

180 BOVEE, GEO. S. et. ux Minnie

WARRANTY DEED

065

R/W FRANKLIN DRAIN 50c-13-8

0023-00 ~~22~~-0958-00
L.-(58) TEXAS

1918-1920
RIO GRANDE

71

THE STATE OF TEXAS, }
COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS:

That we, Geo. S. Bovee and Minnie Bovee, husband and wife,

of the County of El Paso, State of Texas, in consideration of the sum of _____
One Hundred Seventy-five and No/100 (\$175.00) DOLLARS,

to ~~us~~ ^{us} in hand paid by the United States of America pursuant to the
Act of Congress of June 17, 1902 (32 Stat., 386), and acts amendatory
thereof or supplemental thereto,
the receipt of which is hereby acknowledged
have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said
the United States of America

of _____, all that certain
tract or parcel of land, lying in the County of El Paso and State of Texas and more particularly described as

follows: ~~tract of~~ ^{tract of} land approximately 1 1/2 miles southeast of the town of Socorro,
Texas, in the southwest quarter of the northwest quarter (SW 1/4) of
Section Twenty (20), Township Thirty-two (32) South, Range Seven (7)
East, United States Reclamation Service Survey, being also in the
Socorro Grant, and more particularly described as follows: Beginning
at the northeast corner of the tract of land herein described, which
is a point on the property line between land of Grantor herein and
George Buchanan, from which point the northwest corner of said Section
20 bears North 10°00' West, one thousand six hundred seven and two
tenths (1607.2) feet; thence South 27°13' East, one thousand one hundred
eighty-five and nine tenths (1185.9) feet to point on property line
between land of Grantor herein and G. Holguin; thence North 49°06' West,
one hundred seventy-seven (177.0) feet along said property line to a
corner; thence North 61°20' West, ninety-five and nine tenths (95.9)
feet along property line between land of Grantor herein and said
G. Holguin; thence North 27°13' West, eight hundred twenty and two tenths
(820.2) feet to point on property line between land of Grantor herein
and George Buchanan; thence North 17°17' East, one hundred seventy-one
and two tenths (171.2) feet along said property line to point of begin-
ning; said tract of land containing two and seventy-two hundredths (2.72)
acres, more or less

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and ap-
purtenances thereto in anywise belonging, unto the said the United States of America, its

SUCCESSORS OR

~~heirs~~ ^{our} and assigns forever; and we do hereby bind ourselves, our
heirs, executors and adminis-
trators, to Warrant and forever Defend, all and singular, the said premises unto the said the
United States of America, its successors or

~~heirs~~ ^{our} and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.
WITNESS our hand at El Paso, Texas, this 8th
September day of _____, A. D. 1912

Witnesses at Request of Grantor

U S Doc Rev Stamp 50 cents
affixed and cancelled.

Geo. S. Bovee

Minnie Bovee

Oklahoma
THE STATE OF ~~TEXAS~~
Muskogee
COUNTY OF ~~EL PASO~~

BEFORE ME, C. E. Pollardy,
Muskogee Oklahoma
Notary Public in and for ~~El Paso~~ County, ~~Texas~~, on this day personally appeared
Geo. S. Bovee

known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 11th day of September A. D. 1920
(SEAL)

My commission expires Feb 15 1924

Notary Public in and for Muskogee
County, Oklahoma.

THE STATE OF TEXAS,
COUNTY OF EL PASO.

BEFORE ME, Maude E. Healy,
Notary Public, in and for El Paso, County, Texas, on this day personally appeared
Minnie Bovee wife of Geo. S. Bovee

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said Minnie Bovee acknowledged such instrument to be her act and deed, and declared that she had willingly signed 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 September A. D. 1920
(SEAL) Maude E. Healy

My com exp June 1 1921

Notary Public in and for El Paso
County, Texas.

THE STATE OF TEXAS,
COUNTY OF EL PASO.

I, W D Greet Clerk of the County Court

of said County do hereby certify that the above instrument of writing, dated on the 8 day of September, A. D. 1920 with its certificate of authentication, was filed for record in my office this 16th day of March A. D. 1921, at 10:00 o'clock A M. and duly recorded the 22nd day of March A. D. 1921 at 1:30 o'clock P M. in the records of said County, in Volume 367 on pages 383

Witness my hand and the seal of the County Court of said County, at office in El Paso, Texas, the day and year last above written.

W D GREET

(SEAL)

Clerk, County Court.

By Florence C Rock, Deputy.

TO

WARRANTY DEED

Single and Wife's Separate Acknowledgment

Filed for record 191

at 10:00 o'clock A M.

Clerk, County Court, El Paso County, Tex.

By Florence C Rock

Deputy.

ELLIS BROS. PRINTING CO., EL PASO

RELEASE OF JUDGMENT LIEN.

State of Texas, County of Grayson:

Whereas, on the 30th day of April, A. D. 1917, plaintiff, Texas Nursery Company of Sherman, Texas, recovered judgment against George S. Bovee, defendant, in Justice Court, Precinct No. 1 in Grayson County, Texas, before Henry Wilson, a Justice of the Peace, in Cause No. 92844 on the docket of said court in Book Civil docket, page 261, for the sum of \$180.85, with interest thereon, together with all costs therein, and of which suit abstract of judgment was made and filed for record with the County Clerk of El Paso County, Texas, and recorded in the Judgment records thereof in Book 4 on page 285, said judgment thereby operating as a lien upon lands of the said defendant situated in the said El Paso County; and

* 5173

Whereas, By agreement dated May 24, 1919, between the United States of America and the said Geo. S. Bovee, joined therein by Minnie Bovee, his wife, the said last named parties agreed to convey a certain tract or parcel of land for drainage right of way for the Rio Grande Project of the United States Reclamation Service, free of all liens or incumbrances, which tract of land contains 2.72 acres, more or less, lying in El Paso County, Texas, being more fully described in the said agreement to convey, duly recorded in Deed Book 334, page 225, records of said last named county, to which reference is hereby made for the purposes of this release; and

Whereas, The said Texas Nursery Company, appreciating the value of the work of the United States Reclamation Service in the construction of the said drainage system and the improvement of the said described lands thereby, with the resulting additional security under the said lien, and not wishing to hinder said work, but wishing to facilitate it;

Now, Therefore, Know All Men By These Presents, That the said Texas Nursery Company, in consideration of the premises and Ten Dollars (\$10.00) to it in hand paid, the receipt of which is hereby acknowledged, does hereby release the said judgment lien unto the said Geo. S. Bovee, together with all rights or demands arising thereunder, and does hereby release, grant, and convey unto the said Geo. S. Bovee, all its right, title, and interest in and unto the said described tract of land containing 2.72 acres, arising out of the said lien or otherwise; hereby expressly reserving all rights under the said judgment and judgment lien, which have arisen or may arise against any other property whatsoever.

