

780
KINNON, MRS. JESSIE et. vir. Wm. H.

WARRANTY DEED

065 FRANKLIN DRAIN

16-(4) TEXAS

0023-0082-0004-

THE STATE OF TEXAS,

COUNTY OF ~~EL PASO~~ TARRANT

a Notary Public

BEFORE ME,

A E Newby

in and for Tarrant County, Texas, on this day personally appeared

Wm H Kinnon

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 19th day of May A. D. 1920

(SEAL) My com exp June 1 1921 A E Newby

Notary Public in and for Tarrant Co Texas

THE STATE OF TEXAS,

COUNTY OF EL PASO.

BEFORE ME,

Geo W Hoadley

a Notary Public in and for El Paso, County, Texas, on this day personally appeared

Jessie Kinnon

wife of Wm H Kinnon

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 Jessie Kinnon 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 25th day of May A. D. 1920

My commission expires

GEO W HOADLEY

(SEAL) June 1st 1921

Notary Public.

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 19

day of May A. D. 1920 with its certificate of authentication, was filed for record in my

office on 27 day of May A. D. 1920, at 11:30 o'clock A. M. and duly recorded

the 4 day of June A. D. 1920 at 10:59 o'clock A. M. in the records of

said County, in Volume 363 on pages 24

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 W. D. Greet, Deputy.

TO

WARRANTY DEED

Single and Wife's Separate Acknowledgment

Filed for record 1921

at o'clock M.

Clerk, County Court, El Paso County, Tex.

By Deputy.

THE STATE OF TEXAS,
COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS:

of the County of El Paso, State of Texas, in consideration of the sum of _____
DOLLARS,

to _____ in hand paid by _____

ha _____ Granted, Sold and Conveyed, and by these presents do _____ Grant, Sell and Convey unto the said

of the County of _____ and _____ 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

Pl 8 Acc. 13-19
follows to-wit:
survey and Tract Sixteen (16), Block One (1) of the Vineyard Tract and included in a tract of land one hundred (100) feet wide, lying fifty (50) feet on each side of the center line of the Saltriel Canal, Rio Grande Project, said center line being described as follows: Beginning at a point on the property line between land of the Grantor herein and Anderson and Giddings, said property line having a bearing North 62°27' East, and from which point the southwest corner of said Section 20 lies South one hundred eighty-one and five tenths (181.5) feet and West seven hundred eighty-two and three tenths (722.3) feet thence South 81°17'30" East, nine hundred eighty-three and five tenths (983.5) feet to a point on the property line between land of the Grantor herein and Wm. Hoffman and terminating with said property line, said property line, having a bearing North 62°29' East and from which point the southwest corner of said Section 20 lies South thirty-two and seven tenths (32.7) feet and West one thousand six hundred ninety-four and five tenths (1,694.5) feet; said tract of land containing two and twenty-six hundredths (2.26) acres, more or less, one and twenty-six hundredths (1.26) acres of which is occupied by the old Saltriel Canal and is the property of the United States and the remainder, or one (1.00) acre, being the land which is outside of the old canal lines and which it is herein intended to convey.

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 ~~we~~ do hereby bind ourself ~~ourselves~~ ^{over} 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 our hand at El Paso, Texas this _____ day of
May, A. D. 1920.

Witnesses at Request of Grantor
Wm H Kinnon

50¢ U. S. documentary revenue
stamp affixed and cancelled.
Jessie Kinnon

THE BOOK NO. _____

Franklin Feeder Correct as to Engineering Data *S. V. M.*

THE STATE OF TEXAS,

COUNTY OF ~~EL PASO~~ ^{Tarrant}

BEFORE ME, A E Newby

a Notary Public in and for ~~El Paso~~ ^{Tarrant} County, Texas, on this day personally appeared Wm H Kinnon

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 19th day of MAY A. D. 1920

(SEAL) My com exp June 1 1921 A E Newby

Notary Public in and for Tarrant Co Texas

THE STATE OF TEXAS,

COUNTY OF EL PASO.

BEFORE ME, Geo W Hoadley

a Notary Public in and for El Paso, County, Texas, on this day personally appeared Jessie Kinnon wife of Wm H Kinnon

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 Jessie Kinnon 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 25th day of MAY A. D. 1920

My commission expires GEO W HOADLEY

(SEAL) June 1st 1921 Notary Public.

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 19 day of MAY A. D. 1920 with its certificate of authentication, was filed for record in my office on 27 day of MAY A. D. 1920, at 11:30 o'clock A. M. and duly recorded the 4 day of June A. D. 1920 at 10:59 o'clock A. M. in the records of said County, in Volume 363 on pages 24

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 W. D. Puck Deputy

TO

WARRANTY DEED

Single and Wife's Separate Acknowledgment

Filed for record 1921

at o'clock M.

