

PRICE, CARL et. al.

QUITCLAIM DEED

(003) ANTHONY DRAIN #28

0023-0058-0011-00

25(11)

780

(STAT.)

QUITCLAIM DEED

This Indenture, made the 20th day of December, in the year of our Lord, one thousand nine hundred and thirty-nine between Carl Price and Mrs. Carl Price, Mrs. Delmar Roberts and Delmar Roberts, parties of the first part, and the United States of America, party of the second part, in pursuance of the provisions of the act of June 17, 1902 (32 Stat. 368), and acts amendatory thereof and supplementary thereto.

Witnesseth: That the parties of the first part, for and in consideration of the allowance of credits in the sum of Two hundred sixty and 75/100 Dollars (260.75) upon the construction charge assessments of the Elephant Butte Irrigation District against lands of the said parties of the first part, pursuant to contract of Dec. 20, 1929, and contract of August 30, 1939, between the said District and the United States, do by these premises demise, release, and forever quitclaim unto the said party of the second part, and to its successors and assigns, all that certain lot, piece, or parcel of land situated in the County of Dona Ana, and State of New Mexico, and bounded and particularly described as follows, to wit:

A tract of land lying and situate in Dona Ana County, New Mexico, and in Private Claim No. 121, Tract 1 and lot 1 and Southwest quarter (SW 1/4) of the Northwest quarter (NW 1/4) of Section nine (9) Township twenty-six (26) South, Range three (3) East, N.M.P.M. U.S.G.L.O. Survey; being also within tracts Nos. 1601 and 1687 as shown on Dona Ana County, New Mexico, Plat Book, more particularly described as follows:

Beginning at a point on the south right of way line of a road, said right of way line being also the north property line of the land of the grantors and from which point the Northwest corner of Section nine (9) Township twenty-six (26) South, Range three (3) East, N.M.P.M., Bureau of Reclamation Survey bears North eighty degrees (80°) twenty-two minutes (22') twenty seconds (20") West forty-five and seven tenths (45.7) feet; thence along said road right of way line and property line South eighty-nine degrees (89°) fifty-seven minutes (57') East one hundred twenty (120) feet; thence South no degrees (0°) sixteen minutes (16') East two thousand three hundred eighty-four and six tenths (2384.6) feet; thence to the left along a five hundred three and seven tenths (503.7) feet radius curve, a distance on the arc of two hundred sixty-three and three tenths (263.3) feet to a point on the line between the Northwest quarter (NW 1/4) and Southwest quarter (SW 1/4) of Section nine (9) Township twenty-six (26) South, Range three (3) East, N.M.P.M., U.S.G.L.O. Survey and the tangent to the curve at said point having a bearing North thirty degrees (30°) twelve minutes (12') twenty seconds (20") West; thence along said quarter (1/4) section line North eighty-nine degrees (89°) fifty-seven minutes (57') West one hundred eighty-seven and two tenths (187.2) feet to a point from which the West quarter (W 1/4) corner of Section nine (9) Township twenty-six (26) South, Range three (3) East, N.M.P.M., U.S.G.L.O. and Bureau of Reclamation Surveys bears North eighty-nine degrees (89°) fifty-seven minutes (57') West fifty-two and five tenths (52.5) feet; thence North no degrees (0°) sixteen minutes (16') West two thousand six hundred thirty-five and seven tenths (2635.7) feet to the point of beginning. Said tract of land containing seven and forty-five hundredths (7.45) acres, more or less. All as shown on plat attached hereto and made a part hereof.

together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

To Have and to Hold, all and singular the said premises, together with all the appurtenances, unto the said party of the second part, and unto its successors and assigns, forever.

In Witness Whereof, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered in the presence of -

Carl Price (L.S.)
Mrs. Carl Price (L.S.)
Mrs. Delmar Roberts (L.S.)
Delmar Roberts (L.S.)

STATE OF NEW MEXICO)
COUNTY OF DONA ANA) ss

On this 20th day of December, 1939, before me personally appeared Carl Price and Mrs. Carl Price to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

In Witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

(SEAL) C. W. Stringer
Notary Public in and for Dona Ana County
My commission expires 9-27-42

Correct as to Engr. Data 4.0.2

STATE OF NEW MEXICO)
COUNTY OF DONA ANA) ss

On this 24th day of June, 1940, before me personally appeared Delmar Roberts and Mrs. Delmar Roberts to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

In Witness Whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

C. W. Stringer

(SEAL)

Notary Public in and for Dona Ana County

My commission expires 9-27-42

PARTIAL RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS, That the undersigned owner(s) and holder(s) of that certain mortgage dated May 8th, 1939, and recorded at Page 27, Book 61, mortgage records of Dona Ana County, New Mexico, has released and does hereby release the said mortgage insofar as the same pertains to the parcel or tract of land described in the above and foregoing quitclaim deed, and authorize said lien to be released and satisfied of record to that extent, provided, however, that said mortgage shall in all other respects remain in full force and effect.

