

180

PROVENCIO, PASCUAL

WARRANTY DEED

(065)

FRANKLIN DRAIN

Soc 20-20

24-2

14-(51) TEXAS

0023-0080-0051-00

EXTENSION OF 7TH ST. &
SCHOOL SITE IN COTTON ADD. S. OF T&F

Filed for Record March 4th, 1922 at 10:50 a.m.
And Recorded March 4th, 1922 at 11:58 a.m.

W. D. Greet, County Clerk

By *Amice B. Greet*

Deputy

47040

WARRANTY DEED

THE STATE OF TEXAS
COUNTY OF EL PASO

362 P463

WHEREAS, by an order of the County Court of El Paso County, Texas, sitting in matters of probate, made at the November Term 1921, of said court, directing the sale of the tract of land hereinafter mentioned, belonging to the estate of Luis Provencio, Man-

WITNESS our hands this 7th day of December, A. D. 1921.

Witnesses to the signatures
of Pascual Provencio and
Guadalupe Flores:

Manuel Marrujo

C. O. Serna

Pascual ^{his} x Provencio, Guardian.

Pascual ^{his} x Provencio, Personally and
mark Individually.

Eliza Provencio Flores
his

Guadalupe x Flores
mark.

One 50¢ Doc. Rev. Stamp, cancelled P. P. 12/7/21

THE STATE OF TEXAS

COUNTY OF EL PASO

BEFORE ME, the undersigned authority, on this day personally appeared Pascual Provencio, personally and individually, and as the guardian of the estate of Luis Provencio, Manuel Provencio and Serapia Provencio, minors, and Guadalupe Flores and wife, Eliza Provencio Flores, all known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and the said Pascual Provencio as the guardian of the estate of said minors. And the said Eliza Provencio Flores, wife of the said Guadalupe Flores, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Eliza Provencio Flores, acknowledged such instrument to be her act and deed, and she 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 11th day of February, A. D. 1922.

F. G. Candelaria,

Notary Public, El Paso County, Texas.

(Notarial Seal)

Filed for Record March 6th, 1922 at 9:25 a.m.

W. D. Greet, County Clerk

And Recorded March 7th, 1922 at 11:30 a.m.

By Florence C. Rock

Deputy

4 7 0 8 7

RELEASE

THE STATE OF TEXAS

COUNTY OF EL PASO

WHEREAS, on the 14th day of November, A. D. 1921, George W. Haner and wife Emma E. Haner, of the County of Knox, State of Illinois, made, executed and delivered to Cyrus H. Jones, Trustee, of El Paso, Texas, their certain deed of trust of that date wherein and whereby the conveyed to the said Cyrus H. Jones, in trust, all of the undivided one half interest, same being all of their undivided interest in and to the following described real estate situated in the City and County of El Paso, in the State of Texas, to-wit:

All of lot No. 17, and the Southerly and adjoining one half of lot No. 16, in Block No. 265, of the Campbell Addition to the City of El Paso, Texas, according to the original map of said addition, which said property is further described as being all of lot No. 20, and the Southerly and adjoining one half of lot No. 19, in said Block No. 265, of the Campbell Addition, according to the present map thereof. Also all of the undivided one fourth (1/4) interest each, in and to lot No. 15, and the North one half of lot No. 16, in Block No. 265, of the Campbell Addition to the City of El Paso, Texas, according to the original map thereof, which would be the North half of Lot No. 19 and all of Lot No. 18, in said Block No. 265, of said Campbell's Addition according to the present map, all of which said real estate is fully described in said deed of trust which is duly recorded in book 137, on page 164, of the deed of trust records of said El Paso County, Texas, to which reference is here

uel Provencio and Serapia Provencio, minors, guardianship of which was then pending in said court, upon an application for an order to sell land belonging to said estate made to said court on November 21st, 1921, I, Pascual Provencio, Guardian of the estate of the above named minors, did on November 28th, 1921, sell at private sale for cash, at El Paso, in El Paso County, Texas, the said tract of land to the United States of America, acting pursuant to the Act of Congress of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, for the sum of \$175.00 cash; and,

WHEREAS, the report of said sale having been made to said court, was, on November 28th, 1921, at the November Term thereof, was in all respects approved and confirmed by said court, who found that said report had been filed and docketed in the manner and for the time required by law, and that said sale was fairly made and in accordance with law, and the required bond of the guardian made and approved, and ordered the report of sale recorded and proper conveyance executed;

Now, therefore, in consideration of the premises and of ONE HUNDRED AND SEVENTY FIVE (\$175.00) DOLLARS to me in hand paid by said UNITED STATES OF AMERICA, the receipt of which is hereby acknowledged, have granted, sold and conveyed, and by these presents do grant, sell and convey unto said UNITED STATES OF AMERICA all that certain tract or parcel of land situated in El Paso County, Texas, and hereinafter more particularly described.

AND, KNOW ALL MEN BY THESE PRESENTS: That I, Eliza Provencio Flores, joined herein by my husband, Guadalupe Flores, and I, the said Pascual Provencio, individually, in consideration of the premises, do hereby disclaim any interest in the hereinafter described tract of land, and do by these presents bargain, sell, convey and quit claim unto the said UNITED STATES OF AMERICA, all rights, privilege, title and interest which we may have or hold in and to the said tract of land, to wit:

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 1 mile south of the town of Socorro, Texas, in the southwest quarter of the southwest quarter of section eighteen (18), township thirty two (32) south, range seven (7) east, United States Reclamation Service Survey, being more particularly described as follows:

Beginning at the southwest corner of the tract of land herein described, which is a point on property line between land of the Grantor herein and E. Mitchell, from which point the southwest corner of said section eighteen (18) bears south 69° 30' 45", West nine hundred eighty six and four tenths (986.4) feet; thence North 16° 07' West one hundred thirty one and seven tenth (131.7) feet along said property line; thence South 81° 46' East at twenty eight and eighty eight hundredths (28.88) feet west right of way line of county road, at eight one and seventy eight hundredths (81.78) feet east right of way line of said county road, and at three hundred seventy and thirty eight hundredths (370.38) feet point on property line between land of the Grantor herein and Josefa Urtiega; thence South 21° 04' east one hundred thirty seven and six tenths (137.6) feet along said property line; thence North 81° 46' West at two hundred Seventy three and three tenths (273.3) feet east right of way line of said county road; at three hundred twenty six and two tenths (326.2) feet west right of way line of said county road and at three hundred eighty three and forty hundredths (383.40) feet to point of beginning; said tract of land containing one and four hundredths (1.04) acres, more or less, 0.15 acres of which is occupied by county road, and the remainder or eighty nine hundredths (0.89) acre, being the area herein conveyed.