In Witness Whereof, The said Texas Nursery Company has caused this instrument to be signed by its Vice President, thereunto authorized by resolution by its Board of Directors, and affixed its seal, this, the 4th day of March, A. D. 1921.

Texas Nursery Co,
By O. C. Mayhew,
Its Vice President.

State of Texas, County of Grayson:

On this day, before me, a Notary Public in and for Grayson County, Texas, personally appeared CCMayer, to me well known, and acknowledged that the Texas Nursery Company of Sherman, Texas, by him, the said CCMayer, its Vice President, signed, sealed with its corporate seal, and delivered the foregoing deed for the purposes and considerations therein expressed.

Given under my hand and seal of office, this 4th day of March, A. D. 1921.

(SEAL)

A E Hall
Notary Public.
Grayson County Texas

TEXAS NURSERY COMPANY
INCORPORATED
CAPITAL \$250,000.00



SHERMAN, TEXAS, Mat 4 1921.

Mr. P. W. Dent,
El Paso, Texas.

Dear Sir:-

Enclosed we send you release as to the
2.72 acres belonging to Mr. Geo. S. Bovee, for
which we are to receive remittance of \$10.00.

Yours very truly,

Texas Nursery Company,
Collection Department.

A handwritten signature in cursive script, appearing to read 'W. H. Lawrence', written over the typed name of the Texas Nursery Company.

El Paso, Texas, April 22, 1921.

Mr. Geo. S. Bovee,
Clint, Texas.

Dear Sir:

Inclosed is tax receipt for \$86.06, showing taxes and penalties, 1920, which is the amount paid by the Reclamation Service and deducted from voucher which has been turned over to our fiscal agent for final settlement on Franklin drain right of way purchase. Check will be sent care Mr. Cooley, in accordance with the understanding had when he signed the release.

Very truly yours,

P W DENT

District Counsel.

incl.

El Paso, Texas, March 14, 1921.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is release
of judgment dated March 4, 1921, running from Texas Nursery
Company to Geo. S. Bovee.

Very truly yours,

P W DEHT

District Counsel.

incl.

El Paso, Texas, March 14, 1921.

Pioneer Abstract and Guarantee Title Company,

El Paso, Texas.

Gentlemen:

Transmitted herewith is release of the Texas Nursery Company judgment which was obtained in Grayson County. There is also inclosed a letter of transmittal to the county clerk for recordation of the release. With this release filed for record, I believe the Bovee title will be in condition satisfactory for title certificate to issue.

Reference is had to my letter of October 5, 1920, in this connection.

Very truly yours,

P W DENT

District Counsel.

incls.

El Paso, Texas, March 14, 1921.

Texas Nursery Company,

Sherman, Texas.

Gentlemen:

Receipt is acknowledged of your letter of the 4th instant, together with the Bovee release of judgment. This mail did not reach me until last Saturday, for the reason that it was addressed without house number or official designation.

Mr. Bovee's check for \$10 to your order is inclosed herewith.

Thanking you for your courtesy in this connection,

Very truly yours,

P W DENT

incl.

District Counsel.

POSSESSORY CERTIFICATE

Rio Grande Project,
El Paso, Texas, June 2, 1919.

I, Geo. W. Hoadley, Field Assistant, United States Reclamation Service, certify that I have personally examined the land sought to be acquired by the United States from Geo. S. Bovee and Minnie Bovee in the SW $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 20, T. 32 S., R. 7 E., U.S.R.S. Survey, containing 2.72 acres, more or less, County of El Paso, State of Texas, for the Rio Grande project, and that the said proposed vendors were in actual, sole, and exclusive possession of the land, claiming to be the owners thereof and no person claiming a right in such land adverse to the vendors is in possession of any part of it.

Geo. W. Hoadley

Field Assistant.

State of Texas,

County of El Paso:

Before me, the undersigned authority, this day personally came and appeared Geo. S. Bovee, to me well known, and who, after being by me duly sworn, did depose and say:

That he is over twenty-one years of age; that his post-office address is Clint, Texas; that he is the same party who executed a contract with the United States of America dated May 24, 1919, agreeing to convey to the United States a certain right of way containing 2.72 acres of land, more or less, in the southwest quarter of the northwest quarter of sec. 20, T. 32 S., R. 7 E., U. S. Reclamation Service survey, Socorro Grant, El Paso County, Texas, and in said contract more fully described; and that prior to and including the date of said contract, for a period of ten years, he, affiant, held actual, peaceable, adverse, continuous, exclusive, and hostile possession of the tract of land of which the said described right of way agreed to be conveyed to the United States is a part, under title and by duly registered deed, cultivating, using, and enjoying the said entire tract and paying all taxes thereon each and every year during said period of possession, and having the said entire tract of land during all of said period of time under fence and thereby segregated from all adjoining lands.

GEO S BOVEE

Sworn to and subscribed before me this 9th day
of April, A. D. 1921.

(SEAL)

My com. exp.
June 1, 1921.

Geo W Woodley
Notary Public in and
for El Paso County, Texas.

THIS IS TO CERTIFY, In regard to a tract of land containing 2.72 acres of land, more or less, purchased from Geo. S. Bovee et ux. under agreement to sell with these parties dated May 24, 1919, and the title guaranty issued in connection therewith dated March 16, 1921:

That the tax certificate contained in the said title guaranty refers to the land a portion of which has been acquired by the United States under the said described agreement to sell; that taxes, including interest, penalties, and costs, for the year 1920, were paid under date of April 9, 1921, as noted on the said tax statement by a supplemental memorandum by deputy tax collector; and as to taxes for the year 1921, which taxes were not assessed at the date of the recordation of the warranty deed conveying title to the United States, decision by the Secretary of the Interior dated April 25, 1910 (D-11479), which is a letter to the Director of the Reclamation Service, holds that, as to the United States, which is a party exempt from taxation by State authority, "if property is acquired while the proceedings are in fieri by one exempt from taxation, the taxing proceeding is arrested, and a tax, though subsequently levied, is not a lien effectual against the title."

