas Cerebidades y Circunstancias y notoria aplicacion a la agricultura, cria de ganado e industrias y en consideracion a esto y que tiene crecida familia se le pueda conceder un Arrio y medio y una hata de tierra

San Felipe de Austria 7 de Julio de 1824

Estevan F. Austino

En la Villa de San Felipe de Austria a los diez dias del mes de Julio de mil ochocientos veintiy cuatro. El Barón de Pardo Comisionado del Sr. y Estevan F. Austino Emporario para establecer una Nueva Colonia en esta Pte. En virtud de la Comision q. confirió al Sr. don Estevan F. Austino Coronel de Infanteria para su decreto de diez y seis

V. M. de San Felipe de Austria 7 de Julio de 1824

William Morton

Sr. Comisionado

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San Felipe de Austria 7 de Julio de 1824

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de Julio de mil ochocientos veinte y tres, y de la Ley del  
 Político de esta Prov<sup>a</sup> de Nueva Antioquia, sancionada por el  
 día de Junio de mil ochocientos veinte y cuatro y de las  
 facultades q<sup>e</sup> están concedidas a ambos a consecuencia del  
 de el Superior Ex<sup>to</sup> Mexicano por diez y ocho de Febrero,  
 confirmada por los decretos del Soberano Congreso Constituyente  
 y del Supremo Poder Ejecutivo por once y catorce de Abril del  
 año de mil ochocientos veinte y tres y del de el Comandante  
 Jefe de estas Prov<sup>as</sup> Brigadier D. Felipe de la Torre  
 expedida el día diez y seis de Junio del referido año en el  
 expediente promovido por el dho. Empresario D. Esteban P.  
 Austin sobre la inmigración de trescientas familias emigra-  
 doras q<sup>e</sup> desean colonizar en esta Prov<sup>a</sup> a favor de las fami-  
 lias q<sup>e</sup> nos están concedidas por el dho. Comandante y decretos q<sup>e</sup>  
 atendiendo al mérito y circunstancias q<sup>e</sup> concurren en la  
 persona del representante William Morton según de  
 la forma q<sup>e</sup> precede, hemos venido en merecernos y conceder  
 y por el presente le merecemos y concedemos en el nom-  
 bre del Gobierno de la Nación Mexicana al dho. Will-  
 iam Morton, a sus herederos y sucesores una y media  
 sétimo y una labor de Tierra sin proporción de regadío y  
 solamente con el uso de agua permanente, sobre el Rio de los  
 Brazos situada el sétimo y medio sobre el Margen Oriental  
 y la labor del Margen Occidental de dho. Rio del qual  
 le pondremos en posesión, entregándole el Correspondiente  
 título q<sup>e</sup> se resguarda luego q<sup>e</sup> haya satisfecho los derechos  
 señalados por el dho. Arancel Circulado por el Jefe Político  
 de la Prov<sup>a</sup> de Texas veinte de Mayo de setenta y siete q<sup>e</sup>  
 consta por diligencia lo firmamos con testigos de autoridad  
 en el propio día mes y año de q<sup>e</sup> vamos firmados

Esteban P. Austin  
 Comandante  
 John Austin

Esteban P. Austin  
 Comandante  
 Samuel de Millan

El dho. Comisionado Párron de Bastrop y Empresario Esteban P.  
 Austin los testigos John M. Carmick Joseph Stuart Joseph  
 Dupau el Coronel de Agrimensur Horacio Quiroz  
 y el intérprete William Morton Nos Constituímos al Comandante  
 q<sup>e</sup> por el presente auto lo tenemos merecernos a este último y de  
 cumplimiento sobre el margen oriental del Rio de los Brazos