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 UNITED STATES OF AMERICA and its assigns forever.

THE STATE OF TEXAS, }
COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS:

That I, Pascual Provencio, a single man,

of the County of El Paso, State of Texas, in consideration of the sum of
One hundred and twenty-five and 0/100 (\$125.00) 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 supple-
mental 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~~ ~~xxxx~~ ~~xxx~~ 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 1 mile south of the town of Socorro,
Texas, in the southwest quarter of the southwest quarter of section
eighteen (18), township thirty-two (32) south, range seven (7) east, United
States Reclamation Service survey, being more particularly described as
follows:

Beginning at the southwest corner of the tract of land herein de-
scribed, which is a point on property line between land of the Grantor here-
in and E. Mitchell, from which point the southwest corner of said section
eighteen (18) bears South 69°30'45" West nine hundred eighty-six and four-
tenths (986.4) feet; thence North 16°07' West one hundred thirty-one and
seven-tenths (131.7) feet along said property line; thence South 81°46'
East at twenty-eight and eighty-eight hundredths (28.88) feet west right
of way line of county road, at eighty-one and seventy-eight hundredths
(81.78) feet east right of way line of said county road, and at three
hundred seventy and thirty-eight hundredths (370.38) feet to point on property
line between land of the Grantor herein and Josefa Urtiaga; thence South
21°04' East one hundred thirty-seven and six-tenths (137.6) feet along said
property line; thence North 81°46' West at two hundred seventy-three and
three-tenths (273.3) feet east right of way line of said county road; at
three hundred twenty-six and two-tenths (326.2) feet west right of way line
of said county road and at three hundred eighty-three and forty-hundredths
(383.40) feet point of beginning; said tract of land containing one and
four-hundredths (1.04) acres more or less, 0.15 acre of which is occupied
occupied by county road and the remainder by eighty-nine hundredths (0.89)
acre, being the area herein ~~xxxxxxxxxx~~ conveyed.)

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

The United States of America, its

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

The United States of America, its

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

WITNESS my hand at El Paso, Texas this 7th day of
August, A. D. 1919.

Witnesses at Request of Grantor

Higinio Fresquez

C. F. Harvey

His

Pascual X Provencio
Mark

THE STATE OF TEXAS, }

COUNTY OF EL PASO. }

BEFORE ME, George W. Hoadley, A

Notary Public

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

Pascual Provencio, a single man,

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 7th day of August A. D. 1919

Geo. W. Hoadley

Notary Public in and for El Paso County, Texas.

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, _____ Clerk of the County Court

of said County do hereby certify that the above instrument of writing, dated on the _____ day of _____, A. D. 191

with its certificate of authentication, was filed for record in my office this _____ day of _____ A. D. 191, at _____ o'clock _____ M. and duly recorded

the 6 day of March A. D. 1919 at _____ o'clock _____ M. in the records of

said County, in Volume 362 on pages 463

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.

Clerk, County Court.

By _____, Deputy.

TO

WARRANTY DEED

Single and Wife's Separate Acknowledgment

Filed for record _____ 191

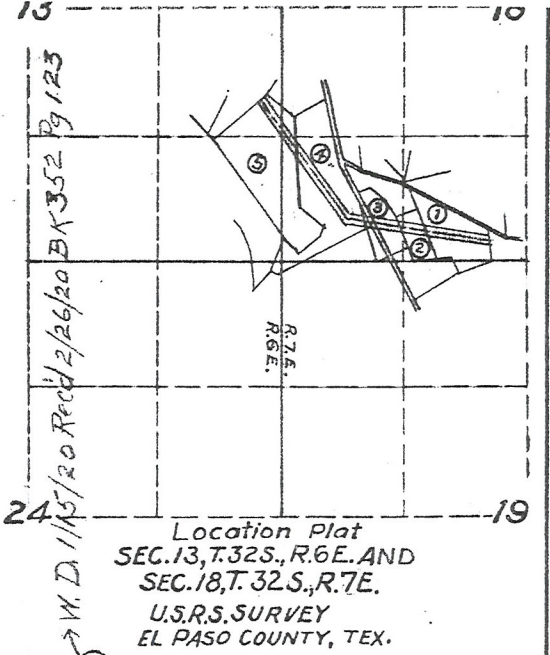
at _____ o'clock _____ M.

Clerk, County Court, El Paso County, Tex.

By _____ Deputy.