Witness (my, our) hand(s) and seal(s) this 31st day of August, 1940.

ATTEST: (SEAL)

J. A. Carrico,
Assistant Secretary

FEDERAL FARM MORTGAGE CORPORATION, a corporation, and
LAND BANK COMMISSIONER, acting pursuant to Part 3 of the
Emergency Farm Mortgage Act of 1933, as amended
By THE FEDERAL LAND BANK OF WICHITA, Wichita, Kansas, a
corporation, their Agent and Attorney in Fact.

By C. R. Kurt
C. R. Kurt, Vice President

STATE OF KANSAS)
COUNTY OF SEDGWICK) ss

Before me, the undersigned, a Notary Public in and for said County and State, on this 31st day of August, 1940, personally appeared C. R. Kurt, to me personally known and known to me to be the identical person who, as Vice-President of said Bank, subscribed the names of The Federal Land Bank of Wichita, Wichita, Kansas, a corporation (as Agent and Attorney-in-Fact), the Federal Farm Mortgage Corporation, a corporation, and the Land Bank Commissioner, acting pursuant to Part 3 of the Emergency Farm Mortgage Act of 1933, as amended, to the foregoing instrument; and he, being by me duly sworn, did say that he is such officer, and that the seal affixed to such instrument is the corporate seal of said bank, and that the same was signed and sealed in behalf of said Bank, as Agent and Attorney-in-Fact for said Corporation and said Commissioner, and was signed in behalf of said Corporation and said Commissioner by said Bank, as Agent and Attorney-in-Fact therefor, all by authority of the Board of Directors of said Bank; and he acknowledged to me that the foregoing instrument was executed by him, as his free and voluntary act and deed and as the several free and voluntary acts and deeds of said Bank (as Agent and Attorney-in-Fact), said Corporation and said Commissioner, all for the uses and purposes set forth and specified therein.

WITNESS my hand and seal, the day and year last above written.

Bethry Porter
Notary Public

(SEAL)

My commission expires November 23, 1940.

PARTIAL RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS, That the undersigned owner(s) and holder(s) of that certain mortgage dated May 8th, 1939, and recorded at Page 635, Book 59, Mortgage Records of Dona Ana County, New Mexico, has released and does hereby release the said mortgage insofar as the same pertains to the parcel or tract of land described in the above and foregoing quitclaim deed, and authorize said lien to be released and satisfied of record to that extent, provided, however, that said mortgage shall in all other respects remain in full force and effect.

Witness (my, our) hand (s) and seal(s) this 31st day of August, 1940.

ATTEST

(SEAL)

J. A. Carrico,
Assistant Secretary

THE FEDERAL LAND BANK OF WICHITA, Wichita, Kansas,
a corporation

By C. R. Kurt, Vice President

STATE OF KANSAS)
COUNTY OF SEDGWICK) ss

On this 31st day of August, 1940, before me appeared C. R. Kurt to me personally known, who being by me duly sworn did say that he is the Vice President of The Federal Land Bank of Wichita, Wichita, Kansas, a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors and said C. R. Kurt acknowledges said instrument to be the free act and deed of said corporation.

Bethry Porter

(SEAL)

Notary Public in and for Sedgwick County

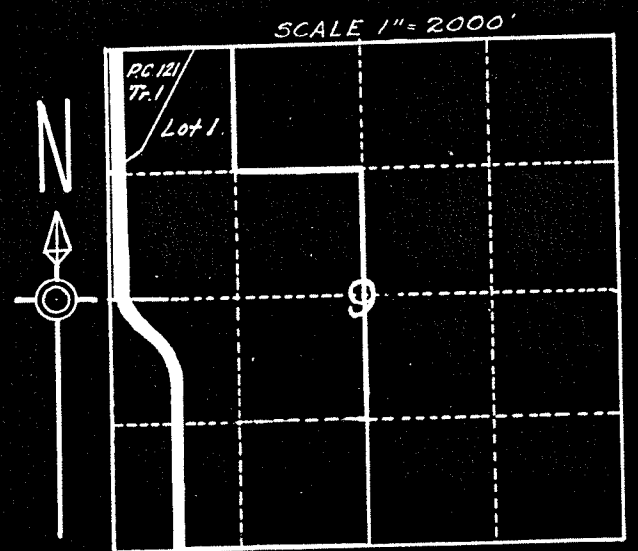
My commission expires November 23, 1940

STATE OF NEW MEXICO)
COUNTY OF DONA ANA) ss

I hereby certify that this instrument was filed for record on the 7th day of Nov. A. D. 19 40, at 4:25 o'clock, P m., and duly recorded in Book 858, Page 81, of the Records of Deeds and Mortgages of said County.