El Paso, Texas,
April 24, 1921.

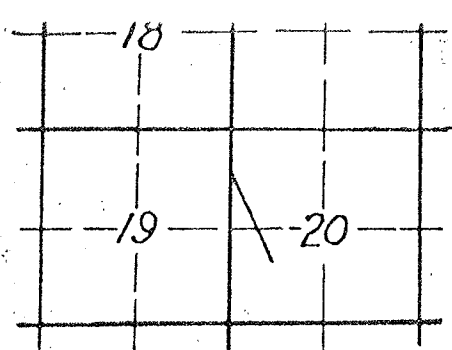
F. W. DENT

District Counsel.

Inclosures with this land purchase are as follows:

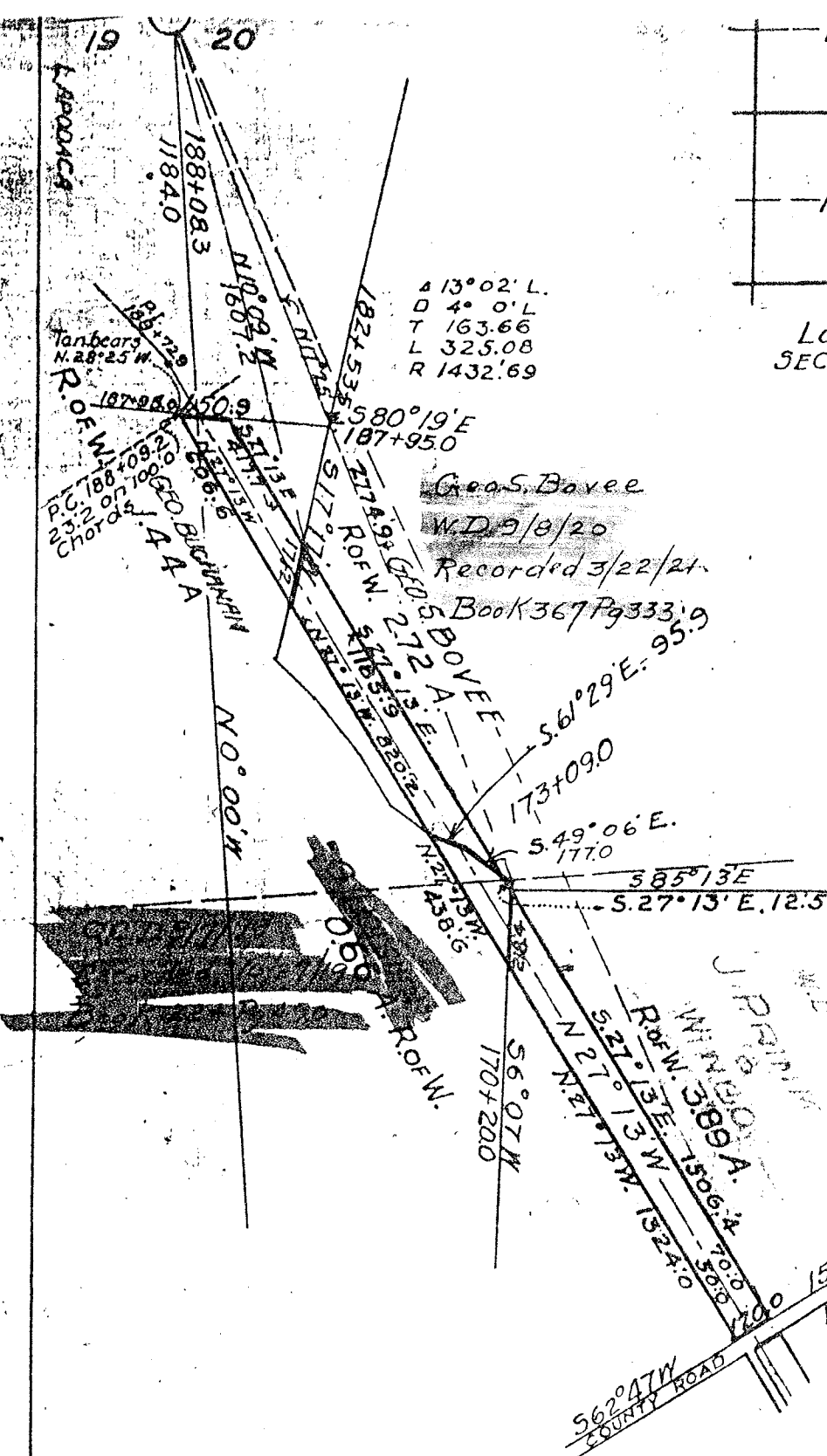
- Orig. agreement to sell.
- Warranty deed and 1 copy, with 2 blueprints.
- Title guaranty, including tax statement.
- Orig. and 1 copy affidavit by landowner as to possession.
- Orig. and 1 copy possessory certificate.
- 1 extra copy above certificate.

(Reference is made to letter March 26, 1920, from Dr. to C. of C., in regard to land purchase from J. W. Johnson, Rio Grande project; reference is also made to letter May 1, 1920, Asst. to Dr. to P.M. El Paso; subject: "Acquisition of lands, etc., agreement with Jose Maria Provencion contract April 13, 1920 - Rio Grande project," with regard to striking out par. 2 of agreement to sell, but non-inclusion of authorized clause as to United States paying for title guaranty, the interpretation of the contract being that, in lieu of abstracting the United States would pay for title certificate. This agreement was made prior to authorization for special clause as to title guaranties.)



Location Plot
 SECS. 19 & 20 - T. 32 S., R. 7 E.
 U.S. R. S. SURVEY
 "SOCORRO GRANT"

N



Δ 13° 02' L.
 D 4° 0' L.
 T 163.66
 L 325.08
 R 1432.69

Geo. S. Bovee
 W.D. 9/8/20
 Recorded 3/22/21
 Book 367 Pg 333, 9

J. P. RICHMOND
 W.D. 10/10/20

No. 7

Scale 1" = 500'

DEPARTMENT OF THE INTERIOR
 UNITED STATES RECLAMATION SERVICE
 RIO GRANDE PROJECT - NM-TEX.
 EL PASO VALLEY DRAINAGE
 FRANKLIN DRAIN
 RIGHT OF WAY.