Clerk, County Court, El Paso County, Tex.

By Deputy.

THE STATE OF TEXAS }
COUNTY OF EL PASO }

KNOW ALL MEN BY THESE PRESENTS:

That we, Jessie Kinnon and Wm. H. Kinnon, her husband, of the County of El Paso, State of Texas, in consideration of the sum of One hundred thirty-six and no/100 (\$136.00) Dollars, to us in hand paid by the United States of America, pursuant to the Act of Congress of June 17, 1902 (32 Stat., 788) and acts amendatory thereof and 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, all those certain tracts or parcels of land, lying in the County of El Paso and State of Texas and more particularly described as follows, to-wit:

Tract No. 1: A tract of land situated in the southeast quarter of the southwest quarter (SE $\frac{1}{4}$ SW $\frac{1}{4}$) of Section twenty (20), Township thirty-two (32) South, Range Seven (7) East, United States Reclamation Service survey, and in Tract sixteen (16) and Lot No. Four (4) of Tract Seventeen (17), Block One (1) of the Vineyard Tract, more particularly described as follows: Beginning at the southwest corner of the tract of land herein, which is a point on the property line between Grantor herein and Wm. Hoffman, from which point the southwest corner of said Section Twenty (20) bears South 85°35' West, one thousand nine hundred forty-three and eight tenths (1943.8) feet; thence North 27°13' West, one thousand one hundred sixty-one (1161.0) feet to a point on property line of Grantor herein and south right of way line of County Road; thence North 62°47' East, thirty (30.0) feet along south right of way line of County Road to the point of intersection of said line with the West line of the right of way of County Road, being the northeast corner of land of Grantor herein; thence South 27°13' East 1161.0 feet along west right of way line of said County Road to a point common to land of Grantor herein and Wm. Hoffman; thence South 62°47' West, thirty (30.0) feet along property line between Grantor herein and said Wm. Hoffman to point of beginning; said tract of land containing eighty hundredths (0.80) acre, more or less;

Tract No. 2:

A tract of land situated in the south half of the southwest quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$), Section twenty (20), Township thirty-two (32) South, Range seven (7) East, United States Reclamation Service

Read me 7.

502-13-19.
Now occupied by
to Road

Possessory Certificate.

Reclamation Service.

Rio Grande Project, El Paso, Texas, December 8, 1919.

I, Geo. W. Hoadley, Field Assistant, of the United States Reclamation Service, certify that I have personally examined the land sought to be acquired by the United States from Jessie Kinnon et vir, consisting of two tracts, one containing 0.80 acre in SE $\frac{1}{4}$ of SW $\frac{1}{4}$ sec. 20, T. 32 S., R. 7 E., U.S.R.S. survey, and the other containing 1 acre in S $\frac{1}{2}$ of SW $\frac{1}{4}$ sec. 20, T. 32 S., R. 7 E., U.S.R.S. survey, both in El Paso County, Texas, --for Rio Grande project, and that the said proposed grantor was in actual, sole, and exclusive possession of the land proposed to be conveyed, claiming to be the owner, and no person claiming a right in such land adverse to the grantor is in possession of any part of it.

GEO W HOADLEY

Field Assistant.

CFH-f

El Paso, Texas,
April 13, 1920.

Pioneer Abstract and Guarantee Title Co.
First National Bank Building,
El Paso, Tex.

Gentlemen:

Transmitted herewith is abstract showing underlying title to the Vinyard tract, Socorro grant, together with your Abstract No. 3713 and supplements showing title in Mrs. Jessie Kinnon to Tract 16 of Block 1 of the Vinyard tract. We are also inclosing two blueprints showing land descriptions for .80 acre and one acre, more fully described in contract between Mrs. Kinnon and the United States, which is today being forwarded for recordation, and we wish to secure title certificate for these two tracts of land. The right of way containing one acre, is apparently entirely within Tract 16, but the right of way containing .80 acre is within said Tract 16 and also partly in Lot 4 of Tract 17. We are unable to supply abstract of title for Tract 17 and you will therefore kindly abstract this Tract 17 as far as will be necessary for the purposes of issuing title certificate, also bringing abstract for Tract 16 down to date for this purpose.