ELLIS BROS. PRINTING CO., EL PASO

2



ORTIZ

V. 1202

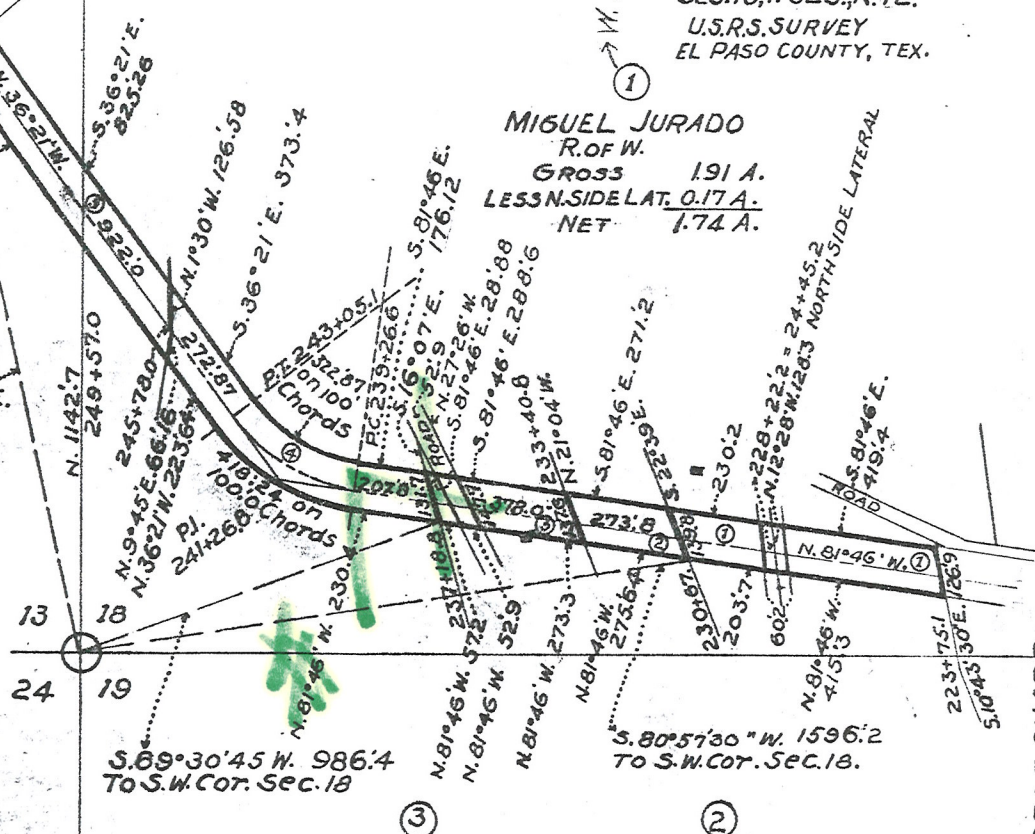
N. 255°00' E. 988.52

N. 336°21' W. 988.52

N. 13°06'30" E. 1589.6 To S.E. Cor. Sec. 13.

MIGUEL JURADO
R.O.F.W.
GROSS 191 A.
LESS N. SIDE LAT. 0.17 A.
NET 1.74 A.

445°25' R
D. 12°0' R
T. 200.21
L. 378.47
R. 478.34



5
C.J. ANDERSON
T.B. DOCKERY
R.O.F.W.
249A.

4
E. MITCHELL
R.O.F.W.
239A.
"SOCORRO GRANT"
SUR. NO. 186.

3
R. PROVENCIO
R.O.F.W.
GROSS 1.04 A.
LESS ROAD 0.15 A.
NET R.O.F.W. 0.89 A.

2
JOSEFA URTIAGA
R.O.F.W.
0.75 A.
W.D. 8/7/19. Recorded BK 369 Pg 59
5/18/20
No. 10

SCALE: 1" = 500'

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

FIELD WORK: F.C.S.
DRAWN: T.J.L. CHECKED: A.Q.D.
1253 L53 EL PASO MCH. 1919.

THE STATE OF TEXAS

COUNTY OF EL PASO.

BEFORE ME,

Ed Landelara

in and for El Paso County, Texas, on this day

a Notary Public

personally appeared *Guadalupe Torres*

known to me to be the person whose name

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 *26th* day of *November* A. D. 19*21*

Ed Landelara
Notary Public
El Paso Co. Tex

THE STATE OF TEXAS

COUNTY OF EL PASO.

Before me,

Ed Landelara

in and for

El Paso County, Texas, on this day personally appeared

Eliza Romanos

wife of

Guadalupe Torres 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 *Eliza Romanos* 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 *26th* day of *November* A. D. 19*21*

Ed Landelara
in and for El Paso County

THE STATE OF TEXAS

COUNTY OF EL PASO.

I

Clerk of the County

Court of said County, do hereby certify that the above instrument of writing, dated on the

day of _____, A. D. 19____ with its certificate of authentication, was filed for record in my

office this _____ day of _____, A. D. 19____, at _____ o'clock _____ M

and duly recorded the _____ day of _____, A. D. 19____, at _____ o'clock _____ M

in the records of said County, in Volume _____ on Pages _____

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

Clerk County Court, El Paso County, Texas.

By _____, Deputy.

TO

WARRANTY DEED

Single and Wife's Separate Acknowledgment

Filed for record _____ 19____

at _____ o'clock _____ M.

Clerk
County Court, El Paso County, Texas.

By _____ Deputy

ELLIS BROS. PRINTING CO., EL PASO

THE STATE OF TEXAS,
COUNTY OF EL PASO.

BEFORE ME, George E. Hoadley, A

Notary Public

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

Pascual Pravenolo, a single man,

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 7th day of August A. D. 1919

Geo. E. Hoadley

Notary Public in and for El Paso
County, Texas.

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, _____ Clerk of the County Court

of said County do hereby certify that the above instrument of writing, dated on the _____ day of _____, A. D. 191_____ with its certificate of authentication, was filed for record in my office this _____ day of _____ A. D. 191_____, at _____ o'clock _____ M. and duly recorded the _____ day of _____ A. D. 191_____ at _____ o'clock _____ M. in the records of said County, in Volume _____ on pages _____.

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.

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.

THE STATE OF TEXAS, }
COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS

That I, Pascual Provencio, a single man,

of the County of El Paso, State of Texas, in consideration of the sum of One hundred and twenty-five and 0/100 (\$125.00) DOLLARS,

Not a valid deed

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
ha.ve Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said The United States of America

~~xxxx~~ ~~xxxx~~ ~~xxx~~, 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 1 mile south of the town of Socorro, Texas, in the southwest quarter of the southwest quarter of section eighteen (18), township thirty-two (32) south, range seven (7) east, United States Reclamation Service survey, being more particularly described as follows:

Beginning at the southwest corner of the tract of land herein described, which is a point on property line between land of the Grantor herein and E. Mitchell, from which point the southwest corner of said section eighteen (18) bears South 69°30'45" West nine hundred eighty-six and four-tenths (986.4) feet; thence North 16°07' West one hundred thirty-one and seven-tenths (131.7) feet along said property line; thence South 81°46' East at twenty-eight and eighty-eight hundredths (28.88) feet west right of way line of county road, at eighty-one and seventy-eight hundredths (81.78) feet east right of way line of said county road, and at three hundred seventy and thirty-eight hundredths (370.38) feet point on property line between land of the Grantor herein and Josefa Urtiega; thence South 21°04' East one hundred thirty-seven and six-tenths (137.6) feet along said property line; thence North 81°46' West at two hundred seventy-three and three-tenths (273.3) feet east right of way line of said county road; at three hundred twenty-six and two-tenths (326.2) feet west right of way line of said county road and at three hundred eighty-three and forty-hundredths (383.4) feet point of beginning, said tract of land containing one and four-hundredths (1.04) acres more or less, 0.15 acre of which is occupied occupied by county road and the remainder or eighty-nine hundredths (0.89) acre, being the area herein ~~intended~~ conveyed.

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

~~xxxx~~ 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

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

WITNESS my hand at El Paso, Texas this 7th day of August, A. D. 1919.