se plante un mofen, a distancia de seis varas de un Cauce Coronado  
veinte y quatro varas en diametro al Sur Sestator y dos grados Este, marcado  
W.M. y de diez varas de un fozto blanco quatro y quatro varas en  
diametro al Norte treinta y nueve grados Este, marcado R. J. Comen  
do Agrimensor las medidas de dicho sitio y medio y de alli medio mil  
doscientas varas al Este, donde se planta otro mofen, y de alli al  
Norte ochocientos y quatro varas, donde se planta otro  
mofen, y de alli al Este tres mil trescientos y quarenta y una varas,  
donde se planta otro mofen, y de alli al Sur, nueve mil ochocientos  
sesenta y cinco varas al dicho Rio donde se planta otro mofen, a  
distancia de cinco varas de un Fresno diez y ocho pulgadas en  
diametro al Sur cinquenta y siete grados Este, y de diez varas  
de otro Fresno veinte y quatro pulgadas en diametro al Norte  
catorce grados Este, y de alli siguiendo las riberas del Rio p.<sup>o</sup>  
hasta la donde Comen<sup>do</sup> la primera linea Comprehensiva  
dentro de dichas lineas la cantidad de una Lega y media de tierra  
en superficie lindando por el Sur, con el dicho Rio de las Viras,  
por el poniente, con el Rio y con las riberas del Colindante Nando  
Jones, por el Norte, y Este con tierras de la nacion, y luego  
nos constituimos al referido labio y desde un punto sobre el  
Margen occidental del Rio de las Viras a la distancia  
de una Arreina donde se planta un mofen, a distancia de  
veinte y quatro varas de un Alamo diez y quatro varas en diam  
etro al Este Comen<sup>do</sup> el Agrimensor, y de alli medio mil  
doscientos cinquenta y ocho varas al Norte, donde se planta  
otro mofen en el Llano, y de alli al Norte mil varas donde  
se planta otro mofen en el Llano, y de alli al Este nueve  
cientos ochenta y tres varas al dicho Rio, donde se planta otro  
mofen, a distancia de cinco y veinte varas de un Nogal  
diez y ocho pulgadas en diametro al Norte Catorce grados  
Este, y de alli siguiendo las riberas del Rio p.<sup>o</sup> hasta  
la donde Comen<sup>do</sup> la primera linea Comprehensiva dentro de  
dichas lineas la cantidad de una labor de tierra en superficie lina  
do por el Este con el dicho Rio de las Viras, por las demas  
partes con tierras de la nacion. Pusimos en posesion al referido  
William Morton de dicho sitio y medio y labor de tierra, tomandole  
de la mano y pasandole por el, diciendole en altas y perceptibles  
voces: yo en virtud de la comision y de las facultades en que me  
hallamos y en nombre del Gobierno de la nacion te constituimo  
y constituimos en posesion de dicho terreno con todos sus frutos,  
Cobambres, derechos y estadambres, p.<sup>o</sup> el sus herederos y suc  
cesores, y el mencionado William Morton en fe de hallarse  
poseyendo todo y personalmente de dicho terreno sin con  
dicion alguna, Rio, bos, arroyo, yerbas, tierra fructosa, -



planta estacas, e hizo las demas ceremonias necesarias  
quidando advertido de la obligacion q<sup>e</sup> tiene de postarlo y custodiar  
dentro de dos años termino q<sup>e</sup> prescribe la ley y p<sup>o</sup> q<sup>o</sup> la de  
lo firmamos, el dho Comisionado Juan de Barroff y Empe  
sario Estevan Sebastian y testigos de asistencia a falta de  
escribano en el termino de la ley d. q. et amos fco.  
En la villa de San Felipe de Austria a los quatro dias del mes  
de Julio de mil ochocientos veinte y quatro. en el qual  
vinte y siete.

Juan de Barroff

Estevan F. Austria

~~De asid<sup>o</sup>~~  
John Austria

De asid<sup>o</sup>  
Samuel M. Williams

No. 44

3rd Stamp. 4 Reales. Validated by the Mexican Nation for the year of 1824.

Austin  
[Rubric]

The interested party paid in this Court of my charge 4 reales, cost of the foregoing stamp. Town of San Felipe de Austin, July 5, 1824.

Sylvenus Castleman

Town of San Felipe de Austin, July 7, 1824. Empresario Stephen F. Austin shall report as to whether the applicant has the circumstances and requisites necessary to merit the favor he requests.

Bastrop  
[Rubric]

Honorable Commissioner Baron de Bastrop:

[I,] William Morton, a native of the United States of America and now a resident of this Province of Texas, appear before you and say: That, having moved to this place with my family and interests with the intention of settling in the colonial settlement of Empresario Stephen F. Austin, established by permission of the Superior Government of the Mexican Nation, I hope that in admitting me with my family as one of the first settlers of said colony you will be pleased to grant me and put me in possession of that portion of land that the law grants to colonists, with the understanding that I am prepared to settle and cultivate whatever may be assigned to me, abiding by the governing laws in all cases, and to defend the rights of Independence and the liberty of the nation. Therefore, I ask you to please do as I have set forth, wherein I shall receive favor and justice.

Town of San Felipe de Austin, July 7, 1824

[s] William Morton

Honorable Commissioner:

Pursuant to your foregoing decree, I must say that the inhabitant petitioner, William Morton, is worthy of the favor he requests and can be admitted as a resident of this new colony by virtue of his good qualities and circumstances and well-known application to agriculture, stock raising and industries; and in consideration thereof and of the fact that he has a large family, he can be granted one and one-half leagues and one labor of land.

