

LEAVELL, C. H. et. xu. Mabel W.

WARRANTY DEED

(065) FRANKLIN DRAIN

0023-0082-0045-00
~~16 (45) 111111~~

780

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

KNOW ALL MEN BY THESE PRESENTS:

That We, C. H. Leavell and Mabel W. Leavell, husband and wife,

of the County of El Paso, State of Texas, in consideration of the sum of \$ - - - - -
- - - - - Two hundred thirty-seven & 75/100 (\$237.75) - - - DOLLARS,

to us in hand paid by The United States of America, pursuant to the Act
of Congress approved June 17, 1902 (32 Stat., 388) and acts amendatory
thereof and supplemental thereto - - - - the receipt of which is hereby acknowledged
ha. ve 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~~ 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
follows, to-wit: A tract of land situated in the northeast quarter of the north-
west quarter of Section twenty-nine (29) and Southeast quarter of the
southwest quarter of Section twenty (20), Township thirty-two (32) south,
Range seven (7) east, United States Reclamation Service survey, and in
tracts eighteen (18), nineteen (19) and Twenty (20), Block Two (2) of
the Vineyard Tract and more particularly described as follows: Beginning

E. Zahn, from which point the northwest corner of said Section Twenty-nine
(29) bears North 89°01' west, two thousand two hundred ten and three tenths
(2,210.3) feet; thence South 62°47' west, ninety-five (95.0) feet along
property line between land of the Grantor herein and said Chas. E. Zahn
to a point on the east boundary of the right of way of county road, being
the corner common to land of Grantor herein and said Chas. E. Zahn; thence
north 27°13' west, one thousand four hundred fifty-two (1,452.0) feet
along said boundary to the point of intersection of east and south bound-
aries of right of way of county roads, being the northwest corner of land
of Grantor herein; thence along said south boundary of right of way of
said county road, North 62°47' east, ninety-five (95.0) feet; thence south
27°13' east, one thousand four hundred fifty-two (1,452.0) feet to the
point of beginning; said tract of land containing three and seventeen
hundredths (3.17) 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, and its

~~assigns~~ 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, and its

~~assigns~~ assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.
WITNESS our hand^s at El Paso, Texas this 21st day of
March, A. D. 1919.

Witnesses at Request of Grantor }
Mabel W. Leavell,
C. H. Leavell.

THE STATE OF TEXAS, }
COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS:

That We, C. H. Leavell and Mabel W. Leavell, husband and wife,

of the County of El Paso, State of Texas, in consideration of the sum of ~~-----~~
~~-----~~ Two hundred thirty-seven & 75/100 (\$237.75) ~~-----~~ DOLLARS,

to ~~us~~ in hand paid by The United States of America, pursuant to the Act of Congress approved June 17, 1902 (32 Stat., 388) and acts amendatory thereof and supplemental thereto ~~-----~~ the receipt of which is hereby acknowledged ~~ha. ve~~ 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 ----- 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 follows, to-wit: A tract of land situated in the northeast quarter of the north-west quarter of Section twenty-nine (29) and Southeast quarter of the southwest quarter of Section twenty (20), Township thirty-two (32) south, Range seven (7) east, United States Reclamation Service survey, and in tracts eighteen (18), nineteen (19) and Twenty (20), Block Two (2) of the Vineyard Tract and more particularly described as follows: Beginning

E. Zahn, from which point the northwest corner of said Section Twenty-nine (29) bears North 89°01' west, two thousand two hundred ten and three tenths (2,210.3) feet; thence South 62°47' west, ninety-five (95.0) feet along property line between land of the Grantor herein and said Chas. E. Zahn to a point on the east boundary of the right of way of county road, being the corner common to land of Grantor herein and said Chas. E. Zahn; thence north 27°13' west, one thousand four hundred fifty-two (1,452.0) feet along said boundary to the point of intersection of east and south boundaries of right of way of county roads, being the northwest corner of land of Grantor herein; thence along said south boundary of right of way of said county road, North 62°47' east, ninety-five (95.0) feet; thence south 27°13' east, one thousand four hundred fifty-two (1,452.0) feet to the point of beginning; said tract of land containing three and seventeen hundredths (3.17) 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, and its

~~assigns~~ assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators, to Warrant and forever Defend, all and singular, the said premises unto the said

The United States of America, and its

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

WITNESS our hands at El Paso, Texas this 21st day of March, A. D. 1919.

Witnesses at Request of Grantor

Mabel W. Leavell,
C. H. Leavell.