Witnesses at Request of Grantor

Higinio Fresquez
W. H. Harvey

His
Pascual Provencio
Mark

toppoint of beginning; said tract of land containing one and four-hundredths (1.04) acres, more or less, 0.15 acres of which is occupied by county road, and the remainder or eighty-nine hundredths (0.89) acre, being the area herein conveyed.

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 United States of America and its assigns forever.

Witness our hands this 7th day of December, A. D. 1921.

Witnesses to the
signatures of Pas-
cual Provencio and
Guadalupe Flores:

Manuel Narriego
C.O. Serna

Pascual Provencio His X Mark
Guardian

Pascual Provencio His X Mark
Personally and Individually

Eliza Provencio Flores

Guadalupe Flores His X Mark

U. S. Doc. Rev. stamp
50 cents affixed and
cancelled.

The State of Texas, County of El Paso:

Before me, the undersigned authority, on this day personally appeared Pascual Provencio, personally and individually, and as the guardian of the estate of Luis Provencio, Manuel Provencio and Serapia Provencio, minors, and Guadalupe Flores and wife, Eliza Provencio Flores, all known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed, and the said Pascual Provencio as the guardian of the estate of the said minors. And the said Eliza Provencio Flores, wife of the said Guadalupe Flores, having been examined by me privately and apart from her husband, and having the same fully explained to her, she, the said Eliza Provencio Flores, acknowledged such instrument to be her act and deed, and she 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 11th day of February, A. D. 1922.

(SEAL)

F G CANDELARIA
Notary Public, El Paso County, Texas.

My com. exp. June 1 1923

. . . 0 . . .

Certificate of Record.

The State of Texas, County of El Paso.

I, W. D. Greet, County Clerk in and for said County, do hereby certify that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office, on the 6th day of March, A. D. 1922, at 9:25 o'clock A.M., and duly recorded the 7th day of March, A. D. 1922, at 11:30 o'clock A.M., in the Deed Records of said County, in Volume 362 on page 463.

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

(SEAL)

W. D. Greet, County Clerk,
By Florence C. Rock, Deputy.

(C O P Y)

V362 P463
From BACK OF DOCUMENT

The State of Texas, County of El Paso:

Whereas, by order of the County Court of El Paso County, Texas, sitting in matters probate, made at the November Term, 1921, of said court, directing the sale of the tract of land hereinafter mentioned, belonging to the estate of Luis Provencio, Manuel Provencio and Serapia Provencio, minors, guardianship of which was then pending in said court, upon an application for an order to sell land belonging to said estate made to said court on November 21st, 1921, I, Pascual Provencio, Guardian of the estate of the above named minors, did on November 28th, 1921, sell at private sale for cash, at El Paso, in El Paso County, Texas, the said tract of land to the United States of America, acting pursuant to the Act of Congress of June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary thereto, for the sum of \$175.00 cash; and

Whereas, the report of said sale having been made to said court, was, on November 28th, 1921, at the November Term thereof, in all respects approved and confirmed by said court, who found that said report had been filed and docketed in the manner and for the time required by law, and that said sale was fairly made in accordance with law, and the required bond of the guardian made and approved, and ordered the report of sale recorded and proper conveyance executed;

Now, therefore, in consideration of the permises and one hundred and seventy-five (\$175.00) dollars to me in hand paid by said United States of America, the receipt of which is hereby acknowledged, have granted, sold and conveyed, and by these presents do grant, sell, and convey unto said United States of America, all that certain tract or parcel of land situated in El Paso County, Texas, and hereinafter more particularly described.

And, Know All Men by These Presents, that I, Eliza Provencio Flores, joined herein by my husband, Guadalupe Flores, and I, the said Pascual Provencio, individually, in consideration of the premises, do hereby disclaim any interest in the hereinafter described tract of land, and do by these presents bargain, sell, convey and quitclaim unto the said United States of America all rights, privileges, title and interest which we may have or hold in and to the said tract of land, to wit:

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 1 mile south of the town of Socorro, Texas, in the southwest quarter of the southwest quarter of section eighteen (18), township thirty-two (32) south, range seven (7) east, United States Reclamation Service survey, being more particularly described as follows:

Beginning at the southwest corner of the tract of land herein described, which is a point on property line between land of the Grantor herein and E. Mitchell, from which point the southwest corner of said section eighteen (18) bears south 69°30'45" west nine hundred eighty-six and four-tenths (986.4) feet; thence north 16°07' west one hundred thirty-one and seven-tenths (131.7) feet along said property line; thence south 81°46' east at twenty-eight and eighty-eight hundredths (28.88) feet west right of way line of county road, at eighty-one and seventy-eight hundredths (81.78) feet east right of way line of said county road, and at three hundred seventy and thirty-eight hundredths (370.38) feet point on property line between land of the Grantor herein and Josefa Urtiaga; thence south 21°04' east one hundred thirty-seven and six-tenths (137.6) feet along said property line; thence north 81°46' west at two hundred seventy-three and three-tenths (273.3) feet east right of way line of said county road; at three hundred twenty-six and two-tenths (326.2) feet west right of way line of said county road and at three hundred eighty-three and forty-hundredths (383.40) feet

Correct as to Engineering Data E. W. A.

Assistant Director,

Chief Engineer, Denver, Colo.

Agreement to sell Land with Pascual Provencio dated March 15, 1919
(El Paso Valley Franklin Drain) Rio Grande Project.

FEB 19 1921

1. Receipt is acknowledged of your letter of Feb. 12, 1921 enclosing letter from the Project Manager dated Feb. 7, 1921, regarding the above subject.

2. The records of this office show that on April 9, 1919, the original contract was returned to the Project Manager for recording and further appropriate action. Our records do not show that it has been sent to the Auditor. It will not be necessary to withdraw the copy of the first contract from the Returns Office.

3. The consideration may be increased \$50 by a new contract reciting that a former contract has been made with a consideration of \$125.00 in consequence of a mutual mistake as to the necessity of probate proceedings. This matter should have been brought to the attention of the District Counsel,

TAX COLLECTOR OF EL PASO COUNTY

U.S. Reclamation Service

El Paso, Texas, *March 9* 192*2*

Taxes for the current year become delinquent January 31st, when 10% penalty, interest and cost is added. Additional interest is added to all delinquent taxes on the first of each month.
Do not delay your remittance.