1253-103 EL PASO, NOV 1918

CERTIFICATE

I HEREBY CERTIFY That the land described in agreement to sell dated May 24, 1919, with Geo. S. Bovee and Minnie Bovee is required for purposes authorized by the Act of Congress dated June 17, 1902 (32 Stat., 388), namely, as right of way for the Franklin Drain, a part of the Rio Grande Project; that the consideration to be paid thereunder, \$175.00, is reasonable and the lowest that could be obtained, and I recommend that the contract be approved.

L.R. Lawson

Project Manager.

El Paso, Texas,

June 2, 1919.

6. State how much of the land is under cultivation, to what kinds of crops, with area of each crop cultivated, and how much is not cultivated, but is capable of being brought under cultivation, as well as the general character of such land; also the condition and kind of improvements, if any. Give a detailed estimate of the value of all important improvements of the land, such as buildings; also the amounts and values of the several classes of land.

Land in cultivation

7. If any portion of the land is irrigated, state what water rights go with the land and how much of the cultivated and how much of the uncultivated land is capable of irrigation.

All of the land is capable of irrigation under Rio Grande project.

8. State the selling price of similar land in the vicinity.

\$125.00 to \$150.00 per acre

9. State fully any other matters relative to the land or to the purchase that may be of interest to the Government, especially concerning possible injury or benefit to other portions of this tract.

Drain will be of general benefit to community.

The above is a correct statement of the information procured.

Dated **June 2, 1919**

191

(Signature) **Geo. W. Hoadley**

(Title) **Field Assistant.**

In Charge of Negotiations.

Approved:

L. M. Lawson

Project Manager.

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made **May 24,** 191**9**, with
Geo. S. Bovee and Minnie Bovee

for the purchase of land required for **Franklin Drain**
purposes, **Rio Grande** Project, **El Paso**
County, **Texas.**

1. State description and approximate area of land to be conveyed. ^{acres} **2.72** in the SW $\frac{1}{4}$ NW $\frac{1}{4}$
Sec. 20, T. 32 S., R. 7 E., U.S.R.S. Survey.

2. State nature, number, and date of entry by which it was acquired under public land laws, also date of final certificate and patent, if such have been issued.

**Land in Texas-No U.S. Public lands in this State-
Mexican Grant.**

3. State names of the owners, post-office addresses, and county and State of residence. Give names of wives and husbands; if unmarried, widow, or widower, so state.

**Geo. S. Bovee, c/o U.S. Ordnance Dept., T.A. Gillespie Loading Co.
Agent, South Amboy, New Jersey.**

Minnie Bovee (Wife), South Amboy, New Jersey.

4. State who is in possession of the premises to be conveyed, or of any part thereof, and if a tenant, give his name and post-office address. If the land is held under a lease, state the general terms of the lease, and the date when the tenant is to give up possession.

Owners in possession - no leases

5. Also state whether land is subject to right of way by virtue of contract with water users' association or other agreement.

Land is subject to right of way by virtue of stock subscription contract between landowners and water users' association-grant of right of way not being invoked.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the day and year first above written.

Witnesses: The vendors expressly warrant that they have employed no third person to solicit or obtain this contract in their behalf, or to cause or to procure the same to be obtained upon compensation in any way contingent, in whole or in part upon such procurement; and that they have not paid, or promised or agreed to pay to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by them hereunder; and that they have not, in estimating the contract price demanded by them, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to them hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. They further agree that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the United States, and that the United States may retain to its own use from any sums due or to become due thereunder an amount equal to any brokerage, commission, or percentage so paid or agreed to be paid. Provided, however, it is understood that this covenant does not apply to the selling of goods thru a bona fide commercial representative employed by the vendors in the regular course of their business in dealing with customers other than the Government and whose compensation is paid, in whole or in part, by commissions on sales made, nor to the selling of goods thru established commercial or selling agents or agencies regularly engaged in selling such goods.

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~~2. In consideration of the premises the vendor further agrees upon receipt of notice that this agreement has been approved by the Comptroller or Director of the Reclamation Service to furnish promptly, at his own expense, an abstract of title which shall later be extended to include any instruments subsequently recorded in connection herewith and also the record of the conveyance made pursuant to this agreement: *Provided*, That if the vendor fails or refuses to furnish proper abstract of title within sixty days after notice that this agreement has been approved, or if within such period written request be made by the vendor, such abstract may be procured by the United States at the expense of the vendor and the cost thereof deducted from the purchase price.~~

3. The vendor further agrees to procure and have recorded at his own cost all assurances of title and affidavits which he may be advised by the proper Government officials are necessary and proper to show complete title in fee simple unincumbered, and the time spent in procuring, recording and transmitting the same to the officer acting on behalf of the United States (and in furnishing or securing abstract of title) shall be added to the time limit of this agreement.

4. And for the same consideration the vendor agrees to execute and deliver, upon demand of the proper officer of the United States at any time within the continuance of this agreement, a good and sufficient deed of warranty conveying to the United States good title to said premises free of lien or incumbrance.

5. In consideration whereof, the United States agrees that it will purchase said property on the terms herein expressed, and upon execution and delivery of such deed and the signing of the usual Government vouchers therefor, and their further approval by the proper Government officials, it will cause to be paid to the vendor as full purchase price and full payment for all damages for entry upon the above-described land and the construction, operation and maintenance of reclamation works under said act, the sum of

-----**One hundred seventy-five and no/100 (\$175.00)**-----

----- dollars, by U. S. Treasury warrant or disbursing officer's check.

6. Liens or incumbrances existing against said premises may, at the option of the United States, be removed at the time of conveyance by reserving the amount necessary from the purchase price and discharging the same with the money so reserved, but this provision shall not be construed to authorize the incurrence of any lien or incumbrance as against this agreement, nor as an assumption of the same by the United States.

7. It is agreed that the vendor may retain possession of said premises until

May 24, 1919

notwithstanding earlier delivery of the deed as

May 24, 1919

herein provided, and may harvest and retain the crops thereon until; except that the proper officers and agents of the United States may at all times have unrestricted access to survey for and construct reclamation works, telephone and electrical transmission lines, and other structures, and appliances incident to said reclamation works, pursuant to said act of Congress, free of any claim for damage or compensation on the part of the vendor.

8. This agreement shall become effective to bind the United States to purchase said premises immediately upon its approval as above specified, and shall terminate by limitation at the expiration

twenty-four

of months from its date, unless extended as above provided, and shall inure to the benefit of and be binding upon the heirs and assigns of the vendor, and also the assigns of the United States.