M. J. Chavez
County Clerk and Ex-officio Recorder

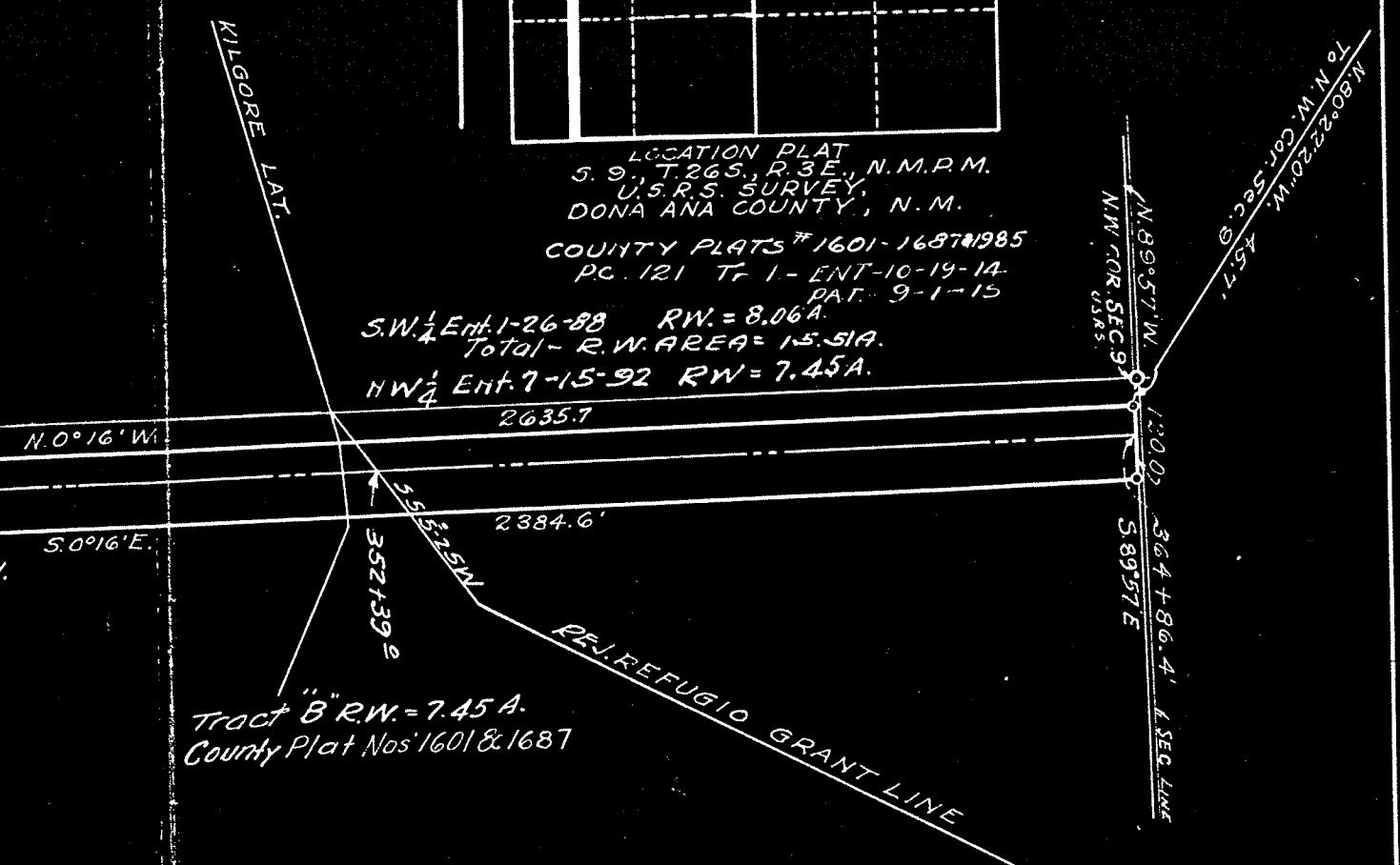
Adela Longalbe
Deputy



SCALE 1" = 2000'

LOCATION PLAT
 S. 9, T. 26 S., R. 3 E., N.M.P.M.
 U.S.R.S. SURVEY,
 DONA ANA COUNTY, N.M.
 COUNTY PLATS # 1601-1687/1985
 PC. 121 Tr. 1 - ENT-10-19-14
 PAT. 9-1-15

S.W. 1/4 Ent. 1-26-88 RW = 8.06A.
 Total - R.W. AREA = 15.51A.
 N.W. 1/4 Ent. 7-15-92 RW = 7.45A.