DESCRIPTION OF REAL ESTATE

Abst. No.	Survey No.	No. Acres	LANDS Original Grantee	No. LOT	Block	ADDITION	REMARKS
<i>216</i>			<i>Lat Sacorro.</i>				
Roll <i>45</i> Page <i>207</i> Line <i>26</i>							
				Year	ASSESSED TO	TAXES	
				<i>1913</i>	<i>Pascual Provenio</i>	<i>254</i>	
				<i>1914</i>	" "	<i>631</i>	
				<i>1915</i>	" "	<i>410</i>	
				<i>1916</i>	" "	<i>403</i>	
				<i>1917</i>	" "	<i>416</i>	
				<i>1918</i>	" "	<i>735</i>	
				<i>1919</i>	" "	<i>532</i>	
				<i>1920</i>	" "	<i>408</i>	
				<i>1921</i>	" "	<i>235</i>	
						<i>\$ 40.24</i>	

El Paso, Texas, March 11, 1922.

Mr. Pascual Provencio,

Fabens, Texas.

Dear Sir:

You are advised that we have completed the papers in the right of way purchase for the Franklin drain and same are to-day being vouchered. Voucher will be sent care of Mr. Reid, the attorney who handled the probate proceedings for the minor heirs.

As amended, your contract provides for payment of \$175, out of which you are to pay cost of the probate for the minors. Upon instructions from your attorney, Mr. Reid, we have paid all back taxes on your property, which had to be cleared before the Government could make payment to you. The total of these, with interests penalties, and costs, which are for the years 1913 to 1921, inclusive, is \$40.24, which amount has of course been deducted from check drawn in payment, leaving a net amount to be paid you of \$134.76. Check for this amount will be mailed care of Mr. Reid after he has secured the necessary signatures to the voucher. If taxes had been paid before the accrual of the heavy interest and penalty charges, the actual levies would have amounted to less than half of \$40.24.

Inclosed is your deed running from the Corporation of Socorro.

Thanking you for your courtesies in this connection,

Very truly yours,

P W DENT

District Counsel.

incl.

*Tax receipts are
also inclosed.*

*Redemption Receipt
No. 1708 -
1913 to 1920 inc. 29.89
Fees in Red. 1708 8.00
Tax + penalty 1921 2.35
Total 40.24*

The State of Texas, County of El Paso:

not used papers

Before me, the undersigned authority, this day personally came and appeared Pascual Provencio of Fabens, Texas, to me well known, and who, after being by me duly sworn, did depose and say:

That he is over 21 years of age; that his post-office address is Fabens, Texas; that he is now the owner of and in actual possession of certain land of which 0.89 acre, more fully described in a contract dated March 15, 1919, between him and the United States is a part, and that at the time he acquired this land by deed running to himself from the town of Socorro, which deed is dated January 26, 1889, he was a single man, at that time never having been married, and that subsequently, on May 16th 1884, he was married to Adelaida Vega.

Pascual^{his} Provencio
mark

Sworn to and subscribed before me, this 12th day of April, A. D. 1921.

Adel. Candelaria

The State of Texas, County of El Paso:

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

That he is over 21 years of age; that his post-office address is Yuleta Texas; that he has for a long time been personally acquainted with Pascual Provencio, the party making the foregoing affidavit; that his acquaintance existed on the date of his said marriage as given in said foregoing affidavit; and that he has read the said foregoing affidavit and knows of his own knowledge that the date of said marriage as given is correct.

Miguel Chavez

Sworn to and subscribed before me, this 12th day of April, A. D. 1921.

Adel. Candelaria

taxes in case of a possible sale for non-payment, exclusive of the tract acquired by the United States. It is therefore recommended that payment of taxes for the year 1922 be waived. (See letter Chief Counsel to District Counsel, El Paso, Feb. 24, 1922 - General, Rio Grande project.)

El Paso, Texas,
March 11, 1922.

P. F. DENT

District Counsel.

incls.
Orig. agreement to sell.
Orig. title guaranty (containing tax certificate).
Copy affidavit as to family
history Pascual Provencio
Orig. affidavit as to possession.
Orig. and 1 copy deed running to
United States.
Orig. possessory certificate.
Extra copy above memo.
2 blueprints.

Memo. to accompany land purchase papers. Contract with Pascual Provencio dated March 15, 1919, amended by contract dated July 12, 1921 (Franklin drain) - Rio Grande Project.

1. The original contract dated March 15, 1919, provided for a payment of \$125. This amount was increased to \$175 by amendatory contract dated July 15, 1921. The increase was made for the reason that unforeseen expense was imposed upon contractor by the necessity of his instituting guardianship proceedings in order that interests vested in minors could be conveyed. Amendatory contract was duly approved, but original was not returned to field offices for recording, as recording was not necessary.

2. The land acquired by the United States was community property conveyed to Pascual Provencio by the Corporation (Mexican Grant) of Socorro. Wife of this party is deceased, and her interest in the community passed to four children, Luis, Manuel, and Serapia Provencio, who are minors, and Eliza Provencio Flores, a married woman sui juris, whose husband is Guadalupe Flores; as evidenced by affidavits of Pascual Provencio and F. G. Candelaria, copy of which is attached, and original left in hands of title guaranty company upon urgent request but after examination by the undersigned. Guardianship proceedings were brought and Pascual Provencio appointed guardian and sale ordered, after which guardian's deed was executed. This deed is joined in by Pascual Provencio in his individual capacity, Eliza Provencio Flores, and her husband, the latter pro forma to perfect conveyance of wife's separate property as required by the Texas law. The guardian's deed is in the usual form, with the addition of the granting clause necessary to perfect the instrument as to the parties not minors, and is adequate to put title in the United States.

3. Title certificate has been obtained in lieu of abstract and examination by officers of the Service. (See letter of March 26, 1920, Dr. to C. E., in regard land purchase from J. W. Johnson - Rio Grande project.)

4. Tax certificate contained in title guaranty refers to the land a portion of which has been acquired by the United States under this agreement. Taxes for years 1913 to 1921, inclusive, are shown therein to be unpaid. These have been paid by the United States, with interest, penalties, and costs, and proper tax receipts obtained and examined, with deduction for amount so paid made from voucher in settlement with landowners. Taxing year begins January 1, with taxes not due and payable until October 1; hence taxes for 1922 are not paid. Deed running to the United States was not recorded until March 6, 1922. The taxes for a single year on this holding are a very inconsiderable amount compared with the value of the property, and in my opinion the holding is ample to meet

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made **March 15th** 191 **9** with
Pascual Provencio

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. **0.89 of an acre in
the SW¹/₄ SW¹/₄ Sec. 18, T32S, R7E, U.S.R.S. Survey.**

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

**Land in El Paso County, Texas - no United States 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.

**Pascual Provencio, Fabens, Texas.
(widower)**

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 in possession - no leases

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

Land is not subject to right of way.

