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AGREEMENT.

THE STATE OF TEXAS,)
)
COUNTY OF EL PASO.)

KNOW ALL MEN ~~THAT THIS~~ CONTRACT AND AGREEMENT, made and entered into this 19th day of September 1910, by and between P.H.Bailey and H.H.Bailey, as Parties of the First Part and Edith V.Murphy, joined herein by her husband John H.Murphy, as Party of the Second part;

WITNESSETH: That, whereas the party of the second part, joined by her husband, in exchange of properties, has executed a deed conveying to the parties of the first part certain real estate situated in the City of El Paso, Texas, and being the homestead and separate property of the party of the second part in consideration of the transfer and conveyance to her, Said Edith V.Murphy as her own separate estate, by the parties of the first part of a tract of one hundred and six acres of land described, or intended to be described, in a certain deed dated September 17th, 1910 and executed by said parties of the first part, and,

339

Whereas; the intention, agreement and understanding of the parties in making said exchange, or swap, of properties is that the respective properties are of equal value, if unencumbered, and the property conveyed by the partyss of the second part is unencumbered, and,

Whereas, there are certain encumbrances in the form of unpaid purchase money notes, secured by mortgages, against the lands conveyed by said Baileys to said Edity V. Murphy, and,

Whereas, said Edith V. Murphy has assumed payment of said notes as will appear by reference to the deed to her, and,

Whereas, it is the desire of the parties of the first part to protect or reimburse the said Edity V. Murphy for the payment of said notes, same being six notes in favor of Morris Freudenthal, executed by A.H. Snyder and wife and aggregating \$1239.31 and two notes in favor of A.A. Escontrias executed by said Baileys and aggregating \$850.00; now therefore, in order to equalize the said exchange of properties the said parties have agreed as follows;

1st. The parties of the first part agree to pay to said Edith V. Murphy a sufficient sum, in cash, to equal the amount of principal and accrued interest to date of payment represented by that one of said Escontrias notes which comes due January 1st, 1911, and to also as soon as by reasonable effort they can secure the money to make such payment at the same time pay to said Mrs. Edith V. Murphy a sufficient sum in cash to equal the amount of principal and accrued interest to the date when paid, represented by the second Escontrias note which matures January 1st 1912; Porvided, as regards the cash payment to equal the second Escontrias note, the parties of the first part succeed in securing one years extension of the six notes held by Morris Freudenthal, two of which said six notes are now past due, and which extension said parties of the first part are expecting to secure, But if such extension of the Freudenthal notes is not secured then the parties of the first part, instead of paying to Mrs. Murphy cash to the amount of the second Escontrias note, are to pay the said Freudenthal two notes now past due and the difference between the Escontrias second note and the two Freudenthal notes, in such case, to be payd to Mrs. Murphy in cash. From the first cash payment, however, the parties of the first part may retain an amount sufficient to cover back taxes, except taxes for 1910, owing on the property conveyed to them by Mrs. Murphy.

2d. The parties of the first part, in the nature of an offset against the six Freudenthal notes, amounting to the principal sum of \$1239.31 dollars with \$_____ accrued interest thereon, making a total of \$_____ agree to execute, payable to the order of Edith V. Murphy, as her separate estate, their joint and several note for the said total sum of \$_____ bearing interest from this date at the rate of eight per centum per annum, with the usual attorneys fee clause, payable one year after date, and to secure the payment thereof by mortgaging to the said Edith V. Murphy 48 acres of cultivated land in the confirmed portion of the Refugio grant in Dona Ana County, New Mexico, and being a tract of 48 acres bounded on the south by lands of Kenneth D. Oliver and on the north by lands of one Trimmer. Said 48 acres to be otherwise, unencumbered and the parties of the first part to furnish Abstract of Title thereof showing acceptable title in the parties of the first part; It is, however, fully understood that the payment by the parties of the first part of the two Freudenthal notes now past due, in the event, because of inability to secure an extension of said Freudenthal notes for one year, they shall be compelled to pay those two of said notes now past due, shall not operate as a credit or in extinguishment of any part of the indebtedness evidenced by said ^{of the two Freudenthal notes, and payment} note for \$_____, but such payment/

of the difference to Mrs. Murphy in cash shall relieve the parties of the first part of their obligation to pay to Mrs. Murphy an amount in cash equaling the second Escontrias note.

