

180 HOOD, NORMOOD

WARHANTY DEED

065

FRANKLIN DRAIN

\$98.-12-14B

16-(22) TEXAS

0023-0070-002200

TR

THE STATE OF TEXAS, }
COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS:

at I, **Norwood Hood, a single man,**

of the County of El Paso, State of Texas, in consideration of the sum of One hundred sixty-seven & 25/100 (\$167.25) DOLLARS,

to me in hand paid by The United States of America, pursuant to the Act of June 17, 1902 (32 Stat., 388) and acts amendatory thereof and supplemental thereto the receipt of which is hereby acknowledged
I do Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said The United States of America,

~~of the County of~~ El Paso, 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, to-wit: A tract of land approximately two miles north of the town of San Elizario, Texas, in the Southwest quarter (SW¹) of the Northeast quarter (NE¹) of Section twenty-nine (29), Township thirty-two (32) South, Range Seven (7) East, United States Reclamation Service survey, being portions of surveys No. 23 and 24 of the "Vineyard Tract", lying adjacent to the County Road, and more particularly described as follows:

Beginning at the southwest corner of this tract which is a point on the northeast boundary of the County Road common to the properties of the grantor and Juana G. Gamiochipi, from which point the southwest corner of said section 29 bears South 49°27' West, four thousand four hundred three and five tenths (4403.5) feet; running thence north 27°13' East, one thousand one hundred sixty-one and six tenths (1161.6) feet along the northeast boundary of said County Road; thence north 62°47' East, ninety-five (95) feet, along the property line between the grantor and Mrs. A. T. Coughlan; thence south 27°13' East, one thousand one hundred sixty-one and six tenths (1161.6) feet; thence south 62°47' West, ninety-five (95.0) feet along the property line between the grantor and Juana G. Gamiochipi to the point of beginning; said tract of land containing two and fifty-three hundredths (2.53) acres, more or less.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging, unto the said

The United States of America, its

~~heirs and~~ assigns forever; and I do hereby bind myself, my heirs, executors and administrators, to Warrant and forever Defend, all and singular, the said premises unto the said

The United States of America, its

~~heirs and~~ assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS my hand at El Paso this 5th day of

February, A. D. 1909

Witnesses at Request of Grantor

NORWOOD HOOD

THE STATE OF TEXAS, }
COUNTY OF EL PASO.

BEFORE ME, Geo. W. Hoodley, A. Notar.

Public in and for El Paso, County, Texas, on this day personally appeared
Horwood Hood

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 5th day of February A. D. 1919

Geo. W. Hoodley
Notary Public
My commission expires June 1, 1919.

THE STATE OF TEXAS, }
COUNTY OF EL PASO.

BEFORE ME,

in and for El Paso, County, Texas, on this day personally appeared
wife of

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 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 _____ day of _____ A. D. 191_____

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 5th day of Febry, A. D. 1919 with its certificate of authentication, was filed for record in my office this 6th day of Febry A. D. 1919, at 8:12 o'clock A. M. and duly recorded the 10th day of Febry A. D. 1919 at 11:53 o'clock A. M. in the records of said County, in Volume 169 on pages 479.

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
Clerk, County Court.

By _____, Deputy.

TO

WARRANTY DEED

Single and Wife's Separate Acknowledgment

Filed for record _____ 191_____

at _____ o'clock _____ M.

Clerk, County Court, El Paso County, Tex.

By _____ Deputy.

T.A.

4-3-19

Mr Dent
APR 9 1919
EL PASO, TEXAS

Dear Sir find enclosed
the letter signed by me. Thank you for your
trouble in advance.

Truly
Yours
A. Howard

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, DEC 27 1918, 19

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

Subject: Forwarding contract for approval.