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.*

Not in cultivation at present- all capable of being brought under cultivation.

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

All capable of irrigation under Rio Grande project.

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

\$75.00 to \$100.00 per acre.

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

Drain will be of general benefit to community

The above is a correct statement of the information procured.

Dated **March 18th** 191 **9.**

(Signature) **Geo. V. Bondley**

(Title) **Field Assistant.**

In Charge of Negotiations.

Approved:

L. H. LAWSON

Project Manager.

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.

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 pproved March

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

Witnesses :

Q. J. Lawrence,
of EL Paso, Texas.

His
Pascual X Provencio
Mark

Pracapio Baca,
of Fabens, Texas.

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 Pascual Provencio

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 15th day of March, 1919.

[SEAL.] Geo. W. Hoadley,

My commission expires June 1st, 1919. Notary Public.

Approved _____, 191_____

Project Manager

B 328 P 92 Form 7-276
12-11

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

THIS AGREEMENT, made the 15th day of March

nineteen hundred and nineteen, between Pascual Provencio, a single man

and his wife of El Paso

County, Texas, for himself and his heirs, legal represen-

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

J. M. LANDON, 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:

A tract of land approximately 1 mile south of the town of Socorro,
El Paso County, Texas, in the southwest quarter of the southwest
quarter of Section eighteen (18), Township thirty-two (32) south,
range seven (7) east, United States Reclamation Service survey,
being more particularly described as follows: Beginning at the
southwest corner of the tract of land herein described, which is a
point on property line between land of vendor herein and E. Mitchell,
from which point the southwest corner of said Section 18 bears South
69°30'45" West, nine hundred eighty-six and four tenths (986.4) feet;
thence North 15°07' West, one hundred thirty-one and seven tenths
(131.7) feet along said property line; thence South 81°46' East;
at twenty-eight and eighty-eight hundredths (28.88) feet West Right
of Way line of County Road; at eighty-one and seventy-eight hundredths
(81.78) feet, East Right of Way line of said County Road and at three
hundred seventy and thirty-eight hundredths (370.38) feet point on
property line between land of vendor herein and Josefa Urteaga; thence
South 21°04' East, one hundred thirty-seven and six tenths (137.6)
feet along said property line; thence North 81°46' West, at two
hundred seventy-three and three tenths (273.3) feet East Right of Way
line of said County Road; at three hundred twenty-six and two tenths
(326.2) feet West Right of Way line of said County Road and at three
hundred eighty-three and forty hundredths (383.40) feet point of
beginning; said tract of land containing one and four hundredths (1.04)
acres, more or less; fifteen hundredths (0.15) of an acre of which is
occupied by County Road and the remainder or eighty-nine hundred (0.89)
of an acre, being the area herein intended to convey.

Correct as to Engineering Data



Inclosures:
Original and 4 copies of form letter of transmittal.
Original and 3 copies of contract

Remarks:

Note by District Council. - This contract has not been acknowledged and it is not thought necessary to have same recorded. The original contract was duly acknowledged and recorded, and the public record remains in such condition as to fully protect the interests of the United States.

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. 41, 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. 263, 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.

DEPARTMENT OF THE INTERIOR

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande Project, El Paso Texas July 18 1921
Project Manager to Chief of Construction, thru District Counsel.

~~XXXXXXXXXX~~
Subject: Forwarding for approval contract dated July 15 1921.

With Pascual Provencio

Estimated amount involved, \$ 50.00 Authority No.
Accompanied by bond and 2 copies or Clearing Acct.

(Insert "Yes" or "No" bond) No bond 65 G d
Purpose: Increase in money consideration to be paid for land,
in order that vendor may meet expense of guardianship proceedings
necessary in order to convey perfect title. (See letter Asst. Dr.
to C.E. Feb. 19, 1921, granting authority for this increase.)

Advise Project Manager at El Paso Texas
(Post office and State)

District Counsel at El Paso Texas ✓
(Post office and State)

and Chief Engineer, Denver, Colorado

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

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

L M LAWSON
(Signature)

Denver, Colo. ~~July 29, 1921~~
The above described contract and bond, if any, approved

by _____ on
Chief of Construction.

Acting Chief Engineer Denver, Colo. July 29, 1921

~~XXXXXXXXXX~~ to Director:
It is recommended that the above described contract be
~~XXXXXXXXXX~~
approved and bond if any approved.

Inclosures:
Original and 3 copies of form letter.
" " 2 " " contract.

R. F. Walter
(Signature)

executed Washington, D. C. AUG 8 - 1921
Contract approved and bond, if any, approved by
on AUG 8 - 1921

Morris Bien, Assistant Director, U.S.R.S.

..... For and in consideration of the faithful performance of this contract, the Contractor shall be paid

~~8~~ No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of the contract so far as the United States is concerned; all rights of action, however, for breach of this contract are reserved to the United States, as provided by section 3737, Revised Statutes of the United States.

~~9~~ It is further stipulated and agreed that in the performance of this contract no persons shall be employed who are undergoing sentences of imprisonment at hard labor which have been imposed by courts of the several State or Territories or municipalities having criminal jurisdiction.

~~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. L., 1109).

IN WITNESS WHEREOF the parties have hereto signed their names the day and year first above written

THE UNITED STATES OF AMERICA,

By L. H. LAWSON

Project Manager, U. S. R. S.

PASCUAL PROVENCIO
Contractor.

* By Fabens, Texas.

P. O. Address

† Approved:

(Date) _____, 19____

* See pars. 6 and 7, Instructions, over.
† Approval of this contract is not required when executed by the Chief of Construction, except in cases covered by regulations on pages 201-203 of the Manual.

title in his own right and were not informed, as has since proved to be the case, that an interest in the said land was held by certain minors who are not competent to bind themselves by a land conveyance, thereby rendering necessary certain guardianship proceedings in order that their interests may be acquired by the United States; and it also appearing that the Contractor, being a person unfamiliar with land transactions, and believing that he could, without the formality of guardianship proceedings convey for the said minors, who are his children, and that therefore he would be liable for no considerable expense thereunder; the understanding of the parties hereto resulting in a mutual mistake as to the bilateral terms of the said former agreement;

5. Now, therefore, in consideration of the Contractor's accomplishing at his own expense the necessary guardianship proceedings, the same to be consummated in the manner prescribed by law to the end that a sale of the interest of the said minors may be made and that fee simple title, unincumbered, may be vested in the United States by proper conveyance, the United States agrees that it will cause to be paid to the Contractor and to the minors in interest in proportion as their interests may appear the sum of one hundred and seventy-five dollars (\$175.00) in lieu of the consideration named in the said agreement dated March 15, 1919; and the Contractor hereby releases the United States from the payment of any moneys named in the said last mentioned agreement.