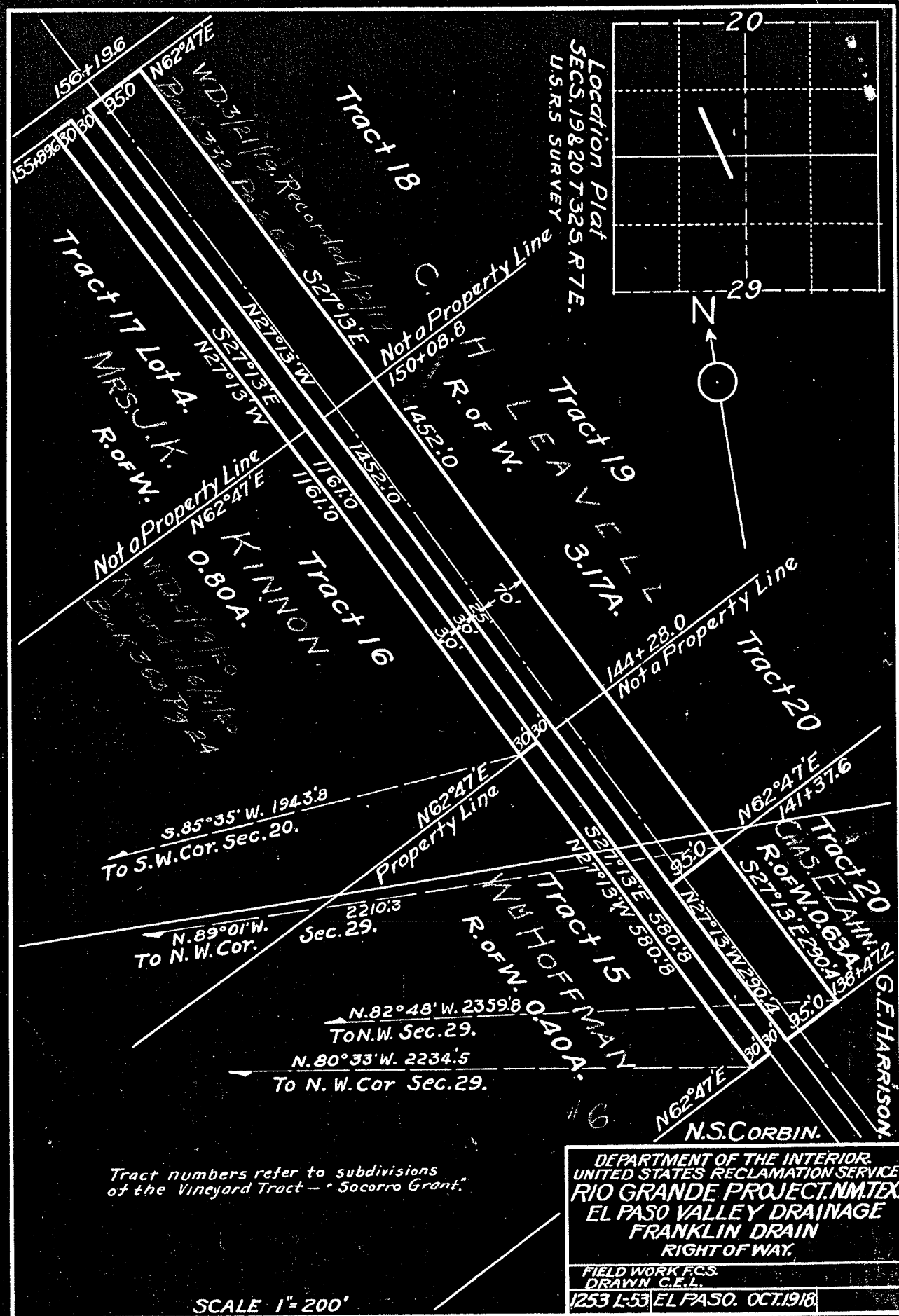
The examination of this land shows that Mrs. Kinnon is in possession and are informed and to the best of our knowledge there are no outstanding encumbrances and no matters not of record which adversely affect her title. If you find title in good condition, we will be glad to call upon the proposed grantor for warranty deed running to the Government and file the same for record.

Very truly yours,

P W DENT

District Counsel.

Encl.
Rio Grande Abstract 3099
Pioneer Abstract 3713 with supplements.
Application
2 Blueprints.



CPH-2

El Paso, Texas,
April 13, 1920.

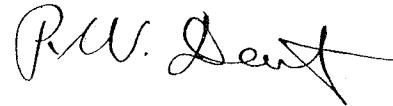
County Clerk, El Paso County,
El Paso, Tex.

Dear Sir:

Transmitted herewith for official record is contract
dated December 8, 1919 between Mrs. Jessie Kingon and William H.
Kingon, her husband, and the United States.

