THE STATE OF TEXAS	. ₁
COUNTY OF EL PASO.	BEFORE ME, Geo. Hoodley .
	in and for El Paso, County, Texas, on this day personally appeared
Josefa Urting	a, a widow,
known to me to be the person whose	name subscribed to the foregoing instrument, and acknowledged
	for the purposes and consideration therein expressed.
· ·	
Given under my hand and seal	of office this
at we see that the second	Geo. Talio Gley.
	Notary Public in and for El Paso County
THE STATE OF TEVAS	Texas.
THE STATE OF TEXAS COUNTY OF EL PASO.	in §
	J BEFORE ME,
9	in and for El Paso, County, Texas, on this day personally appeared
	wife of
	same is subscribed to the foregoing instrument, and having been examined
	and, and having the same by me fully explained to her, she, the said
n .	acknowledged such instrument to be her act and deed,
	gned the same for the purposes and consideration therein expressed, and
that she did not wish to retract it.	
Given under my hand and seal is	of office, this day of A. D. 191
THE STATE OF TEXAS COUNTY OF EL PASO. of said County do hereby certify that	I, W D Greet Clerk of the County Court the above instrument of writing, dated on the 7th
	1920 with its certificate of authentication, was filed for record in my
	A. D. 1920, at History o'clock P.M. and duly recorded
the 18th day of May	A. D. 1920 at 11:55 o'clock A M. in the records of
said County, in Volume	
	of the County Court of said County, at office in El Paso, Texas, the day
and year last above written.	
(SEAL)	W D Greet
	Clerk, County Court.
en e	By FLORENCE C ROCK Deputy.
N N	Acknowledgmen M. So County, Tex Deputy.
	knowledg Ig County, Depu
	M. M.
TO	Separate urt, El Pa
	s. Frui
	Solve Coor
	RR Ind Wife
	WARR Single and Wife Filed for recore Glerk, County C Sy ELLIS B

Deputy. WHEN WEITING GIVE NUMBER OF RECEIPT AND NAME OF COUNTY.

Total State and County Taxes, Interest and Penalty

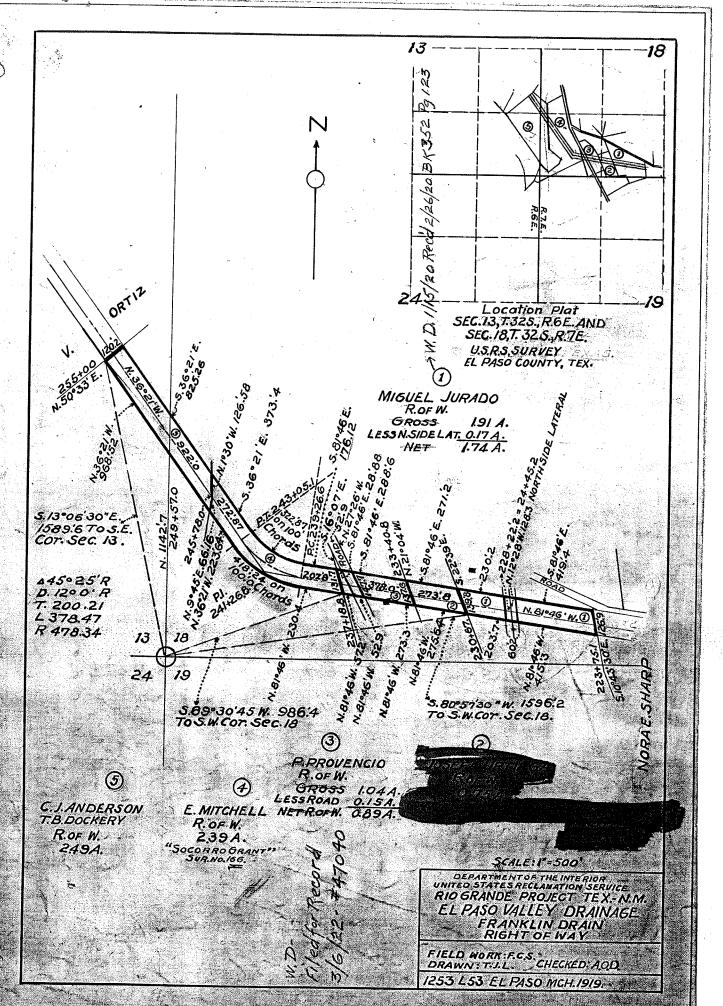
TOTAL AMOUNT PAID IN REDEMPTION

.Tax Collector.