6. It is understood and agreed between the parties hereto that the said contract dated March 15, 1919, shall remain in full force and effect, except as to the guardianship proceedings and the consideration to be paid as hereinbefore agreed upon.

7. The contractor expressly warrants that he has employed no third person to solicit or obtain this contract in his 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 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: *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 contractor in the regular course of his 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.

~~Where the operations of this contract extend beyond the current fiscal year it is understood that the contract is made contingent upon Congress making the necessary appropriation for expenditures thereunder after such current year has expired. In case such appropriation as may be necessary to carry out this contract is not made, the contractor hereby releases the United States from all liability due to the failure of Congress to make such appropriation.~~

Project Manager

NOT INDEXED
ASSUMED NOT RECORDED

Form 7-523
Form approved by the Secretary of the Interior
September 13, 1915
(Reprint July, 1919)
(Reprint Nov., 1919)

CONTRACT
(Disbursement)
6-6024

DEPARTMENT OF THE INTERIOR

UNITED STATES RECLAMATION SERVICE

RIO GRANDE PROJECT TEXAS - NEW MEXICO.

THIS AGREEMENT, made the 15th day of July., nineteen hundred
and twenty-one, in pursuance of the act of June 17, 1902 (32 Stat., 388), and
acts amendatory thereof ~~and~~ ^{or} supplementary thereto, between THE UNITED STATES OF AMERICA
hereinafter styled the United States, by L. M. Lawson, Project Manager,

United States Reclamation Service, thereunto duly authorized, and subject to the approval of the proper
supervisory officer of the United States Reclamation Service, and Pascual Provencio, a
widower,

hereinafter styled Contractor, his heirs, executors, administrators, successors, and assigns.

WITNESSETH: The parties covenant and agree that—

~~1. This Contractor will~~

2. Whereas, an agreement was entered into between the Contractor
and the United States under date of March 15, 1919, recorded in the
records of El Paso County, Texas, in Deed Book 328, page 92, where-
by the Contractor agreed to convey to the United States a certain
tract of land containing eighty-nine hundredths (0.89) acre, more
or less, in the southwest quarter of the southwest quarter of sec-
tion eighteen (18), township thirty-two (32) south, range seven
(7) east, United States Reclamation Service survey, El Paso County,
Texas, reference to the said former agreement being made for the
purposes herein agreed upon; and

3. Whereas, in said agreement dated March 15, 1919, the United
States agreed to pay to the Contractor for the said described
tract of land a money consideration of one hundred and twenty-five
dollars (\$125.00), and the Contractor agreed to convey complete
title to the United States, in feesimple, unincumbered, and to
procure at his own expense all assurances of title found to be
necessary in order to comply with these terms; and

4. Whereas, at the time the parties entered into the said
agreement dated March 15, 1919, the officers acting for the United
States were assured by the Contractor that he then held complete

CERTIFICATE

I HEREBY CERTIFY That the land described in the agreement to sell dated March 15, 1919, with Pascual Provencio 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, \$125.00, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

L.M. LANSON

Project Manager.

El Paso, Texas.

March 18, 1919.

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

Has been in cultivation.

[Faint, illegible text]

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.

Socorro Ditch.

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

\$ 75.00 to 100.00 the 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.

Cuts a four and a quarter (4 $\frac{1}{4}$) acre tract in to and takes adobe two room house size 43X15X11. House in fair condition, would cost one hundred and fifty dollars to replace.

The above is a correct statement of the information procured.

Dated 3/15/19. 191

(Signature) Geo. W. Hoadley

(Title) _____

In Charge of Negotiations.

Approved:

Project Manager.

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made 3/15/19. 191 , with

Pascual Provencio
for the purchase of land required for Franklin Drain
purposes, Project, El Paso
County,

1. State description and approximate area of land to be conveyed.
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.

Socorro 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.

Pascual Provencio --Fabens, 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.

Owner in possession.

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

6-4803

NOT SUBJECT TO RIGHT OF WAY

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

MAR 22 1919

El Paso, Texas, _____, 19

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

Subject: Forwarding contract for approval.

Agreement dated **March 15, 1919.** Rio Grande Project

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

With **Pascual Provencio**

Estimated amount involved, \$ **125.00** Authority No. **63 C d**
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 Counsel**
at **El Paso, Texas.** of the approval of the above

Encls: **Original & 3 copies contract**
Original & 1 copy Report on land agreement **L.M. LAWSON**
Original & 1 copy certificate of recommendation **Project Manager.**
Two blueprints

Denver, Colo., **Mar. 29,** , 19 **19**

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

Inclosures:

Orig. & 3 copies form letter.
" " 2 " contract.
" Cert. of Necessity.
" Rept. on Land Agreement.
1 blue print

CHAS. P. WILLIAMS.
Acting Chief of Construction.

6-4533

Washington, D. C., **APR 2 - 1919**

Contract (and bond, if any,) was approved by **MORRIS BIEN,**
Assistant to the Director,
on **APR 2 - 1919**

Original enclosed for record
and further appropriate action

APR 3 '19 94441

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

WASHINGTON, D. C.

APR 12 1919

From Assistant to the Director

To Project Manager, El Paso, Texas.

Subject: Contract for purchase of right of way executed
March 15, 1919, by Pascual Provencio -
Rio Grande Project.

1. Reference is made to ^{form} letter from
this office to you, dated April 9, 1910, relative
to the above matter.

2. The original contract for purchase
of right of way was inadvertently omitted and it
is enclosed herewith to be recorded and returned.

Morris Bien

Enc.

El Paso, Texas, February 7, 1921.

From Project Manager

To Chief Engineer, Denver.

Subject: Agreement to sell land with Pascual Provencio,
dated March 15, 1919 (El Paso Valley Franklin
drain) - Rio Grande project.