Very truly yours,

~~C. F. Harvey~~



~~Asst.~~ District Counsel.

CFH-f

El Paso, Texas,
May 7, 1920.

Mrs. Jessie Kinnon,
1500 N. Florence St.
El Paso, Texas.

Dear Madam:

This is to advise you that the Pioneer Abstract Company have stated their willingness to issue title guarantee as soon as warranty deed is executed and recorded for the Franklin Drain right of way. Warranty deed is inclosed herewith which please sign, also having Mr. Kinnon sign, and both parties should acknowledge. This deed will be recorded, title certificate will issue and later you will be called upon to sign a voucher, and when these steps have all been properly accomplished, the papers will be forwarded in order that check may be drawn in payment and mailed to you.

The warranty deed will require a 50¢ United States Internal Revenue stamp which it is customary for the Grantor to supply and which please do not overlook.

When the deed has been returned and recorded, we will secure from the Pioneer people all abstracts of title and return them to you.

The Notary in this office will be glad to take your acknowledgement to this deed without charge.

Very truly yours,

P W DENT

District Counsel.

*we will get your abstracts
in a few days and mail
them to you.*

El Paso, Texas, May 26, 1920.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir :

Transmitted herewith for official record is warranty
deed dated May 19, 1920, running from Jessie Kinnon et vir.
to the United States of America.

Very truly yours,

P W DENT

District Counsel.

incl.

Project Manager

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

Form 7-276 12-11

THIS AGREEMENT, made this 8th day of December

nineteen hundred and nineteen, between Mrs. Jessie Kinnon and Wm. H. Kinnon her husband

El Paso County, Texas, for them selves and 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

the county of El Paso State of Texas to wit:

Tract No. 1: A tract of land situated in the southeast quarter (SE 1/4) of the southwest quarter (SW 1/4) of Section twenty (20), Township thirty-two (32) South, Range seven (7) East, United States Reclamation Service survey, and in Tract sixteen (16) and Lot No. Four (4) of Tract seventeen (17), Block One (1) of the Vinayard Tract, more particularly described as follows: Beginning at the southwest corner of the tract of land herein, which is a point on the property line between vendor herein and Wm. Hoffman, from which point the southwest corner of said Section Twenty (20) bears South 85°35' East, one thousand nine hundred forty-three and eight tenths (1943.8) feet; thence North 27°13' West, one thousand one hundred sixty-one (1161.0) feet to a point on property line of vendor herein and South right of way line of County Road; thence North 62°47' East, thirty (30.0) feet along south right of way line of County Road to the point of intersection of said line with the west line of the right of way of County Road, being the northeast corner of land of vendor herein; thence South 27°13' East, along west right of way line of said County Road to a point common to land of vendor herein and Wm. Hoffman; thence South 62°47' West, thirty (30.0) feet along property line between vendor herein and said Wm. Hoffman to point of beginning; said tract of land containing eighty hundredths (0.80) acre, more or less;

Tract No. 2: A tract of land situated in the south half (S 1/2) of the southwest

1161.0 feet

Correct as to Engineering Data

~~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 thirty six 00/100 (\$136.00)

.....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 **December 8, 1919.**

.....notwithstanding earlier delivery of the deed as

herein provided, and may harvest and retain the crops thereon until **December 8, 1919.**; 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**.....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).

El Paso, Texas, April 1, 1920.

From Project Manager

To Director and Chief Engineer, Washington.

Subject: Contract for purchase of land with Jessie
Kinnon et vir dated December 8, 1919 - Rio
Grande project.

1. Reference is had to my letter of the 12th of March calling attention to the fact that the above described contract had not been returned to this office for necessary appropriate action. To date the contract has not reached this office and the matter is again called up for further attention.

L M LAMSON

Copy to C. of C. Denver.
D. C. El Paso.

El Paso, Texas, March 12, 1920.

From Project Manager

To Director and Chief Engineer, Washington.

Subject: Contract for purchase of land, with Jessie
Kinnon et vir dated December 8th 1919 - Rio
Grande project.

1. Above described contract was forwarded with form letter of transmittal dated February 16, 1920; approved by Assistant to the Director under date of March 4, 1920; form letter showing this approval received in the El Paso office March 9, 1920, but to date original contract itself not received. Kindly send the contract for recordation and further appropriate action in accordance with the usual routine in land purchases.

2. It is noted that the form letter does not have the stamp at bottom that was recently put into use: "Original inclosed to P.M. for record and further appropriate action." The continued use of this stamp is recommended, as it is undoubtedly a check upon the necessary procedure.