Agreement dated December 20, 1918. Rio Grande Project

Executed ~~on behalf of U.S.~~ by **Berwood Roof**

with ~~to~~ **United States of America**

Estimated amount involved, \$ **167.25** Authority No. **63 00**
or clearing acct. _____

~~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,

Incls. Orig. & 3 copies contract
Orig. & 1 copy Engg's Cert. **A. M. LARSON**
Orig. & 1 copy Rept. on Land Agreement
~~Orig. & 1 copy Rept. Board of Appraisal~~
~~Two blueprints~~ **Project Manager.**

Denver, Colo., Dec. 31, 1918.

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

Inclosures:
1 original and 3 copies of contract.
1 " " " " form letter.
1 blue print.
1 orig. cert. of necessity. **W. T. ...**
1 orig. report on land agreement. **Chief of Construction.**

6-4533

Washington, D. C., JAN 23 1919

Contract (and bond, if any,) was approved by **MORRIS DIEN,**
Assistant to the Director.

Original enclosed ^{+ P.P.} for record
and further appropriate action

on JAN 23 1919
JAN 31 30940

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made **December 20,** 191**8,** with
Norwood Hood

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. **2.55 acres in the south-west quarter of the northeast quarter of section twenty-nine (20), township thirty-two (32) south, range seven (7) east, El Paso County, Texas.**

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.

Texas land - No United States Public land in this state.

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.

Norwood Hood, Clint, Texas, a single man (widower), holding in his separate estate.

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.

Owner - No leases

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

Subject to right of way by virtue of stock subscription contract between landowner and Water Users' Association.

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

Witnesses :

of.....

Norwood Hood

Vendor.

of.....

L.M. LAWSON

For and on behalf of the United States.

of.....

STATE OF **TEXAS**
COUNTY OF **EL PASO** } ss :

I, **Geo. W. Hoadley**, a **Notary Public,**

in and for said county, in the State aforesaid, do hereby certify that **Norwood Hood**

who **is** personally known to me to be the person whose name **is** subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that

he

signed, sealed, and delivered said instrument of writing as **his** free and voluntary act, for the uses and purposes therein set forth.

~~I further certify that I did examine the said~~

~~separate and apart from husband, and explained to the contents of the~~

~~foregoing instrument, and upon that examination declared that did voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and do not wish to retract the same.~~

Given under my hand and official seal, this **20th** day of **December**, 191**8**

Geo. W. Hoadley,

[SEAL.]

My commission expires **June 1st, 1919.**

Approved _____, 191_____

The contractor expressly warrants that he has employed no third person to solicit or obtain this contract in his 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 he has 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 him hereunder; and that he has not, in estimating the contract price demanded by him, included any sum by reason of any such brokerage, commission or percentage; and that all moneys payable to him hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees 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.

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 sixty-seven ^{*25/100*}
(#167.25) 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 *Dec. 20, 1918* notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crops thereon until *Dec. 20, 1918*; 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 of *twenty-four* ^{*(24)*} 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).

Project Manager

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

Form 7-276 12-11

THIS AGREEMENT, made the 20th day of December,

nineteen hundred and eighteen, between Norwood Reed, a single man,

and his wife, of Clint, Texas,

County, El Paso, for him self, his heirs, legal represen-

tatives, and assigns, hereinafter styled the vendor, and The United States of America and its assigns by

J. M. LAWREN 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

the county of El Paso State of Texas, to wit:

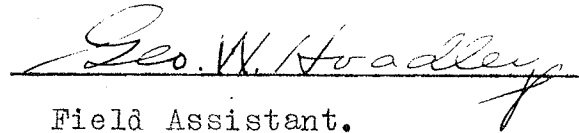
A tract of land approximately two miles north of the town of San Eliseo, Texas, in the Southwest quarter (SW 1/4) of the North-east quarter (NE 1/4) of Section twenty-nine (29), Township thirty-two (32) South, Range seven (7) East, United States Reclamation Service survey, being portions of surveys No. 23 and 24 of the "Vineyard Tract", lying adjacent to the County Road, and more particularly described as follows:

Beginning at the southwest corner of this tract which is a point on the northeast boundary of the County Road common to the properties of the vendor and Juana C. Guadalupe, from which point the southwest corner of said section 29 bears South 49° 27' East, four thousand four hundred three and five tenths (4403.5) feet; running thence north 27° 17' East, one thousand one hundred sixty-one and six tenths (1161.6) feet along the northeast boundary of said County Road; thence North 62° 47' East, ninety-five (95.0) feet, along the property line between the vendor and Mrs. A. T. Coughlan; thence South 27° 17' East, one thousand one hundred sixty-one and six tenths (1161.6) feet; thence South 62° 47' East, ninety (95.0) feet along the property line between the vendor and Juana C. Guadalupe to the point of beginning; said tract of land containing two and fifty-three hundredths (2.53) acres, more or less.

POSSESSORY CERTIFICATE

Rio Grande Project,
El Paso, Tex, Dec. 20, 1918.

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 Norwood Hood, in the southwest quarter of the northeast quarter of section twenty-nine (29), township thirty-two (32) south, range seven (7) east, El Paso County, Texas, containing 2.53 acres, more or less, for the Rio Grande project, and that the said proposed vendor was in actual, sole, and exclusive possession of the land, claiming to be the owner thereof, and no person claiming a right in such land adverse to the vendor is in possession of any part of it.


Field Assistant.

CERTIFICATE

I HEREBY CERTIFY, That the land described in the agreement dated December 20, 1918, with Norwood Hood is required for purposes authorized by the Act of 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, \$167.25, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

L.M. LAWSON

Project Manager.

El Paso, Texas,

Dec. 20, 1918.

U. S. RECLAMATION SERVICE
El Paso, Texas.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, December 14, 1918.

Mr. Norwood Hood,
Clint, Texas.

Dear Sir:

Enclosed herewith is plat showing the land required by the United States for the construction of the Franklin Drain where same passes through the West end of Tracts No's. 23 and 24, No. 3 Vinyard tract.

This land has been appraised by a representative of both the El Paso Valley Water Users' Association and the U. S. Reclamation Service, and the United States will pay you for same as follows:

.44 acres alfalfa land @ \$100 per acre.....	\$44.00
.84 " " old river bed @ \$50 " "	42.00
1.25 " " uncultivated land @ \$65 per acre.....	81.25
<u>2.63</u>	<u>Total.....\$167.25</u>

Also enclosed find for your signature an agreement to sell for the land required.

Very truly yours,

U. S. RECLAMATION SERVICE

BY

L. M. Harrison
Project Manager.

Enc.

RELEASE UNDER DEED OF TRUST.

STATE OF California,
COUNTY OF Los Angeles,

WHEREAS, on the 22nd day of January, A. D. 191⁷,

Norwood Hood

of Clint, Texas,

County of El Paso, State of Texas, did execute,
acknowledge, and deliver to Pacific Mutual Life Insurance Co., a
corporation,

of California Los Angeles, County of Los Angeles,

State of California, a certain trust deed,

duly recorded in the records of El Paso County,

in Book 111, page 44, 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:

As described in the instrument above described, and recorded,
to which instrument reference is had for the purposes of this re-
lease.

AND WHEREAS, by agreement dated December 20, 1918, between the United States
of America and Norwood Hood

the said Norwood Hood

agree d 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 El Paso County, Texas, approximately two miles north of the town of San Elizario, Texas, in the SW $\frac{1}{4}$ of NE $\frac{1}{4}$ sec. 29, T. 32 S., R. 7 E., United States Reclamation Service survey as extended into Texas, being also portions of Surveys Nos. 23 and 24 of the "Vineyard Tract," and lying adjacent to the County Road, and more particularly described as follows:

Beginning at the southwest corner of this tract, which is a point on the northeast boundary of the County Road common to the property of the Vendor and Juana C. Gamiochipi, from which point the southwest corner of said sec. 29 bears S. 49 deg. 27 min. west 4403.5 feet; running thence north 27 deg. 13 min. west 1161.6 feet along the northeast boundary of said County Road; thence north 62 deg. 47 min. east 95 feet along the property line between the Vendor and Mrs. A. T. Coughlan; thence south 27 deg. 13 min. east 1161.6 feet; thence south 62 deg. 47 min. west 95 feet along the property line between the Vendor and Juana C. Gamiochipi to the point of beginning; said tract of land containing 2.53 acres, more or less;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That

Pacific Mutual Life Insurance Co.

for and in consideration of the premises and of One Dollar (\$1.00) to it in hand paid, the receipt whereof is hereby acknowledged, do es hereby remise, set over, release, and reconvey unto the said Norwood Hood, 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 trust deed against all the remaining described land in the same manner and effect as if this release had never been executed.

IN TESTIMONY WHEREOF, the said Pacific Mutual Life Insurance Co.

has caused this instrument to be signed by its _____,
thereunto authorized by a resolution of the Board of Directors, and affixed its seal hereunto, this, the
_____ day of _____, A. D. 1919.

Signed, sealed, and delivered in the presence of—

STATE OF California }
COUNTY OF Los Angeles } ss.

On this _____ day of _____, 1919,
before me personally appeared _____
_____, to me known, and acknowledged that the
Pacific Mutual Life Insurance Co.
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
in this certificate first above written.

Notary Public.

My commission expires _____

El Paso, Texas,
March 5, 1919.

Mr. Norwood Hood,

Clint, Texas.

Dear Sir:

In connection with the preparation of title guaranty covering your land, the Stewart Title Guaranty Co., Two Republics Building, El Paso, Texas, have requested that, if possible, you submit for their use, to be returned to you as soon as they have examined the same, an abstract of title covering your land and which you very likely have.

If you can see your way clear to supply such abstract at an early date, it will facilitate closing of the transaction.

There is a lien upon this land held by the Pacific Mutual Life Insurance Co. we believe, which lien will have to be released of record before title guaranty can issue. We wish you would take the matter up and advise us if this company is willing to execute a release relating only to the 2.53 acres which you have conveyed to the United States. This office will be pleased to prepare the necessary release after you have advised us that the above company is willing to release. It should be made plain to them, however, that the release is to pertain to only the acreage mentioned above which is to be granted to the United States.

Yours very truly,

C.P. Harvey

Asst. District Counsel.

CFH:T

El Paso, Texas,
February 5, 1919.

County Clerk,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is
warranty deed dated February 5th, 1919, running from
Norwood Hood to the United States of America.

Yours very truly,

P.W.DENT
By C.F.Harvey
District Counsel.

Enc 1.

to sell
Contract/dated Dec. 20, 1918.

Franklin Drain.

CFH:T

El Paso, Texas,
Jan. 31, 1919.

Mr. Norwood Hood,

Clint, Texas.

Dear Sir:

You are advised that we have secured approval of your contract agreeing to convey certain land for the Franklin Drain right of way to the United States. In accordance with your wishes, we are requesting the Stewart Title Guaranty Co. to supply title guaranty covering this transfer.

Enclosed is warranty deed which you are to execute and return to this office. It is necessary that we have this warranty deed duly executed and recorded before title guaranty can issue, and, of course, before payment can be made.

It is also necessary that we secure a possessory certificate showing your actual possession of this land and a form for this purpose is enclosed. You will note that a space is left blank where the number of years you have really been in possession of the land is to be inserted. Kindly insert such number of years, at least five, as you can swear to and return the form to this office together with the deed.

It is necessary that you affix an internal revenue stamp for 50¢ to the deed, which please, do not over-look.

Yours very truly,

C.F. Harvey

Enc 2.

Assistant District Counsel.