9. No Member of or Delegate to Congress, or Resident Commissioner, after his election or appointment or either before or after he has qualified and during his continuance in office, and no officer, agent or employee of the Government, shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company, as provided in Section 116 of the Act of Congress approved March 4, 1909 (35 Stat., 1109).

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Project Manager

Approved May 27, 1910, by the Secretary of the Interior.

Form 7-276 12-11

THIS AGREEMENT, made this the 24th day of May

nineteen hundred and nineteen, between Geo. S. Bovee

and Minnie Bovee, his wife, of Middlesex

County, New Jersey, for themselves, their heirs, legal representatives, and assigns, hereinafter styled the vendor, and The United States of America and its assigns by

- - - L.M. LAWSON, Project Manager - - - United States Reclamation Service, thereunto duly authorized by the Secretary of the Interior, pursuant to the act of June 17, 1902 (32 Stat., 388).

WITNESSETH:

1. The vendor in consideration of the benefits to be hereafter derived from the construction of irrigation works through, upon, or in the vicinity of the lands hereinafter described, of the promises and covenants of the United States herein contained, and of the payment to the vendor by the United States of the sum of one (\$1.00) dollar, the receipt whereof is hereby acknowledged, does hereby agree, upon the terms and conditions hereinafter stipulated, to sell and by good and sufficient deed to convey to the United States of America the following-described real estate and property situated in

El Paso Texas

the county of State of, to wit:

A tract of land approximately 1 1/2 miles southeast of the town of Socorro, Texas, in the southwest quarter of the northwest quarter (SW 1/4 NW 1/4) of Section Twenty (20), Township Thirty-two (32) South, Range Seven (7) East, United States Reclamation Service survey, being also in the Socorro Grant, and more particularly described as follows: Beginning at the northeast corner of the tract of land herein described, which is a point on the property line between land of vendor herein and George Buchanan, from which point the northwest corner of said Section 20 bears North 10°09' West, one thousand six hundred seven and two tenths (1607.2) feet; thence South 27°13' East, one thousand one hundred eighty-five and nine tenths (1185.9) feet to point on property line between land of vendor herein and G. Holguin; thence North 49°06' West, one hundred seventy-seven (177.0) feet along said property line to a corner; thence North 61°29' West, ninety-five and nine tenths (95.9) feet along property line between land of vendor herein and said G. Holguin; thence North 27°13' West, eight hundred twenty and two tenths (820.2) feet to point on property line between land of vendor herein and George Buchanan; thence North 17°17' East, one hundred seventy-one and two tenths (171.2) feet along said property line to point of beginning; said tract of land containing two and seventy-two hundredths (2.72) acres, more or less.

conveys to Engineering Data A.C.D.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, AUG 7 - 1919, 19

Project Manager to the Director and Chief Engineer (through Chief of Construction).

Subject: Forwarding contract for approval.

Agreement dated May 24, 1919. Nio Grande Project

Executed on behalf of U. S. by L.H. Lawson, Project Manager.

With Geo. B. Bovee and Minnie Bovee, husband and wife
Estimated amount involved, \$ 275.00 Authority No. _____
or clearing acct. 6300

~~Accompanied by bond and two copies.~~
(Strike out if no bond transmitted.)

Purpose:
(See instructions on back.)

Purchase of right of way for Franklin Drain

Inclosures listed on reverse. (See Par. 5.)

Advise Chief of Construction, Denver, Colo., and Project Manager

at El Paso, Texas and District Council

at El Paso, Texas. of the approval of the above

Encls: Orig. & 3 copies contract,
Orig. & 1 copy cert. of recommendation
Orig. & 1 copy report on land agreement,
Two blueprints. Certificate as to delay in forwarding.
L.H. Lawson
Project Manager.

Denver, Colo., August 12, 1919.

It is recommended that the above-described contract be approved.

Inclosures:
Orig. & 3 copies of Form letter,
" " " " contract,
" " " " cert. covering delay,
" " " " of necessity,
" " " " report on land agreement,
1 Blueprint, No. 7.

F. E. Weymouth.
Chief of Construction.

G-4533

Washington, D. C., AUG 28 1919

Contract (and bond, if any,) was approved by MR. E. J. ...
Assistant to the Director

on AUG 28 1919

AUG 16 '19 1663

I hereby certify that the contract with Geo. S. Bovee and wife, dated May 24, 1919, for purchase of land, was unavoidably delayed in forwarding for approval of the Department on account of time necessarily consumed with the contractors in regard to land title. These parties reside in New Jersey.

L M LAYTON

Project Manager.

El Paso, Texas,
August 7, 1919.

CFH:MEF

El Paso, Tex.
Sept. 22, 1919.

County Clerk for El Paso County,
El Paso, Tex.

Dear Sir:

Transmitted herewith for official record is
Agreement to Sell between Geo. S. Bovee and wife
and the United States, dated ~~July 12, 1919~~ *May 24-19*

Very Truly yours,

C. F. Harvey

Asst. District Counsel.

Enc.

El Paso, Texas, August 31, 1919.

Pioneer Abstract and Guarantee Title Company,

El Paso, Texas.

Gentlemen:

You are advised that we have received approval of the contract to convey land made with George S. Bovee, which was the subject of our letter of July 18. With that letter we inclosed application for title certificate and blueprint describing the land. The consideration to be paid by the Reclamation Service is \$125.00.

We understand that you will get the abstract of title covering this land, which is now held by the Stewart people.

Kindly advise if you find title good in the Government grantor, when warranty deed will be executed and recorded.

Very truly yours,

C F HARVEY

Asst. District Counsel.

El Paso, Texas, August 25, 1919.

From District Counsel

To Director and Chief Engineer, Washington.

Subject: Contract with Geo. S. Bovee and wife, dated May
24, 1919, for purchase of land - Rio Grande project.

1. The above described contract was forwarded with form letter of transmittal dated August 7, 1919.
2. To date we have not received approval of this contract, or other comment, and we ask that the agreement be locked up, in order that this office may proceed with the necessary title matters and close the transaction.

P W DENT CFH

Copy to P. M. El Paso.
C. C. Denver.

El Paso, Texas, July 18, 1919.

Pioneer Abstract and Guaranty Title Company,
First National Bank Building,
El Paso, Texas.

Gentlemen:

Inclosed herewith is application for title certificate on George S. Bovee property, together with plat showing the exact tract of land to be covered.

We understand that an abstract of title for this land is in existence and is now held by the Stewart people. This abstract was prepared by that company and upon same they have issued their title guaranty. We are not in a position to secure the abstract for your use, but you may be able to accomplish this, or otherwise pass upon the present condition of the title.