L M LAWSON

Copy to C. of C. Denver.
D. C. El Paso.

GWH:H

El Paso, Texas. June 13, 1919.

Mrs. J. K. Kinnon,
818 N. 5th Street,
Albuquerque, New Mexico.

Dear Madam:

In reply to your favor of the 11th inst.,
would say that when in El Paso if you will call at
our office and bring with you your abstract of title,
if you have one for your holdings in the Vinyard Tract,
we will gladly fix up the papers for your signature.

- - - -

Very truly yours,

U. S. Reclamation Service,

By: L. M. Lawson.

Project Manager.

*Letter from
Mrs Kinnon in
Project file.*

CFH:F

El Paso, Texas, July 13, 1920.

Project Manager

The Director, Washington, D. C.

Contract for purchase of land with Jessis Kinnon et vir,
dated December 8, 1919 - Rio Grande project.

1. Receipt is acknowledged of your letter of July 8, 1920. Our files do not disclose this letter. However, you are advised that the contract was duly received and sent to the County Clerk for recordation. Later warranty deed running to the Government was executed and title guaranty obtained. The contract with related papers will be returned through the proper channels for payment, as soon as the warranty deed has been copied into the official records and we are able to get it back from the County Clerk's office.

L M LAWSON

CC- C. E.
D. C. El Paso.

El Paso, Texas, May 26, 1920*

Pioneer Abstract and Guarantee Title Company,

El Paso, Texas.

Gentlemen:

Inclosed herewith is warranty deed dated May 19, 1920,
running from Jessie Kinnon et vir to the United S tates.
There is attached a letter of transmittal to the county
clerk, for recordation of deed.

Very truly yours,

P. BENT

District Counsel.

2 incls.

* 5

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

Witnesses :

.....
of.....
.....
of.....
.....
of.....
.....
of.....

Mrs. Jessie Kinnon

Wm. H. Kinnon

Vendor.

For and on behalf of the United States.

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 **Wm. H. Kinnon and his wife Jessie Kinnon** who **are** personally known to me to be the person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that

-- they --

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

I further certify that I did examine the said **Jessie Kinnon** separate and apart from **her** husband, and explained to **her** the contents of the foregoing instrument, and upon that examination **she** declared that **she** did voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and do **es** not wish to retract the same.

Given under my hand and official seal, this **8th** day of **December**, 19**19**

[SEAL.]

Notary Public.

My commission expires **June 1st, 1921**

Approved _____, 191_____

THIS IS TO CERTIFY:

That the copy of the tax certificate contained in title guaranty dated May 27, 1920, relates to land a portion of which has been taken by the Reclamation Service for Franklin drain right of way, under agreement to sell between Jessie Kinnon et vir dated December 8, 1919; that the said copy of tax certificate has been compared with the original thereof contained in (Pioneer Company) abstract of title No. 19019, and found to be a true and correct copy; that an additional original tax certificate contained in an abstract of title numbered 18955, relating to the land in Lot 4, Tract 17, Block 1, of the "Vineyard Tract," has been examined and shows that all taxes are paid up to and including the year 1919; and that, as to taxes for the year 1920, which were not assessed at the date of the deed conveying title to the United States, attention is directed to decision of the Secretary of the Interior dated April 25, 1910 (D-11479), which is a letter addressed to the Director of the Reclamation Service, and 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."

P. W. DENT

El Paso, Texas,
July 31, 1920.

District Counsel.

The inclosures accompanying this land purchase are as follows:

- Original agreement to sell dated December 8, 1919.
- Original warranty deed, with 1 copy, and 4 blueprints.
- Copies letters from Chief Counsel to District Counsel,
El Paso, dated April 11, 1918, and June 26, 1918.
- Affidavit as to possession.
- Possessory certificate.
- Title guaranty.
- Extra copy above certificate.

(Reference is made to letter March 26, 1920, from Director to Chief of Construction, in regard to land purchase from J. W. Johnson, Rio Grande project.)

RECEIVED
JUL 19 1920
EL PASO, TEXAS
July 17, 1920

Acting Chief Engineer
Director, Washington

Contract (Form 7-276) dated December 8, 1919 with Jessie
Kinnon et vir for purchase of right of way, Franklin
Drain-Rio Grande Project

1. Reference is made to:

Letter of Apr. 7, 1920 from Assistant to the Director to
Project Manager, copy to this office;

Letter dated July 8, 1920 from Assistant Director to
Project Manager, copy to this office.

2. As the procedure to be followed in cases of this
kind is clearly outlined in paragraphs 8 and 9, page 253,
Volume 1 of the Manual, it is assumed that the request from
your office to return the contract is made with the inten-
tion that the Project Manager shall follow the regulations.