AFFIDAVIT AS TO POSSESSION

STATE OF TEXAS :
 : ss.
COUNTY OF EL PASO :

I, Norwood Hood,, do solemnly swear that to my personal knowledge the land described in the contract~~ed~~ dated December 20, 1918., 1918, made between myself and the United States of America, which land is located in SW¹/₄ NE¹/₄ Sec. 29, T32S, R7E, containing 2.53 acres, more or less, in

El Paso County, Texas, has been and is now held in actual, exclusive, and continuous possession of myself and my predecessors in title for a period of _____ years immediately preceding and including the date of said contract, and that no person has during any of this period held adverse possession of said described land.

Norwood Hood

Subscribed and sworn to before me at El Paso, Texas, this _____ day of _____, A.D., 19____.

Notary Public in and for El Paso County, T e x a s.

My commission expires:

_____.

CFH:T

El Paso, Texas,
Jan. 31, 1919.

County Clerk,
El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is agree-
ment to sell dated December 20, 1918, running from Norwood
Hood to the United States of America.

Yours very truly,

C.F.HARVEY

Enc 1.

Assistant District Counsel.

CFH:T

El Paso, Texas,
Jan. 31, 1919.

Stewart Title Guaranty Co.,
Two Republics Bldg.,
El Paso, Texas.

Gentlemen:

We desire to secure title guaranty for 2.53 acres of land in a tract owned by Norwood Hood in surveys No's. 23 and 24 of the Vineyard Tract, SW $\frac{1}{4}$ of NE $\frac{1}{4}$ Section 29, Township 32 South, Range 7 East. The consideration to be paid for this land is \$167.25.

We are today sending warranty deed to Mr. Hood to be executed and as soon as he has done this the deed will be put on record.

Yours very truly,

O.F. HARVEY

Assistant District Counsel.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

OFFICE OF
DISTRICT COUNSEL

El Paso, Texas,
March 5, 1919.

Mr. Forwood Hood,
Clint, Texas.

Dear Sir:

In connection with the preparation of title guaranty covering your land, the Stewart Title Guaranty Co., Two Republics Building, El Paso, Texas, have requested that, if possible, you submit for their use, to be returned to you as soon as they have examined the same, an abstract of title covering your land and which you very likely have.

If you can see your way clear to supply such abstract at an early date, it will facilitate closing of the transaction.

There is a lien upon this land held by the Pacific Mutual Life Insurance Co., we believe, which lien will have to be released of record before title guaranty can issue. We wish you would take the matter up and advise us if this company is willing to execute a release relating only to the 2.57 acres which you have conveyed to the United States. This office will be pleased to prepare the necessary release after you have advised us that the above company is willing to release. It should be made plain to them, however, that the release is to pertain to only the acreage mentioned above which is to be granted to the United States.

Yours very truly,

C. F. Hawley

Asst. District Counsel.

others which are being prosecuted under the Rio Grande project in the construction of drains, which are very necessary to lower the seepage water ^{that} ~~which~~ has accumulated in this district. It is a public work and the United States calls upon all parties in interest to secure their co-operation. In view of this, we trust that there will be no difficulty encountered and that we may soon hear from you favorably.

Yours very truly,

P.W.Dent
By C.F.Harvey
District Counsel.

El Paso, Texas, April 23, 1919.

Mr. Norwood Hood,

Clint, Texas.

Dear Sir:

We are returning herewith your abstract of title and two tax receipts, loaned in connection with land purchase from you for the Franklin drain.

You are also advised that we are to-day sending your papers for vouchering and payment, and you should receive the voucher for your signature, and later a check, within a very short time.

Very truly yours,

C P HARVEY

Assistant District Counsel.

3 incls.

CH

El Paso, Texas, April 18, 1919.

Stewart Title Guaranty Company,

El Paso, Texas.

Gentlemen:

We have secured release of Pacific Mutual Life Insurance Company trust deed against Norwood Hood, and are to-day sending this for record. We trust title guaranty may now issue for the Norwood Hood land.

Very truly yours,

C F HARVEY

Assistant District Counsel.