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

KNOW ALL MEN BY THESE PRESENTS:

That We, G. H. Leavell and Mabel W. Leavell, husband and wife,

of the County of El Paso, State of Texas, in consideration of the sum of \$ - - - - -
- - - - - Two hundred thirty-seven & 75/100 (\$237.75) - - - DOLLARS,

to us in hand paid by The United States of America, pursuant to the Act
of Congress approved June 17, 1902 (32 Stat., 388) 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,

~~of the County of~~ El Paso ~~and~~ State of Texas ~~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 situated in the northeast quarter of the north-
west quarter of Section twenty-nine (29) and Southeast quarter of the
southwest quarter of Section twenty (20), Township thirty-two (32) south,
Range seven (7) east, United States Reclamation Service survey, and in
tracts eighteen (18), nineteen (19) and Twenty (20), Block Two (2) of
the Vineyard Tract and more particularly described as follows: Beginning

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made **February 5th,** 191**9**, with

C. H. Leavell

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 ^{du} **NW¹ Sec. 29, SE¹SW¹ Sec. 20, T32S, R7E, & in Tracts 18, 19 & 20, Block 2 Vineyard Tract, containing 3.17 acres, more or less.**

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 El Paso County 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.

C.H. Leavell-Two Republics Bldg., El Paso, Tex.
Mrs. Mabel W. Leavell (wife) " " " "

Not homestead property

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.

Land is subject to right of way by virtue of stock subscription contract between land owner and water users' association - Grant of right of way not 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.

Entire area is cultivated - general character of land good.

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 capable of irrigation under Rio Grande Project - Water rights in Salatral Ditch.

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

\$100.00 to \$125.00 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 the community.

The above is a correct statement of the information procured.

Dated February 5th 1919

(Signature) Geo. W. Hoadley

(Title) Field Assistant.

In Charge of Negotiations.

Approved:

L.M. LAWSON

Project Manager.

CERTIFICATE

I HEREBY CERTIFY that the land described in the agreement dated February 5th, 1919 with C.E. Leavell is required for purposes authorized by the Act of June 17, 1902 (32 Stat., 365), namely, as right of way for the Franklin Drain, a part of the Rio Grande Project; that the consideration to be paid thereunder, \$237.75, is reasonable and the lowest that could be obtained, and I recommend that the contract be approved.

L.M. LARSON

Project Manager.

El Paso, Texas.

February 5, 1919.

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 ~~two hundred thirty-seven and 75/100 (\$237.75)~~ 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 ~~Feb. 5, 1919.~~ notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crops thereon until ~~Feb. 5, 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 _____ 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).

The vendor 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.

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

Witnesses :

C.H. Leavell

of.....

Vendor.

of.....

L.M. LAWSON

of.....

For and on behalf of the United States.

of.....

STATE OF TEXAS }
EL PASO } ss :

Notary Public

I, Geo. W. Hoadley, a

C.H. Leavell

in and for said county, in the State aforesaid, do hereby certify that.....

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 5th day of February, 1919

[SEAL.]

June 1, 1919.

Geo. W. Hoadley, Notary Public.

My commission expires.....

Approved....., 191.....

AFFIDAVIT AS TO POSSESSION

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

I, C. H. Leavell, do solemnly swear that to my personal knowledge the land described in the contract dated February 5th, 1919, made between myself and the United States of America, which land is located in NE $\frac{1}{2}$ NW $\frac{1}{2}$ Sec. 29, & SE $\frac{1}{2}$ SW $\frac{1}{2}$ Sec. 20, T. 32S., R. 7 E., U.S.R.S. Survey, containing 3.17 acres, more or less

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 twelve 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.

C H LEAVELL

Subscribed and sworn to before me at El Paso,
Texas, this 23rd day of May, A.D., 1919.

R E SHERMAN

(SEAL)

Notary Public in and for El Paso
County, Texas.

My commission expires May 31, 1919.

CFH:T

El Paso, Texas,
May 22, 1919.

Mr. C. H. Leavell,
Two Republics Bldg.,
El Paso, Texas.

Dear Sir:

In connection with the land purchase for Franklin Drain, we have today received the title guaranty. We desire, however, a certificate of possession. A form for such certificate is enclosed herewith and if you can bring it to our offices in the Toltec Building we will be glad to take your affidavit so that there will be no notary fee.

This affidavit of possession is necessary because the title guaranty company do not guaranty against adverse possession. We have left blank the space showing the number of years you have been in possession and we ask that you state a period of ten years, if such is a fact, or if not, at least five years. You will note that this affidavit is as to your own possession and that of your predecessors in title, and we believe that from your knowledge of the land you will be able to swear to the required number of years.