Tract B R.W. = 7.45 A.
 County Plat Nos 1601 & 1687

SCALE 1" = 300' # 28

DEPARTMENT OF THE INTERIOR
 BUREAU OF RECLAMATION
 RIO GRANDE PROJECT - NEW MEXICO-TEXAS
 ELEPHANT BUTTE DISTRICT
 ANTHONY DRAIN
 RIGHT OF WAY

FIELD WORK J.R. CHECKED.....
 DRAWN S.H.C. APPROVED A.W.B.
 1242-1-102 EL PASO, TEX. 3/31

CONSTRUCTED: Apr.-July 1920.



KILGORE

TRAC
COURT

P.I. = 330 + 50.0
Δ = 44° 49'
D = 10°
T = 236.6'
L = 448.2'
ON 100' CHDS.
R = 573.7'

W. 1/4 COR. SEC. 9. U.S.R.S. & G.L.O.

Tang. Brs. N 23° 45' 30" W

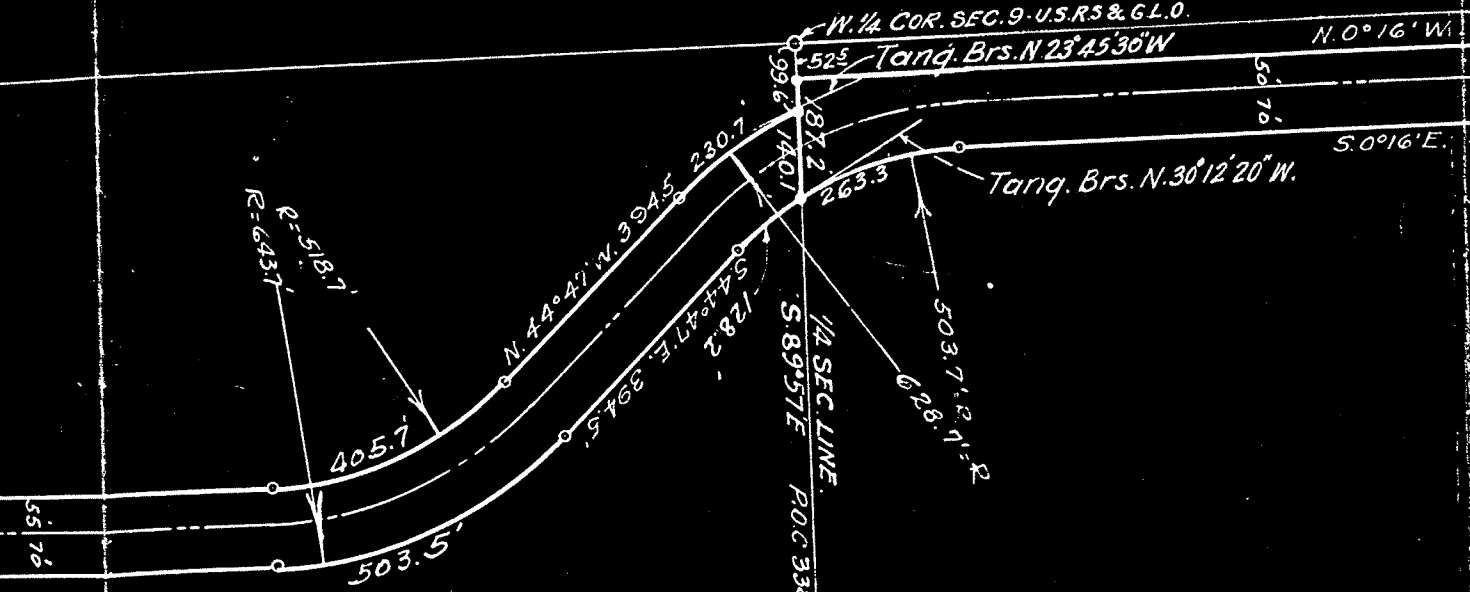
N. 0° 16' W.

S. 0° 16' E.

Tang. Brs. N. 30° 12' 20" W.

1/4 SEC. LINE
P.O.C. 338 + 41.2

P.I. = 338 + 91.0
Δ = 44° 31' 30"
D = 10°
T = 234.9'
L = 445.5'
ON 100' CHDS.
R = 573.7'



S.W. COR. SEC. 9 - U.S.R.S.