1. Settlement under the above described contract has been delayed for the reason that examination of title developed the fact that vendor, a Mexican, is a widower and that the land involved is part of the community estate of his marriage, which, under the Texas statutes (Art. 2469), descends, where there are children, one-half to the surviving spouse and one-half to the child or children or their descendants, etc. Vendor has two minor children, one of whom is stated to be 11 and the other 12 years of age. Thus it will be a considerable number of years before they are able to act in their own right as to the conveyance of real estate. In order to consummate this land purchase, therefore, it would be necessary, in addition to getting deed executed by the father, to have a guardian appointed for the estate of the children, apply to the court for an order of sale, have guardian bonded, and, after the conveyance, have the sale approved by the court. Under the agreement to sell (par.3), the vendor must bear the expense of procuring the instruments necessary to perfect title, but in the above procedure the filing fees for the necessary petitions and other court papers would amount to at least \$20, and to this must be added the fees of an attorney to handle the matter, which would be in the neighborhood of \$25. The consideration to be paid by the Reclamation Service is \$125, and in view of this amount the above expenses are relatively great and more than we can in justice call upon the vendor to bear. The necessity of the guardianship proceedings has been brought to his attention, but in view of the expense, lack of ready cash, and the fact that the right of way transaction was initiated by the Government, he refuses to take action, preferring to allow the negotiations to lie dormant. Also, it is fair to take into account the fact that this right of way has been particularly burdensome to the landowner for the reason that his place, a small one containing only two or three acres, was

cut in two by the drain and his house entirely destroyed.

2. My recommendation is that a new agreement to sell be substituted for the one dated March 15, 1919, the new agreement to increase the consideration to be paid by \$50, or to a total of \$175, with the understanding that the vendor is, at his own expense, to take immediate steps looking to the appointment of a guardian, etc. If this authority is granted the necessary contract will be prepared and the matter closed accordingly.

L M LAYSON

Incls. Copy for Dr's. office.
Copy to D. C. El Paso.

El Paso, Texas,
August 8, 1919.

Pioneer Abstract & Guarantee Title Co.,
First National Bank Bldg.,
City.

Gentlemen:-

Enclosed, herewith, is warranty deed running from Pascual Provencio to the United States, deed running from the Corporation of Socorro to the Government grantor, and affidavit as to possession of the land by the Government grantor, and other matters.

It is noted that the deed running from the Corporation has not been acknowledged and has never been recorded, and on account of lack of acknowledgment, it probably would not be admitted to public record. However, the deed is more than 30 years old and Pascual Provencio, the Government Grantor, has made satisfactory showing that he has been in possession of the land for more than 30 years.

The deed running to the Government has not been recorded, and we wish to hold it off the records until you are ready to issue title certificate. At that time we will at once have the deed filed for record.

Very truly yours,

C. F. Harvey,

Asst. District Counsel.

This man is a widower-make inquiry
as to possible outstanding interests
of a deceased wife.

CFH:T

El Paso, Texas, July 11, 1919.

Mr. Pascual Provencio,
Fabens, Texas.

Dear Sir:

With reference to your agreement to sell to the Reclamation Service right of way for the Franklin Drain, you are advised that it is our intention, if possible, to get a title guaranty for this land. In this connection we are obliged to make some inquiries, stated below, to which we invite your very careful attention.

We understand that you have no abstract of title to this land, but if you have it and will bring it to this office it will very likely be the means of obviating a discussion of the following questions. Therefore, if you do happen to have an abstract of title please put us in possession of it without delay.

Assuming that you have no abstract of title, we wish to have the following questions answered in detail:

Have you a deed for the land running to yourself? If so, please bring the same to our office in order that it may be examined, or give us a reference to the book and page number of the County records if the deed has been recorded. State how long you have been in possession of the land, giving, if possible, the exact year when you acquired possession.

State if there are at present any mortgages or any other liens existing against the land. If your county taxes are not paid fully up to date, please pay them at once as it will be necessary to have all taxes paid before we can make payment to you of the purchase price of the land.

We suggest that the best way for you to handle this matter is to call at our office bringing with you all the papers which you have relating to your title to the land.

Please do not delay action upon the various matters contained in this letter. We cannot take further steps to pay you the money due you until we hear from you further.

Yours very truly,
CFHarvey
Asst. District Counsel.

CFH:T

El Paso, Texas,
May 29, 1919.

County Clerk,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record are three
agreements to sell between the United States of America
and the following named parties:

✓ Pasenai Provencio, dated March 15, 1919,
Josefa Urtiaga, dated March 15, 1919, and
Guadalupe Holguin, March 15, 1919.

Yours very truly,

FWDent by CFH

District Counsel.

Enc 3.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

WASHINGTON, D. C.

APR 12 1919

From Assistant to the Director

To Project Manager, El Paso, Texas.

Subject: Contract for purchase of right of way executed
March 15, 1919, by Pascual Provencio -
Rio Grande Project.

1. Reference is made to ^{form} letter from
this office to you, dated April 9, 1910, relative
to the above matter.

2. The original contract for purchase
of right of way was inadvertently omitted and it
is enclosed herewith to be recorded and returned.

Morris Lien

Enc.

February 12, 1921.

Acting Chief Engineer,

Director, Washington.

Agreement to sell land with Pascual Provencio dated
March 15, 1919 (El Paso Valley Franklin drain) -
Rio Grande Project.

1. Enclosed is letter from the Project Manager at El Paso, Texas, dated February 7, 1921, in regard to the above subject.
2. If it were possible to withdraw the original land purchase contract dated March 15, 1919, with Pascual Provencio from the office of the Auditor for the Interior Department and to withdraw the copy of the contract from the Returns Office and cancel the contract, this office would be glad to recommend such action, so that new contract might be entered into with the proposed vendor for a larger sum, to wit, \$175.00. It is very doubtful, however, whether the contract dated March 15, 1919, can be so recalled and canceled.
3. It is also very improbable that there exists a sufficient legal consideration, notwithstanding the facts set out in Project Manager's letter, upon which a supplemental agreement might be premised increasing the consideration to be paid from \$125.00 to \$175.00, but this is a matter which should receive consideration by the Chief Counsel.
4. In short, if either plan can be legally adopted, this office would be glad to concur in the Project Manager's recommendation that the consideration to be paid Provencio be increased \$50.00, so that steps might be taken at his expense for the appointment of a guardian to represent the minor children, so that good title to the property in question may be conveyed to the United States within a reasonable time.

Encl.: Letter from P.M. to
C.E., Feb. 7, 1921.

CC - P.M., El Paso, Tex.
D.C., El Paso, Tex.

R. F. Walter