Yours very truly,

Edent by CFH
District Counsel.

Enc 1.

El Paso, Texas, April 16, 1919.

Mr. C. H. Leavell,
Two Republics Building,
El Paso, Texas.

Dear Sir:

In connection with getting out title guarantee for your land, the Stewart people, in your building, wish to use your abstract of title. Kindly deliver same to them, if you have an abstract. This will facilitate settlement, and the abstract will of course be promptly returned to you.

Very truly yours,

P W DENT CFH

District Counsel.

*also wrote Stewart
People 4/16-19*

CEH:T

El Paso, Texas,
March 28, 1919.

County Clerk,
El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is
warranty deed dated March 21, 1919, running from C. H.
Leavell and wife to the United States of America.

Yours very truly,

Enc 1.

District Counsel.

Agreement dated Feb. 5, 1919.

Franklin Drain.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

OFFICE OF
DISTRICT COUNSEL

El Paso, Texas,
March 24, 1919.

Mr. C. H. Leavell,
Two Republics Bldg.,
El Paso, Texas.

Dear Sir:

Receipt is acknowledged of warranty deed signed by yourself and wife conveying right of way to the United States of America for the Franklin Drain.

Attention is called to the fact that no revenue stamp was placed upon this deed, as requested in our letter to you of March 7th. This deed will require a 50¢ revenue stamp before we can proceed further with the transaction. Kindly give this matter your early attention.

Yours very truly,

W. H. [Signature]
District Counsel.

Pardon Oversight

[Signature]

THIS IS TO CERTIFY That on March 21, 1919, I personally examined the tax records of El Paso County with reference to land granted to the United States by C. H. Leavell and wife by warranty deed dated March 21, 1919, and found that all taxes assessed and due on that date were paid up to date.

C F HARVEY

Assistant District Counsel.

El Paso, Texas,
March 21, 1919.

CFH:T

El Paso, Texas, Marhh 7, 1919.

County Clerk,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is agree-
ment to sell dated February 5, 1919, between C. H. Leavell
and the United States of America.

Yours very truly,

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

Enc 1.

CFH:T

El Paso, Texas, March 7, 1919.

Stewart Title Guaranty Co.,

El Paso, Texas.

Gentlemen:

Please prepare title guaranty for 3.17 acres in the northeast quarter of the northwest quarter, Section 29, and the southeast quarter of the southwest quarter Section 20, Township 32 South, Range 7 East, being also in Tract 18, 19 and 20, Block 2, "Vineyard Tract". Blueprint is attached showing more particularly the location of this land. The consideration to be paid is \$237.75.

Warranty deed is today being sent to the Grantor and will be recorded upon its return.

Yours very truly,

C.F. Harvey

Asst. District Counsel.

Enc 1.

El Paso, Texas,
March 7, 1919.

Mr. C. H. Leavell,
Two Republics Bldg.,
El Paso, Texas.

Dear Sir:

Enclosed herewith is warranty deed covering the 3.17 acres described in your contract to sell right of way for the Franklin Drain. This deed is to be executed and returned to this office as soon as possible. When it is property executed and recorded title guaranty can issue, but not before. It is our understanding that you wish title guaranty and we have today ordered the same, the cost of which will be deducted from the payment due you.

While we understand this land is not homestead property, we desire to have your wife joined in the deed, as this is customary where the United States is making a money payment for the land.

It will be necessary for you to affix a revenue stamp for 50¢ to this deed, which please do not overlook.

Yours very truly,

P.W.Dent
by G.F.Harvey
District Counsel.

Enc 1.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, FEB 12 1919, 19

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

Subject: Forwarding contract for approval.

Agreement dated **February 5, 1919.** **Rio Grande** Project

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

With **C.H. Lovell**

Estimated amount involved, \$ **237.75**

Authority No. **63**
or clearing acct. **63**

~~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 Engr's Cert. **L.H. LAWSON**
Orig. & 1 copy Rept. on Land Agreement **Project Manager.**
Two blueprints

Denver, Colo., **Feb. 14,** 19 **19.**

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

Inclosures:

Orig. & 2 copies of contract,
" " " form letter,
" certificate of necessity,
" report on land agreement,
1 blueprint.

MORRIS BIEN
Chief of Construction.

Washington, D. C., **MAR 3- 1919**

Contract (and bond, if any,) was approved by **MORRIS BIEN,**
b-p m **Assistant to the Director.**
Original enclosed, for record and further appropriate action on **MAR 3- 1919**

FEB 18 '19 92817