3. As considerable time is naturally consumed in
carrying out provisions of the Manual in connection with
contracts of this kind, this procedure is no doubt the
cause for the delay in returning the papers required by
the Manual citation above stated.

THAS. P. WILLIAMS

CC to: E. M., El Paso, Tex. ✓
D. C., El Paso, Tex. ✓

Assistant Director.

JUL -8 1920

Project Manager, El Paso, Texas.

Contract of purchase of land with Jessie Kinnon
et vir dated December 8, 1919, Rio Grande
Project.

1. Reference is made to office letter of
April 7, 1920, transmitting the above described con-
tract to your office for recordation and return to
this office.

2. Kindly advise what action has been taken.

Morris Bien
MHB

Copies to:

D. C., El Paso, Texas. ✓

C. E., Denver, Colo.

State of Texas, County of El Paso:

Before me, the undersigned authority, personally came and appeared Jessie Kinnon, to me well known, and who, after being by me duly sworn, did depose and say:

That she is more than 21 years of age; that her post-office address is El Paso, Texas; that she has held joint possession with her husband of two certain tracts of land containing 0.80 acre and 1 acre, for a period of 4 years including and next preceding December 8, 1919, which is the date of an agreement to sell between affiant and her said husband and the United States, said possession being actual, open, exclusive, continuous, and hostile, and said two tracts of land being in the Vineyard Tract, El Paso County, Texas, and more fully described in the said agreement to sell; and that no other person has during said period of time held or asserted any possessory rights to said described land adverse to affiant and her said husband.

JESSIE KINNON

Sworn to and subscribed, before me, this 28th day of May, A. D. 1920.

(SEAL)

GEO W ROADLEY

My com. exp.
June 1, 1921.

Notary Public,
In and For El Paso County, Texas.

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made **December 8** 19**19**, with

Mrs. Jessie Kinnon et vir

for the purchase of land required for **Franklin drain and Salitral canal**
purposes, **Rio Grande** Project, **El Paso**
County, **Texas.**

1. State description and *approximate area* of land to be conveyed. **Two tracts: 0.80 acre in SE $\frac{1}{4}$ of SW $\frac{1}{4}$ sec. 20, T. 32 S., R. 7 E.; and 1 acre in S $\frac{1}{2}$ of SW $\frac{1}{4}$ sec. 20, T. 32 S., R. 7 E.**

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.

Is all Texas land, formerly in old Spanish grants - 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.

Is separate property of Mrs. Jessie Kinnon. Husband joined in compliance with Texas land law. Husband's name is Wm. H. Kinnon. Address of both: 1500 North Florence street, El Paso, Texas.

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, or if some arrangement has been made with the tenant in case his interest in the land desired for acquisition will be affected.

Mrs. Jessie Kinnon. No tenants and 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 running with land and Irrigation District, but this not here being invoked.

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.

All irrigable and cleared and levelled and ditched, but not at present under crop. No buildings. Amounts allowed as follows:

0.40 acre in Lot 4 of Tract 17 at \$75 per acre	\$30
.04 acre in Lot 4 of Tract 16 at \$65 per acre	26
1.00 acre (described as Tract No. 2 in the contract), taken for Salitral ditch	65
Amount allowed for title guaranty (cost of which must be borne by contractor)	15
	<u>\$136</u>

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 land covered by water rights under Rio Grande project.

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

\$75 to \$125 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 and ditch will be of general benefit to the lands.

Dated December 10

1919

(Signature).....GEO. W. HOLDWAY.....

(Title).....Field Assistant.....

In Charge of Negotiations.

Approved:

L. H. LARSON

Project Manager.

Rio Grande Project El Paso, Tex. FEB 21 1920

Project Manager to Chief of Construction, thru District Counsel.

Subject: Forwarding for approval contract dated Dec. 8, 1919. With Mrs. Jessie Kinnon and Wm. H. Kinnon her husband.

Estimated amount involved, \$136.00 Authority No. 63404. Accompanied by bond and 2 copies of Clearing Acct.

Purpose: (Insert "Yes" or "No" bond) No bond

Purchase of right of way of two tracts of land containing 0.80 and 1.00 acres for Franklin Drains.

Advise Project Manager at El Paso, Tex. District Counsel at El Paso, Tex. and Chief of Construction, Denver, Colorado.

of the approval of the above, using extra copy hereof. Inclosures listed on the reverse

L. M. Lawson (Signature)

NOTE: Before submitting contract see that the instructions on reverse hereof have been FULLY complied with. See also par. 16, Page 205, Vol. 1 of Manual.