San Felipe de Austin, July 7, 1824

Estevan F. Austin  
[Rubric]

In the town of San Felipe de Austin, on the 12th day of July of the year 1824, the Baron de Bastrop, sixth member of the Most Excellent Provincial Deputation of Texas, commissioner of the Government, and Stephen F. Austin, empresario to establish a new colony in this Province; by virtue of the commission that the Governor of this Province, Lieutenant Colonial D. Luciano García, conferred on the former in his decree of July 16, 1823, and of the order of the Political Chief of this Province, D. José Antonio Saucedo, dated June 23, 1824, and of the powers vested in both in consequence of the decree of the Superior Mexican Government dated February 18th, confirmed by the decrees of the Sovereign Constituent Congress and the Supreme Executive Power dated the 11th and 14th of April of the year 1823, and of the decree which the Commandant General of these Provinces, Brigadier D. Felipe de la Garza, issued on the 16th day of June of the aforesaid year in the record of proceedings considered at the instance of said Empresario Stephen F. Austin relative to the emigration of three hundred foreign families that are to be settled as colonists in this Province, exercising the powers vested in us by said commission and decrees, and in consideration of the merits and circumstances which concur in the person of the petitioner, William Morton, as appears by the preceding report, we have agreed to grant and concede and in the name of the Government of the Mexican Nation do by these presents grant and concede unto said William Morton, his heirs and successors, one and one-half leagues of land and one labor of land, without the facilities of irrigation and only with the use of permanent water on the Brazos River, the 1 1/2 leagues situated on the east side and the labor on the west side of said river, of which [land] we will put him in possession and deliver to him the corresponding title for his security as soon as he shall have paid the fees designated in the Fee Bill circulated by the Political Chief of the Province of Texas on the 20th of May of this year, and in testimony thereof we hereunto subscribe with assisting witnesses on the day, month and year above written; which we certify.

El Baron de Bastrop  
[Rubric]

Estevan F. Austin  
[Rubric]

Assisting [witness]

Assisting [witness]

John Austin  
[Rubric]

Samuel M. Williams  
[Rubric]

[We,] said Commissioner Baron de Bastrop and Empresario Stephen F. Austin; the witnesses, John McCormick, Joseph Stuart, Joseph Dupau; the adjacent landowner; surveyor Horatio Chri[e]sman; and the interested party, William Morton, went to the tract which by the preceding decree we have granted to this last party; and the surveyor began the survey of said one and one-half leagues at a point on the east bank of the Brazos River where a landmark was set at a distance of 6 varas from a red oak 30 inches in diameter bearing south 62° east, marked WM, and 10 varas from a hackberry 15 inches in diameter bearing north 39° east, marked RJ; thence he surveyed one thousand three hundred and <sup>twenty</sup> varas east, where another landmark was set; thence north 8,406 varas, where another landmark was set; thence east 3,341 varas, where another landmark was set; thence south 9,865 varas to said river, where another landmark was set at a distance of 5 varas from an ash 18 inches in diameter bearing south 57° east and 12 varas from another ash 24 inches in diameter bearing north 11° east; and thence following the meanders of the river upward to where the first line began, comprising within said lines the amount of one and one-half leagues of land in area, bounded on the south by said Brazos River, on the west by said river and lands of the adjacent landowner Randal Jones, and on the north and east by lands of the Nation.

Then we went to the aforesaid labor, and the surveyor began at a point on the west side of the Brazos River, at the mouth of a ravine, where a landmark was set at a distance of 24 varas from a cottonwood 7 inches in diameter bearing west; thence he surveyed 1,258 varas west, where another landmark was set in the prairie; thence north 1,000 varas, where another landmark was set in the prairie; thence east 973 varas to said river, where

another landmark was set at a distance of 130 varas from a pecan 18 inches in diameter bearing north 14° west; and thence following the meanders of the river downward to where the first line began, comprising within said lines the amount of one labor of land in area, bounded on the east by said Brazos River and on the other sides by lands of the Nation.

We put the aforesaid William Morton in possession of said 1 1/2 leagues and one labor of land, taking him by the hand, leading him over them, telling him in a loud and understandable voice that by virtue of the commission and the authority vested in us, and in the name of the Government of the Mexican Nation, we put him in possession of said tracts, with all their uses, customs, rights, and appurtenances, for him, his heirs and successors; and the aforementioned William Morton, as a token of finding himself in real and personal possession of said tracts without any opposition, shouted, pulled grass, threw stones, set stakes, and performed the other necessary ceremonies, being notified of his obligation to settle and cultivate them within the two-year term prescribed by the law; and in evidence thereof, we, the aforesaid Commissioner Baron de Bastrop and Empresario Stephen F. Austin, hereunto subscribe with assisting witnesses, lacking a notary in the terms of the law, which we certify. In the town of San Felipe de Austin, on the 15th day of July of 1824. Interlined = twenty = valid.

El Baron de Bastrop  
[Rubric]

Assisting [witness]

John Austin  
[Rubric]

Estevan F. Austin  
[Rubric]

Assisting [witness]

Samuel M. Williams  
[Rubric]

2646

Box 1

Folder 43

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