S. 87° 51' 05" W. 651.5' to S.W. COR. SEC. 9

125.0'

S. 89° 56' W.
310 + 33.7'

N. 0° 02' E. 1779.8'

55.76'

S. 0° 02' W. 1779.6'

Tract "A" R.W. = 8.06 A
County Plat No. 1985

Carl & Anna E. Price

DEPARTMENT OF THE INTERIOR

Bureau of Reclamation

El Paso, Texas Sept. 19, 1940

From Superintendent

To District Counsel

Subject - Acquisition of land utilized for drains - Deed under contract dated December 20, 1929, between the Elephant Butte Irrigation District and the United States - Rio Grande Project.

1. For your consideration, there is transmitted herewith, deed dated Dec. 20, 1929, from Carl Price, et al conveying 7.45 acres of land in Sec. 9, Twp 26 S Range 5 E Dona Ana County, Plat No. 1601, 1657 & 1988, Right of Way Plat No. 28, Anthony Drain, together with certificate of officials of the Elephant Butte Irrigation District dated Sept. 7, 1940, under the provisions of contract dated December 20, 1929, between said District and the United States.

L. R. Flock

Superintendent

To Superintendent

El Paso, Texas OCT 5 1940

The above described deed appears on its face to be in satisfactory form and to be properly executed. The certificate of the officials of the Elephant Butte Irrigation District as to title is properly executed and based thereon, in accordance with the provisions of the above mentioned contract, the deed and certificate are approved as to form and legal sufficiency and the deed may be recorded and the original thereof transmitted to the Washington office in the usual manner and credit may be extended to the District in the amount stated in said certificate in accordance with provisions of the above mentioned contract.

H. J. S. Devries

District Counsel

To The Commissioner

El Paso, Texas JUN 2 1941

The deed above described has been accepted and recorded. The original executed deed and certificate are transmitted herewith to the Washington office for filing.

L. R. Flock

Superintendent

CC- Chief Engineer
with enclosure

No. 3 of 4

Serial 25-18

File _____

Anthony Drain

Flat No. 28

ELEPHANT BUTTE IRRIGATION DISTRICT

Las Cruces, New Mexico

September 7, 1940

CERTIFICATE TO ACCOMPANY QUIT CLAIM DEED

1. Reference is made to the accompanying quit claim deed from
~~Carl Price and Mrs. Carl Price, Mrs. Delmar Roberts and Mr. Delmar Roberts~~
conveying 7.15 acres of land in Section 9, Township 26 S,
Range 3 E, to The United States for drain right-of-way, and on
account of which the District has fixed credit on assessments to be
allowed the said grantor in the total sum of \$ 260.75,
of which amount a credit of \$ _____ has already
been allowed by the District to the said landowner on assessments
for the year _____, pursuant to contract between the District
and The United States dated December 20, 1929 and August 30, 1939

2. It is certified from investigation made, that the grantor(s)
named in the said deed appear(s) to be the owner(s) and in possession
of the land described in said deed and that said land was at the time
of said conveyance free from tax liens and other recorded liens and
encumbrances.

ELEPHANT BUTTE IRRIGATION DISTRICT

By Arthur Starr
President

ATTEST:

D. A. Lowmy
Secretary

(SEAL)

No. 4 of 4
Serial 25-18
File _____

Anthony Drain
Flat No. 28

ELEPHANT BUTTE IRRIGATION DISTRICT

Las Cruces, New Mexico

September 7, 1940

CERTIFICATE TO ACCOMPANY QUIT CLAIM DEED

1. Reference is made to the accompanying quit claim deed from Carl Price and Mrs. Carl Price, Mrs. Delmar Roberts and Mr. Delmar Roberts conveying 7.45 acres of land in Section 9, Township 26 S, Range 3 E, to The United States for drain right-of-way, and on account of which the District has fixed credit on assessments to be allowed the said grantor in the total sum of \$ 250.75, of which amount a credit of \$ _____ has already been allowed by the District to the said landowner on assessments for the year _____, pursuant to contract between the District and The United States dated December 20, 1929 and August 30, 1939

2. It is certified from investigation made, that the grantor(s) named in the said deed appear(s) to be the owner(s) and in possession of the land described in said deed and that said land was at the time of said conveyance free from tax liens and other recorded liens and encumbrances.

ELEPHANT BUTTE IRRIGATION DISTRICT

By Arthur Starr
President

ATTEST:

D. A. Lacey
Secretary

(SEAL)