TOTAL

***************************************		BEFORE ME, in and for El Paso, Cour	ity Teras on this day	u hercovalla abbeara
				y personany appeared
# 1 - 4 - 4 - 4 - 4 - 4 - 4 - 4 - 4 - 4 -	ong Seba			
known to me to be the	berson whose n	amesubscribed to	the foregoing instrum	ent, and acknowledge
to me thathe exe	ecuted the same f	or the purposes and consid	leration therein express	ed.
Given under my	hand and seal of	office this	day of	
and the second second	en gregorie inglik	· · · · · · · · · · · · · · · · · · ·		
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THE STATE O) <i>F TEY A</i> C	ing a specification of the		
COUNTY OF E	and the second s	. >		
Contract and appropriate with the contract of	en la companya di salah di sal	in and for El Paso, Cour	A CAR CALL	
	*	wife of		The state of the second of the
		ne is subscribed to the for		A company of the comp
		l, and having the same by		
The state of the s		acknowle		
and declared that she	had willingly signe	ed the same for the purpo	ses and consideration	therein expressed, and
that she did not wish to	e me di ambiente di Ambiente de la Calendaria de la Calen	and the second s		
Given under my	hand and seal of	office, this	day of	A. D. 191
and the second s			***************************************	***************************************
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THE STATE C	manipalatic and reference in the second and the contract of th			<u> </u>
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/4	J41	QKO.D. 345HARO & U.O. 31, 478-4
	THE STATE OF TEXAS, COUNTY OF 62 Care	Know all Men by these Presents: Book 224 P374
	THAT & Agapito kurado, The fun y and ford No/100 l to, one in hand faid by you hereby achuarded ged	Gald, State of Clexas in consideration of Bl. 10 DOLIARS, paid and secured to be paid by of which to
	tract a parce of lance of the State of State of Strated in the Joseph The Joseph Varasto and Varasto and Refugio Grand to Ata	Grant, Sell and Convey unto the said I left a letting a If all and State of Dex as all that certain If it is the Contract of Ellaso and I to Town I and, Ellaso wounds, Social. North bank ga continuency in the social social social social, thence, S. 88 1035 W. 119, 240 Re; thence & 91 30 E. 215 sanas along a to State; the nee, M. 810 E. 11, 800 and the and along and for the state conser y Higner free for and the conservation of the state of the said of the state of the said of
	heirs and assigns, forever. And do herel Forever Defend all and singular the said premises unto the sheirs and assigns, again	emises, together with all and singular the rights and appurtenances thereunto in anywise by bind Mysley, Milly heirs, executors and administrators, to Warrant and said to the factor of a lotter of any part thereof.
	against the alrave described property, premises and improve to face and tenor, effect and reading, when the	But it is expressly agreed and stipulated that the Vender's Lien is retained ments until the above described note—and all interest thereon are fully paid, according ris deed shall become absolute.
	WITNES My hand at FOCIUM (Witnesses at request of Grantor)- Signed and Delivered in Presence of Canada Celaria	O Texas this the John day of august A.D. 1919 Con a fit to Free do main
	-6. de. Harvey	
· ·	THE STATE OF TEXAS, COUNTY OF appeared Classification fund of appeared Classification fund a close to the contraction of the c	er Elfaso County, Tekas on this day personally
	known to me to be the personwhose name	subscribed to the foregoing instrument, and acknowledged to me thatheexecuted essed.
	[Wotarial Seal]	ay of Circuit A. D. 1919. The Least delaria Autary Public in and for Espaso loo of exast. 1919 at 8335 o'clock a. M. and recorded the
	5 th day of Seftember By Carolina Pelson De	1919 at 8335 o'clock M., and recorded the 1912, at 4.35 o'clock M. Clerk County Court, El Paso County, Texas.





Approved by the Secretary of the Interior, January 15, 1910. Revised 12-15.

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

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INFORMATION relating to agreement made

March 15, th

191 **q**, with

Josofa Urtiaga

for the purchase of land required for

Franklin Drain

purposes,

Rio Grande

Project.

El Pas

County,

Peres.

- 1. State description and approximate area of land to be conveyed. St. Sw. Sec. 18, T328, R7E, U.S.R.S.Eurvey.containing 0.75 acre, 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.