CH

El Paso, Texas, April 18, 1919.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is release
under deed of trust, running from The Pacific Mutual Life
Insurance Company of California to Norwood Hood, dated
April 15, 1919.

Very truly yours,

P W DEBT CFH

District Counsel.

incl.



GEORGE I. COCHRAN.
PRESIDENT
GAIL B JOHNSON
VICE PRESIDENT AND TREASURER
DANFORD M BAKER.
VICE PRESIDENT
LEE A PHILLIPS
VICE PRESIDENT
RICH J MIER.
VICE PRESIDENT
W H DAVIS.
VICE PRESIDENT AND COUNSEL
W W BECKETT, M D
MEDICAL DIRECTOR
C I D MOORE.
SECRETARY

INVESTMENT DEPARTMENT
W. A. JENKINS
ASST. TREASURER
S. F. McCLUNG
ASST. SECRETARY
ROY S. HOAGLAND
INSPECTOR OF LOANS

LOS ANGELES, CALIFORNIA

April
15th,
1919.

R. E. LOAN No. 3372

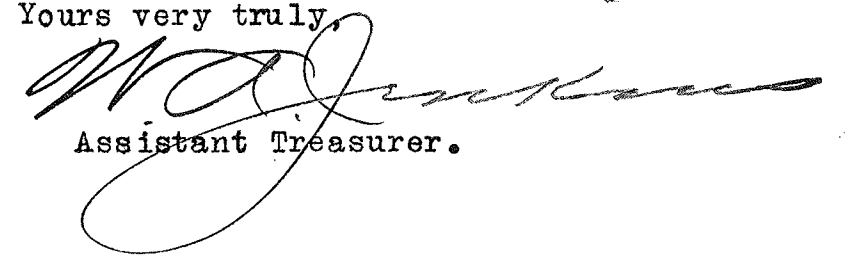
Department of The Interior,
United States Reclamation Service,
El Paso, Texas.

Gentlemen:-

OFFICE OF DISTRICT COUNSEL

In accordance with your letter of April 9th,
with which you enclosed form of release of certain property
from the Deed of Trust of Norwood Hood, in our favor, for
drainage right of way, we have had executed such release
and return same herewith.

Yours very truly,



Assistant Treasurer.

RCM

ENCL.

CH

El Paso, Texas, April 9, 1919.

Pacific Mutual Life Insurance Company,

Los Angeles, Cal.

Gentlemen:

Reference is had to your letter of March 29, (your) "R. E. Loan No. 3372," and you are advised that we have secured a written request from Mr. Hood that you release the lien as to the particular right of way to be acquired by the United States. This request is transmitted herewith, together with the necessary release. We will be pleased to put this on record when received executed, and request that you return it to this office.

Thanking you, we are,

Very truly yours,

P W DENT CPH

District Counsel.

incls.

This Is To Certify That I have examined tax statement and receipt thereon under seal of El Paso County Tax Collector and appearing in Pioneer Abstract Company abstract of title No. 13010, and also receipts and redemption certificates for the years 1917 and 1918, all relating to land owned by Norwood Hood as described in warranty deed running from him to the United States, dated February 5, 1919, and find that all taxes due and payable up to that date are paid in full.

C F HARVEY

Assistant District
Counsel.

El Paso, Texas,
April 5, 1919.

CFH:T

El Paso, Texas, April 1, 1919.

Mr. Norwood Hood,

Clint, Texas.

Dear Sir:

Referring to our letter to you of March 18th, you are advised that the Pacific Mutual Life Insurance Company have stated that they would be willing to execute necessary release upon receiving proper request from you. We have prepared a release and are only awaiting such request upon your part.

The enclosed communication to the Pacific Mutual Life Insurance Company has been prepared with a view to embodying this request and we ask that you sign it and return to this office at once. We will then send it in to the Insurance Company with the release and in this manner we hope to get the release executed and upon record. Please do not delay.