We believe there will be no difficulty to get the Pacific Mutual Life Insurance Company, who have a loan out on this land, to release as to the right of way which constitutes the parcel of land for which the Government wishes your title certificate.

Kindly give us your advance opinion on this matter as soon as possible, as we are holding up our papers in this office until we hear from you.

Thanking you, we are,

Very truly yours,

C F HARVEY

Assistant District Counsel.

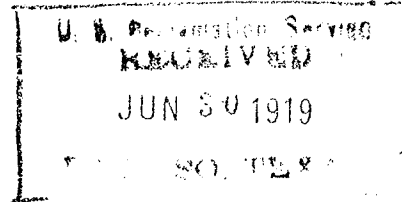
2 incls.

MORGAN GENERAL ORDNANCE DEPOT
SOUTH AMBOY, NEW JERSEY

IN REPLY PLEASE REFER TO

NO. _____

IT WILL BE APPRECIATED IF
EACH OF YOUR LETTERS TO US IS
ACCOMPANIED BY A CARBON COPY



FREIGHT SHOULD BE BILLED
"FINAL CARRIER P. A. R."

6/24/19

Mr. L. W. Lawson
Project Manager,
El Paso, Texas.

Dear Sir:-

Please advise if you received
agreement mailed you several weeks
past covering right of way for
Franklin train thru my land.

Very truly yours,
Geo. S. Brown

Recd 5/29/19

35137
EXEMPT

Partials
RELEASE UNDER
X Deed of Trust.

City Natl. Bank
Wm. H. Burger Trustee
Geo. S. Fowles TO

State of _____ ss:
County of _____

I hereby certify that this instrument was

filed for record on the
day FILED FOR RECORD 1921
at _____ o'clock _____ M. and duly

Recorded in book
page _____ W. D. GREET COUNTY CLERK
of the _____ County of _____ and
Deputy
By *Julia C. ...* Deputy
notaries of said county.

County Clerk and Ex-officio Recorder.

Deputy.

9/20/20 Fees, \$ 367.329 due

the said Wm. H. Burges, Trustee, has signed, and
IN TESTIMONY WHEREOF, the said City National Bank of El Paso, Texas

~~and Wm. H. Burges, Trustee~~

has caused this instrument to be signed by its President

thereunto authorized by a resolution of the Board of Directors, and affixed its seal hereunto, this, the

20th day of September, A. D. 1920.

attest:
[Signature]
Notary Public

City National Bank of El Paso, Texas
by W. Stewart, President
[Signature]
President

Signed, sealed, and delivered in the presence of—

STATE OF Texas
COUNTY OF El Paso } ss.

On this 20th day of September, 1920

before me personally appeared U. S. Stewart, known to me
to be the person whose name is subscribed to the foregoing instru-
ment, to me known, and acknowledged ~~that~~
to me that the City National Bank of El Paso, Texas

by him its President, signed, sealed with its corporate seal, and delivered the foregoing
instrument for the purposes and considerations therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year
in this certificate first above written.

My commission expires

June 1st 1921

Wanda E. Kelly
Notary Public,
El Paso County,
Texas

the said Wm. H. Burges, Trustee, has signed, and
IN TESTIMONY WHEREOF, the said City National Bank of El Paso, Texas

~~and Wm. H. Burges, Trustee~~

has caused this instrument to be signed by its

President

thereunto authorized by a resolution of the Board of Directors, and affixed its seal hereunto, this, the

20th day of *September*, A. D. 1920.

attest.

[Signature]
Notary Public

City National Bank of El Paso, Texas
by Matthew J. [Signature]

[Signature]
Trustee

Signed, sealed, and delivered in the presence of—

The State of Texas, County of El Paso:

Before me, Hamilton A. Dismore, Notary Public, on
this day personally appeared Wm. H. Burges, known to me to be
the person whose name is subscribed to the foregoing instrument,
and acknowledged to me that he executed the same for the pur-
poses and consideration and in the capacity therein expressed.

Given under my hand and seal of office this 6th
day of October, A. D. 1920.

(SEAL)

Hamilton A. Dismore

My com. exp. June 1, 1921. Notary Public in and for
El Paso County, Texas.

the said Wm. H. Burges, Trustee, has signed, and
IN TESTIMONY WHEREOF, the said City National Bank of El Paso, Texas

~~and Wm. H. Burges, Trustee~~

has caused this instrument to be signed by its President

thereunto authorized by a resolution of the Board of Directors, and affixed its seal hereunto, this, the

20th day of September, A. D. 1920.

attest
[Signature]
Notary Public

City National Bank of El Paso, Texas
by U.S. Stewart, President
[Signature]
President

Signed, sealed, and delivered in the presence of—

STATE OF TEXAS:
COUNTY OF EL PASO:

Before me the undersigned authority, a notary public in and for the said County and State, on this day personally appeared U.S. Stewart President of the City National Bank, a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act of the City National Bank and that he executed the same as the act of such corporation for the purposes and consideration therein expressed and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 20th DAY OF September A. D. 1920.

[Signature]
NOTARY PUBLIC IN AND FOR THE
COUNTY OF EL PASO, STATE OF TEXAS.

AND WHEREAS, by agreement dated May 24, 1919, between the United States of America and the said Geo. S. Bovee and Minnie Bovee, his wife

the said Geo. S. Bovee

agreed to convey a certain tract or parcel of land for a canal right of way for the Rio Grande Project

free of all existing liens or encumbrances, which land is described as follows:

A tract of land in the County of El Paso and State of Texas approximately $1\frac{1}{2}$ miles southeast of the town of Socorro, Texas, in the southwest quarter of the northwest quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Twenty (20), Township Thirty-two (32) South, Range Seven (7) East, U. S. Reclamation Service Survey, being also in the Socorro Grant, and more particularly described as follows: Beginning at the northeast corner of the tract of land herein described, which is a point on the property line between land of Grantor herein and George Buchanan, from which point the northwest corner of said Section 20 bears North 10°09' West, 1607.2 feet; thence South 27°13' East, 1185.9 feet to point on property line between land of Grantor herein and G. Holguin; thence North 49°06' West, 177.0 feet along said property line to a corner; thence North 61°29' West, 95.9 feet along property line between land of Grantor herein and said G. Holguin; thence North 27°13' West, 820.2 feet to point on property line between land of Grantor herein and George Buchanan; thence North 17°17' East, 171.2 feet along said property line to point of beginning; said tract of land containing two and seventy-two hundredths (2.72) acres, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That the City National

Bank of El Paso, Texas, and Wm. H. Burges, Trustee,

for and in consideration of the premises and of One Dollar (\$1.00) to them in hand paid, the

receipt whereof is hereby acknowledged, do ^{es} hereby remise, set over, release, and reconvey unto the

said Geo. S. Bovee

his heirs and assigns, all and singular, the property and premises herein last above described,

forever free and quit of the above named encumbrance, expressly reserving, however, all rights under

the deed of trust against all the remaining described land in the same manner and effect

as if this release had never been executed.