The above described contract and bond, if any, approved by Chief of Construction.

Denver, Colo. February 21, 1920.

Chief of Construction to Director: It is recommended that the above described contract be executed and bond if any approved.

- Inclosures: Orig. & 3 copies of form letter, " 2 " contract, " certificate of delay necessity, " report on land agreement, 1 Blueprint, 1232, L-66, April 20, 1918, 1 " " 1253, L-53, Oct. 1918.

The words "and otherwise in form acceptable to the United States" have been omitted after the words "United States" and preceding the word "or" at the end of line 6 of paragraph 10 of the contract. E. E. Woymouth (Signature)

Contract approved and bond, if any, approved by MORRIS BIEN Acpt. Assistant to the Director on MAR 4 - 1920

FEB 24 1920 8693

CERTIFICATE

I HEREBY CERTIFY That the land described in the agreement dated December 8, 1919 with Mrs. Jessie Kinnon and Wm. H. Kinnon her husband 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 \$136.00, 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. 8, 1919.

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Assistant to the Director

Chief of Construction, Denver, Colorado.

Contract dated Dec. 8, 1919, with Mrs. Jessie Kinnon et vir for purchase of right-of-way of 2 tracts of land containing 0.82 and 1.00 acres for the Franklin Drain and the Salatral Canal - Rio Grande Project.

1. The above mentioned contract transmitted with the Project Manager's form letter dated Feb. 16, 1920, was received by reference from your office dated Feb. 21, 1920.

2. The contract has been approved in the form transmitted subject, however, to the Project Manager's attention being called to the following requirements:

(a). The notation as to check of engineering data by the Project office was noted on the returns office copy. In the future, this should be noted on the Director's copy.

(b). As noted in your reference, the words, "and otherwise in form acceptable to the United States" should not have been omitted after the words "United States" and preceding the word "or" at the end of line 6, paragraph 10 of the contract. These words should be inserted and initialed by the parties to the contract before the same is recorded.

(c). When deed is prepared, the distance 1161.0 omitted from description, line 17 of tract number one, is to be given as shown on the blue print. The Drafting Division of this office also calls attention to the fact that the description of tract number one is insufficient to check the location as being in "block one (1) of the Vineyard Tract," line 5, nor to check the references to County Roads (lines 13, 14, 15 and 17). These portions of descriptions are assumed to be correct but they do not show on the blue print. The same applies to "tract sixteen (16), block one (1) of the Vineyard Tract" in the description of tract number 2.

3. Copy of this letter transmitted to the Project Manager will serve for his guidance.

CC- P. M., El Paso, Texas. *Morris R...*

Assistant to the Director

APR - 7 1920

Project Manager, El Paso, Texas.

Contract - formal - purchase of land with Jessie
Kinnon et vir dated December 8, 1919 - Rio
Grande Project.

1. Referring to your letters of March 12, 1920
and April 1, 1920, above subject, please find enclosed
herewith the original of the above mentioned contract
which is returned for recordation.

2. When the contract has been recorded please
again transmit same to this office for return to the
Auditor of the Interior Department.

Morris R. Brien
M.R.B.

CC-Chief Engineer, Denver
D.C., El Paso
✓

Fees \$ 1.25 EL PASO, TEXAS, May 27, 1927

RECEIVED for record the following Instrument:

No. 24312 Release P.H. Brown to Mrs Jessie
Kimmon

W. D. GREET,
Clerk of the County Court, El Paso County, Texas

By: W. D. Greet
Deputy.

RETURN THIS RECEIPT

Change to U.S. Reclamation
Service. H.A. Simmons

EL PASO, TEXAS, May 27, 1927

Fees \$ 75¢ RECEIVED for record the following Instrument:

24312 Release 1st mortgages Company to
No. Mrs Jessie Kimmon

W. D. GREET,
Clerk of the County Court, El Paso County, Texas

By: W. D. Greet
Deputy.

RETURN THIS RECEIPT

Change to U.S. Reclamation
Service to H.A. Simmons

Fees \$ 1.50

EL PASO, TEXAS, May 27, 1923

RECEIVED for record the following instrument:

No. 24314 Warranty deed Wm H. Kinnison and
Jessie Kinnison to United States of America.

W. D. GREET,
Clerk of the

County of El Paso County, Texas

By W. Edwards
Deputy.

RETURN THIS RECEIPT
Charge to W.S. Reclamation
Service HADJIMANONIS

Inclosures:
 Original and 4 copies of form letter of transmittal.
 Original and 3 copies of contract
 " " 1 " Cert of Recommendation
 " " 1 " Report of Land Agreement.
 4# Blueprints. " Cert. as to delay.