Yours very truly,

P. J. Dent

By CFH

District Counsel.

Enc 1.

CFH:T

Clint, Texas,

Pacific Mutual Life Ins. Co.,

Los Angeles, California.

Gentlemen:

In connection with land purchase to be made by the United States Government for drainage right of way, under contract between myself and the United States, dated December 20, 1918, I hereby request that you release the particular drainage right of way which is part of the land subject to deed of trust running from myself to your Company dated January 22, 1917.

Yours very truly,

Retd. 4/9-18 (ogd) Norwood Hood



GEORGE I. COCHRAN,
PRESIDENT
GAIL B. JOHNSON,
VICE PRESIDENT AND TREASURER
DANFORD M. BAKER,
SECOND VICE PRESIDENT
LEE A. PHILLIPS,
THIRD VICE PRESIDENT
RICH J. MIER,
FOURTH VICE PRESIDENT
W. H. DAVIS,
FIFTH VICE PRESIDENT AND COUNSEL
C. I. D. MOORE,
SECRETARY
W. W. BECKETT, M. D.,
MEDICAL DIRECTOR

INVESTMENT DEPARTMENT
W. A. JENKINS
ASST. TRASURER
S. F. McCLUNG
ASST. SECRETARY
ROY S. HOAGLAND
INSPECTOR OF LOANS

LOS ANGELES, CALIFORNIA March 29th,

1919.

R. E. LOAN NO. 3372

District Counsel,
Department of the Interior,
U. S. Reclamation Service,
El Paso, Texas.

Dear Sir:-

This will acknowledge receipt of your letter of March 18th in regard to release desired of 2.53 acres of the land covered by our Trust Deed from Norwood Hood, and have to advise that we would be willing to execute such release upon receiving proper request from Mr. Hood.

Very truly yours,

W. A. Jenkins
Assistant Treasurer.

RSH:C

El Paso, Texas,
March 18, 1919.

Mr. Morwood Hood,

Clint, Texas.

Dear Sir:

Under date of March 5th we wrote you with reference to securing release of lien held on your land by the Pacific Mutual Life Insurance Company, which release must be secured before we can close the transaction for the Franklin Drain right of way.

Having had no answer from you in regard to our letter, we are taking the liberty today of corresponding direct with the Pacific Mutual Life Insurance Company, asking them if they will release the lien.

Yours very truly,
P.W.Dent
C.F.Harvey

District Counsel.

CFH:T

El Paso, Texas,

March 18, 1919.