RELEASE UNDER DEED OF TRUST.

STATE OF Texas

COUNTY OF El Paso

WHEREAS, on the 8th day of November, A. D. 1918,

Geo. S. Bovee

of Clint

County of El Paso, State of Texas, did execute,

acknowledge, and deliver to Rio Grande Valley Bank and Trust Company,

beneficiary, with Wm. H. Burges named as Trustee,

of El Paso, County of El Paso

State of Texas, a certain deed of trust

duly recorded in the records of El Paso County, Texas

in Book _____, page _____, all that certain tract or parcel of land, lying and being

in the County of El Paso, in the State of Texas,

described as follows, to-wit:

Two (2) tracts of land, among other lands, said two tracts containing 17.34 and 5.2 acres, respectively and being more fully described in a deed dated April 27, 1909, running from Filaberta R. de Armendariz to the said Geo. S. Bovee, duly recorded in the records of El Paso County, Texas, in Book 138, page 278, to which deed reference is made for the purposes of this release;

AND WHEREAS, since the execution of the said deed of trust the said Rio Grande Valley Bank & Trust Co. has been merged in the City National Bank of El Paso, Texas, the latter bank thereby having acquired, among other assets, full interest in the said deed of trust;

THE CITY NATIONAL BANK

EL PASO, TEXAS

W. COOLEY, VICE PRESIDENT

Sept. 20, 1920.

Mr. P. W. Dent, District Counsel,
U.S. Reclamation Service,
El Paso, Texas.

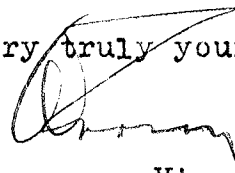
Dear Sir:-

Referring to your letter of July 27th addressed to Geo. S. Bovee, Clint, Texas, I am pleased to hand you herewith conveyance from Geo. S. Bovee and wife covering right-of-way for drainage canal through the Bovee farm, a stated consideration in which is \$175.00; also release of the same, executed by City National Bank on account of a mortgage formerly held by Rio Grande Valley Bank & Trust Co. I am enclosing also letter from Pacific Mutual Life Insurance Company, stating that before the releasing of this tract from the mortgage which they now hold, they would like a verified plat of the tract for their files. Will you kindly forward such plat direct to the Insurance Company, who will then execute and deliver the necessary releases.

In this connection we have yet to secure a release from Texas Nursery Company, who secured a judgment against Geo. S. Bovee in April, 1917. I do not know where to reach these people, but I have personal knowledge that this matter was settled long ago, and inasmuch as the remainder of Mr. Bovee's farm would be ample to protect such judgment, I trust you can waive the requirement of this release. If not, please advise me and I will make effort to secure its execution.

I am, Sir,

Very truly yours,



Vice-President.

WC:H

Enc.

CONFIDENTIAL

35138
INDEXED

RELEASE UNDER

✓
GEORGE I. COCHRAN, Trustee
Spafix Mutual Life Ins. Co.

TO
GEO. S. BOYER

State of _____
County of _____ } ss:

I hereby certify that this instrument was

filed for record on the

day of APRIL 1951
March 16 1951
at W.D. GREET of the County of DeKalb and
recorded by W.D. GREET Deputy
County Clerk of the County of DeKalb and
By William Greer Deputy
of the County of DeKalb and
Mortgages of said county.

County Clerk and Ex-officio Recorder.

Deputy.

Fees, \$

9/27/50

367/331

due

TESTIMONY WHEREOF, the said George I. Cochran, Trustee, has sub-
scribed his name, and the said ^{The} Pacific Mutual Life Insurance Company
of California
has caused this instrument to be signed by its proper officers
authorized by a resolution of the Board of Directors, and affixed its seal hereunto, this, the
27th day of September, A. D. 1917.

George I. Cochran
TRUSTEE

THE PACIFIC MUTUAL LIFE INSURANCE
COMPANY OF CALIFORNIA

BY *[Signature]*
Vice-President

BY *[Signature]*
Asst. Secretary

Signed, sealed, and delivered in the presence of—

STATE OF _____
COUNTY OF _____ ss.

On this _____ day of _____, 1917,
before me personally appeared _____

_____ to me known, and acknowledged that the
_____ by him its _____, signed, sealed with its corporate seal, and delivered the foregoing
instrument for the purposes and considerations therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year
of this certificate first above written.

Notary Public.

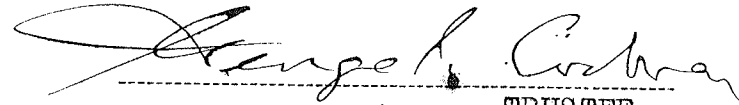
My commission expires _____

IN TESTIMONY WHEREOF, the said George I. Cochran, Trustee, has sub-
scribed his name, and the said ^{The} Pacific Mutual Life Insurance Company
of California

has caused this instrument to be signed by its proper officers

thereunto authorized by a resolution of the Board of Directors, and affixed its seal hereunto, this, the

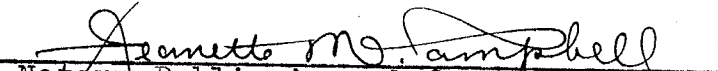
27th day of September, A. D. 1920.


TRUSTEE

STATE OF CALIFORNIA)
County of Los Angeles) ss:

Before me, the undersigned authority, on this day personally
appeared GEORGE I. COCHRAN, known to me to be the person whose
name is subscribed to the foregoing instrument as Trustee, and
acknowledged to me that he executed the same for the purposes
and consideration therein expressed, and in the capacity therein
designated.

GIVEN under my hand and seal of office this the 27th day of
September, 1920.