3d. The parties of the first part are to convey to said Edith V. Murphy all water and ditch rights appurtenant to said 106 acres of land.

4th. The parties of the first part are to secure from the owners of that part of the Canutillo grant of land claimed to be in conflict with the said 106 acres, a quit claim deed either to themselves, for the benefit of said Edith V. Murphy, or to said Edith V. Murphy, ~~on the said Edith V. Murphy~~, covering said 106 acres or so much as may possibly be in conflict with said Canutillo Grant lands.

5th. Edith V. Murphy assumes payment of taxes for 1910 on the property conveyed to her by the parties of the first part.

The land conveyed by the parties of the first part to Mrs. Murphy is described by Field notes in the deed of conveyance and said Field notes are intended by the parties of the first part to embrace the full area of one Hundred and six acres, exclusive of roads and lanes, and in the event upon actual and correct survey thereof, the area shall be found to be less than 106 acres, exclusive of roads and lanes, then the parties of the first part are obligated to make up the deficiency by conveying an additional quantity of land next to and adjoining that already conveyed or reimburse said Edith V. Murphy for such deficiency in some other manner satisfactory to her.

7th. This agreement is signed in triplicate and one copy with the deed from Mrs. Murphy and her husband is to be deposited in escrow with the City National Bank of El Paso, Texas to be by said Bank delivered to the parties of the first part when and when only the said parties of the first part shall have fully complied with and performed each and all of their obligations as above set forth. And in the event said parties of the first part shall fail, refuse or make default in the performance of either of any of their said contracts, obligations and undertakings, then the said Edith V. Murphy shall have ^{and} the parties of the first part hereby acknowledge, grant, and give to said Edith V. Murphy, her heirs, legal representatives and assigns a lien upon the property conveyed to the parties of the first part to secure her against all and every loss, damage and injury whatsoever, suffered or to be suffered by her for or on account of any default or defaults of said parties of the first part.

8th. P.H. Bailey, one of the parties of the first part, being absent at the time of executing this agreement the same is, as to the said P.H. Bailey, executed for him by H.H. Bailey with the understanding that said P.H. Bailey upon his return to El Paso, will by subscribing his name hereto and acknowledgement hereof, ratify and confirm this agreement.

Witness our hands, in triplicate each copy to serve as an original, this date first above written. Possession of the El Paso property to be delivered at the expiration of thirty days from this date.

H.H. Bailey

P.H. Bailey,

By H.H. Bailey, Parties of the First
Part.

Edith V. Murphy,

Party of the Second part.

John H. Murphy.

THE STATE OF TEXAS,)

COUNTY OF EL PASO.)

BEFORE ME, A.S. Thurmond, a Notary Public in and for said County and State on this day personally appeared H.H. Bailey, known to me to be the person whose name is subscribed to the foregoing instrument of writing and who acknowledged to me that

341

he had signed and executed the same for himself and for P.H.Bailey for the purposes and consideration therein expressed. At the same time came and personally appeared before me Mrs. Edith V.Murphy and her husband John H.Murphy known to me to be the persons whose names are subscribed to the foregoing instrument of writing and who each, severally, acknowledged to me that they had signed and executed the same for the purposes and consideration therein expressed. And the said Edith V.Murphy being by me examined privily and apart from her husband and after having said instrument by me fully explained to her acknowledged the same to me to be her act and deed and she declared that she had willingly signed and executed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 20th day of Sept. 1910.

(Notarial seal)

A.S.Thurmond,
Notary Public in and for
El Paso Co. Texas.

THE STATE OF TEXAS,)
COUNTY OF EL PASO) Before me, _____ notary Public in and for said County and State

on this day personally appeared P.H.Bailey, known to me to be the person whose name is subscribed to the foregoing instrument of writing and who acknowledged to me that he had signed and executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this ___ day of ___ 1910.

(No Notarial seal)

Notary Public in and for
El Paso Co. Texas.

Filed for record July 24th, 1915 at 11 A.M.) E.B.McClintock, County Clerk.
And recorded July 26th, 1915 at 10 A.M.) By N.B. Mitchell Deputy.