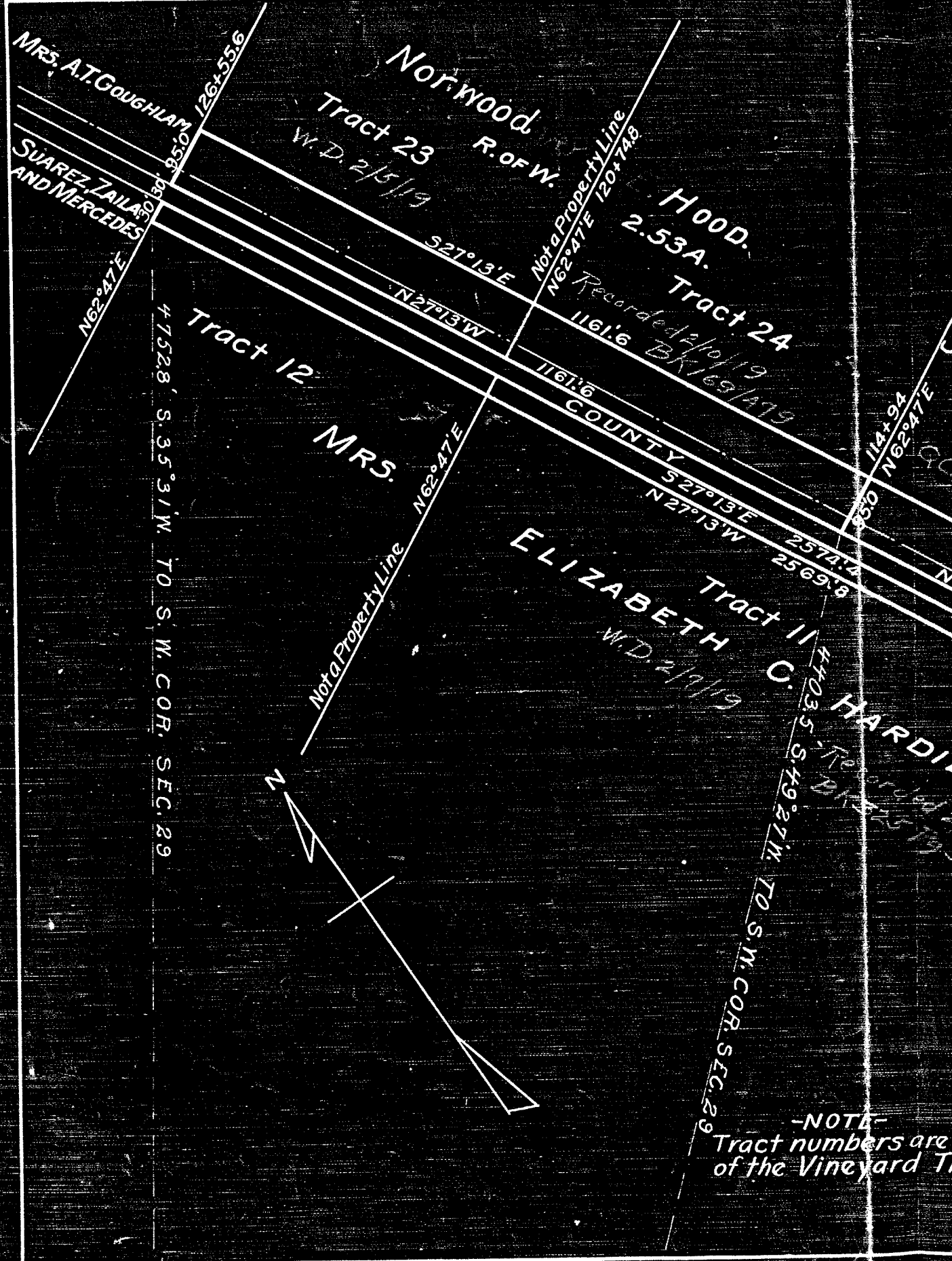
Pacific Mutual Life Insurance Co.,

Los Angeles, California.

Gentlemen:

The United States desires to acquire 2.53 acres of land for the Franklin Drain, a part of the Rio Grande Project of the Reclamation Service. This right of way crosses land owned by Norwood Hood, which land was made the subject of a deed of trust running from Mr. Hood to your Company under date of January 22, 1917, said deed of trust to secure note for \$2500 of same date to run five years from date. Before the United States can close the transaction relating to this drainage right of way, it will be necessary that Mr. Hood secure a release of the lien above described. We have written Mr. Hood in reference to securing this release, but have been unable to get an answer from him, and as we believe he is somewhat careless about matters of this nature, we are taking the liberty of corresponding with you direct and of asking if you will be willing to release your lien as to ^{this} ~~the~~ comparatively small acreage. This office will be pleased to prepare the necessary instrument of release, if you can see your way clear to execute it.

This transaction is in line with a large number of



MRS. A.T. COUGHLIN
SUAREZ ZALAZAR
AND MERCEDES

Norwood
Tract 23
W.D. 2/5/19

Hood.
Tract 24
2.53A.
Recorded 2/10/19
BK 169/479

Tract 12

MRS.

Tract 11
ELIZABETH C.
W.D. 2/1/19

HARDING

4752.8' S. 35° 31' W. TO S. W. COR. SEC. 29



-NOTE-
Tract numbers are
of the Vineyard Tr