Remarks:

For authority ~~see~~ for use of paragraph 10 of this contract,
 see letter February 5, 1920, Assistant to Director to Chief
 of Construction; subject: "Special provisions for abstract
 of title and title insurance certificates, to be used in
 land purchase contracts (usual Form 7-276) only on Rio Grande
 project."

INSTRUCTIONS.

1. This form is devised to render unnecessary the writing of various routine letters in reference to contracts. If the agreement submitted is not of the class for approval in Denver (see par. 3a-h, pp. 201-2, Vol. 1 of manual), the chief of construction will forward with his recommendation to Washington for appropriate action.
2. The office in which the contract originates will transmit two (2) copies of this form in excess of the number of offices to be advised of approval or execution. For example, in the usual case where the project manager and district counsel are to be advised, four (4) copies and one (1) original (5 in all) should be sent to the Denver office.
3. With every contract submitted, involving an expenditure, the authority number (Form 7-681) or clearing account to which charges under the contract will be made, must be given in the space provided on this form letter. (See par. 41, p. 213, Vol. 1 of manual.) The amount of probable expenditure or collection must also be shown (see par. 11, p. 204, Vol. 1 of manual). Any other special matter or information relative to the contract too long to write on this form should be set out in a statement or certificate and submitted with contract.
4. Reference should be made to previous correspondence of importance, especially if form of contract was approved in advance, giving dates, stating whether a telegram or letter; and from and to whom.
5. The office in which this contract originates should list all inclosures in the space above.
6. With this form appropriately modified quit claim or donation deeds (see par. 47, p. 265, Vol. I of Manual) shall be transmitted through the Denver Office to Washington for acceptance and filing, a copy of such deed with related papers being furnished for the files of the Denver office.
7. This form appropriately modified should be used to transmit informal earthwork contracts (Specifications, Form 7-201) executed in project offices to the Denver office for acceptance with copy of contract and related papers to be forwarded to Washington office by the Chief of Construction.

4.

① and otherwise in form acceptable to the United States

10. In consideration of the premises, the Vendors further agree, before the money or other consideration herein named shall be paid by the United States, to furnish at their own expense a title guaranty certificate issued by a title guaranty company to be designated by the United States, guaranteeing the title to the land herein agreed to be conveyed to be in the United States, or, at the option of the United States, to otherwise show perfect title: Provided, That if the Vendors fail or refuse to furnish such title guaranty certificate within sixty days after notice that this agreement has been approved, or if within such period written request be made by the Vendors, such title guaranty certificate may be procured by the United States at the expense of the Vendors and the cost thereof deducted from the purchase price; and it is understood and agreed between the parties hereto that the United States will bear the expense of any and all abstracts of title which are necessary for the use of the title guaranty company in issuing the title certificate: Provided, That if the Vendors have at their disposal abstract of title, the same shall be loaned to the title guaranty company for its use in issuing title certificate, the United States bearing the expense, if any, of bringing the abstract down to date.

11. The Vendors expressly warrant that they have employed no third person to solicit or obtain this contract in their behalf, or to cause or 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 through 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 through established commercial or selling agents or agencies regularly engaged in selling such goods.

quarter (SW $\frac{1}{4}$), Section twenty (20), Township thirty-two (32) South, Range seven (7) East, United States Reclamation Service Survey and Tract Sixteen (16), Block One (1) of the Vineyard Tract and included in a tract of land one hundred (100) feet wide, lying fifty (50) feet on each side of the center line of the Salatral Canal, Rio Grande Project, said center line being described as follows: Beginning at a point on the property line between land of the vendor herein and Anderson & Giddings, said property line having a bearing North 62° 27' East, and from which point the southwest corner of said Section 20 lies South one hundred eighty-one and five tenths (181.5) feet and West seven hundred twenty-two and three tenths (722.3) feet; thence South 81° 17' 30" East, nine hundred eighty-three and five tenths (983.5) feet to a point on the property line between land of vendor herein and Wm. Hoffman and terminating with said property line, said property line having a bearing North 62° 29' East and from which point the southwest corner of said Section 20 lies South thirty-two and seven tenths (32.7) feet and West one thousand six hundred ninety-four and five tenths (1,694.5) feet; said tract of land containing two and twenty-six hundredths (2.26) acres, more or less, one and twenty-six hundredths (1.26) acres of which is occupied by the old Salatral Canal and is the property of the United States and the remainder, or one (1.00) acre, being the land which is outside of the old canal lines and which it is herein intended to convey.