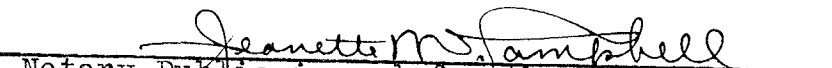

Notary Public in and for Los Angeles
County, State of California

My Commission expires Aug. 30, 1923.

STATE OF CALIFORNIA)
County of Los Angeles) ss:

Before me Jeannette M. Campbell a Notary Public in and for
Los Angeles County, State of California, on this day personally
appeared C. J. W. Moore and S. F. McClung
Vice-President and Assistant Secretary respectively of THE PACIFIC
MUTUAL LIFE INSURANCE COMPANY OF CALIFORNIA, both known to me to
be the persons whose names are subscribed to the foregoing instru-
ment, and acknowledged to me that they executed the same for the
purposes and consideration therein expressed, and in the capacity
therein named.

GIVEN under my hand and seal of office this 27th day of Sep-
tember, 1920.


Notary Public in and for the County of Los
Angeles, State of California

My Commission expires Aug. 30, 1923.

THE CITY NATIONAL BANK

EL PASO, TEXAS

W. COOLEY, VICE PRESIDENT

Oct. 2, 1920.

Mr. P. W. Dent, District Counsel,
U.S. Reclamation Service,
El Paso, Texas.

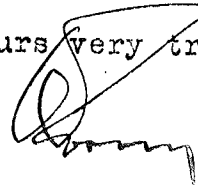
Dear Sir:-

Further referring to the matter of drainage right-of-way across the farm of Geo. S. Bovee, I am pleased to enclose herewith release from the Pacific Mutual Life Insurance Company, who hold a mortgage on the said farm.

I believe this is the last document required, except release from the Texas Nursery Company, who appear to have a judgment against Bovee, and I am hoping you may ^{waive} requirement of that release in order that settlement may be made with Mr. Bovee, who has agreed to pay to the Pacific Mutual Life Insurance Co. the amount received for the drainage right-of-way. When ready, I will appreciate your mailing a check to Mr. Bovee in my care, and I will secure his endorsement and forward the check, as agreed.

Awaiting your further favors, I am,

Yours very truly,



Vice-President.

WC:H

Enc.

Oct. 15 - 20

Pioneer Abstract and Guarantee Title Company,

El Paso, Texas.

Gentlemen:

Inclosed are two releases, one by the Pacific Mutual Life Insurance Company and the other by City National Bank, relating to land held by Geo. S. Bovee, the latter release to be executed also by Wm. H. Burges, Trustee. In regard to release which was to be secured from the Texas Nursery Company as to the judgment which this company obtained in Grayson County, it is our understanding that you will communicate with the proper officials of that county to ascertain the condition of the lien with reference to execution obtained or not obtained under the judgment, and that if you are satisfied with the record in the case, title certificate may issue. We trust the record will prove to be satisfactory in this respect, and assure you of our appreciation of your efforts, both in this matter and in having Mr. Burges sign the release noted above.

Warranty deed running from Geo. S. Bovee et ux. to the United States is also inclosed, together with letter of transmittal to the county clerk.

Application for this certificate was forwarded with our letter of July 18, 1919.

Very truly yours,

P W DENT

District Counsel.

incls.

El Paso, Texas, October 5, 1920.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith are instruments for record,
as follows:

Release dated Sept. 20, 1920, running from City
National Bank to Geo. S. Bovee.

Release dated Sept. 27, 1920, running from The
Pacific Mutual Life Insurance Company to Geo. S. Bovee.

Warranty deed dated September 8, 1920, running from
Geo. S. Bovee et ux. to the United States.

Very truly yours,

P W DENT

District Counsel.

incls.

RELEASE UNDER DEED OF TRUST

STATE OF Texas
COUNTY OF El Paso

WHEREAS, on the 27th day of January, A. D. 1917,
Geo. S. Bovee

of Clint
County of El Paso, State of Texas, did execute,

acknowledge, and deliver to George I. Cochran, trustee for The Pacific
Mutual Life Insurance Company, of California, beneficiary,

of Los Angeles, County of Los Angeles

State of California, a certain deed of Trust

duly recorded in the records of El Paso County, Texas

in Book 109, page 129, all that certain tract or parcel of land, lying and being

in the County of El Paso, in the State of Texas.

described as follows, to-wit:

Two (2) tracts of land, among other lands, said two tracts containing 17.34 and 5.2 acres, respectively, and being more fully described in a deed dated April 27, 1909, running from Filaberta R. de Armendariz to the said Geo. S. Bovee, duly recorded in the records of El Paso County, Texas, in Book 138, page 278, to which deed reference is made for the purposes of this release;

AND WHEREAS, by agreement dated May 24, 1919, between the United States of America and the said Geo S. Bovee and Minnie Bovee, his wife the said Geo. S. Bovee

agreed to convey a certain tract or parcel of land for a canal right of way for the Rio Grande Project free of all existing liens or encumbrances, which land is described as follows:

A tract of land in the County of El Paso and State of Texas approximately $1\frac{1}{2}$ miles southeast of the town of Socorro, Texas, in the southwest quarter of the northwest quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section Twenty (20), Township Thirty-two (32) South, Range Seven (7) East, U. S. Reclamation Service survey, being also in the Socorro Grant, and more particularly described as follows: Beginning at the northeast corner of the tract of land herein described, which is a point on the property line between land of Grantor herein and George Buchanan, from which point the northwest corner of said Section 20 bears North 10°09' West, 1607.2 feet; thence South 27°13' East, 1185.9 feet to point on property line between land of Grantor herein and G. Holguin; thence North 49°06' West, 177.0 feet along said property line to a corner; thence North 61°29' West, 95.9 feet along property line between land of Grantor herein and said G. Holguin; thence North 27°13' West, 820.2 feet to point on property line between land of Grantor herein and George Buchanan; thence North 17°17' East, 171.2 feet along said property line to point of beginning; said tract of land containing two and seventy-two hundredths (2.72) acres, more or less.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That the said George I. Cochran, ^{The} trustee, and the said Pacific Mutual Life Insurance Company, of California, beneficiary,

for and in consideration of the premises and of One Dollar (\$1.00) to them in hand paid, the receipt whereof is hereby acknowledged, do hereby remise, set over, release, and reconvey unto the said Geo. S. Bovee, his

heirs and assigns, all and singular, the property and premises herein last above described, forever free and quit of the above named encumbrance, expressly reserving, however, all rights under the said deed of trust against all the remaining described land in the same manner and effect as if this release had never been executed.