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.

Josefa Urtiega 4 Socorro Texas. Widow.

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 lesses

- 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 landowner and water users' association grant of right of way not being invoked.

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

All in cultivation - General crops

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.

\$100.00 to \$150.00 per sore

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.

March 17. 1919.

191

(Signature)....

Geo. W. Hochley

(Title) Field Assistant

In Charge of Negotiations.

Approved:

Dated

L.M. Lewson

Project Manager.

5-4803

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The vendor expressly warrants that she has employed no third person to solicit or obtain this contract in her behalf, or to cause or to procure the same to be obtained upon compensation ain any way contingent, in whole or in part, upon such procurement; and that she 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 her hereunder; and that she has not, in estimating the contract price demanded by her, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to her hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. She 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 emount squal 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. Her Witnesses: Josefa X Urtinga J.I.Wefers. Merk MlPeso.Texas. Magdalena Urtiega Vendor. Cocorro, Texas. I. N. IMMSON For and on behalf of the United States. of.. TEXAS STATE OF BLPASO COUNTY OF Geo.W. Hoad ley notary public Josefe Urtiege in and for said county, in the State aforesaid, do hereby certify that.... personally known to me to be the person.....whose name..... to the foregoing instrument, appeared before me this day in person and acknowledged that ehe signed, sealed, and delivered said instrument of writing asfree and voluntary act, for the uses and purposes therein set forth. I further certify that I did examine the said. husband....., and explained to.... ...the contents of the separate and apart from.... foregoing instrument, and upon that examination.....declared that..... voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and do..... not wish to retract the same. 15th day of March Given under my hand and official seal, this... GEO.W. Hondley. [SEAL.] Notery Public. My commission expires June 10 t.1919. Approved

CERTIFICATE

I HERRBY CERTIFY That the land described in the agreement to sell dated March 15. 1919. with Josefa Urtiaga 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. \$75.00. is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

L.E. Lewson

El Paso, Texas,

Project Manager,

March 17. 1919.

POSSESSORY CERTIFICATE Rio Grande Project, El Paso, Texas, March 17,1919.

Reclamation Service, certify that I have personally examined the land sought to be acquired by the United States from Josefa Urtiaga, in the south half of the southwest quarter. Section 18. Township 32 South, Range 7 East, U.S.R.S.Survey, County of El Paso, State of Texas, for the Rio Grande project, and that the said proposed vendor was in actual, sole, and exclusive possession of the land, claiming to be the owner thereof, and no person claiming a right in such land adverse to the vendor is in possession of any part of it.

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Fi.	el	đ	A	8	si	st	8	nt.	b

- 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

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

- 6. Liens or incumbrances existing against said psemises 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

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

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

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

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	Approved May 27, 1910, by the Secretary of the Interior. Form 7-276 12-11	·	
	THIS AGREEMENT, made	•	
	nineteen hundred and the hetween between between a widow		
	and , him is of		
	County, herring to state the reader and The Heirs, legal representatives and assigns hereinefter stated the reader and The Heirs of A		
	tatives, and assigns, hereinafter styled the vendor, and The United States of America and its assigns by		
	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:		
3.W.H.	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	1	
	A tract of land approximately 1 mile south of the town of Socorro. El Paso County. Texas, in the south helf of the southwarter of Section Eighteen (18), Township Thirty-two (32) South Range Soven (7) East, United States Reclamation Service survey, and more particularly described as follows: Beginning at the southeast corner of the tract of land herein described, which is a point on the property line between land of vendor herein and Miguel Jurado. From which point the souwest corner of said Section Eighteen (18) hears fouth 80°57'30° West, one thousand five hundred ninety-six and two tenths (1596.2 feet; thence North 81°46' West, two hundred seventy-five and six four hundredths feet to point on property line between lend of vendor herein and P. Provencie; thence Borth 21°64' West, one hundred thirty-seven and six tenths (157.0) feet along said property thence South 81°46' East, two hundred seventy-one and twen two hundredths (271.22) feet to point on property line between lend of vendor herein and said Hignel Jurado; thence South 22°59' Heave one hundred thirty-nine and eight tenths (139.8) feet along said property line to point of beginning; said tract of land containing seventy-five hundredths (0.75) acre, more or less.	the	
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Form 7-523t (June, 1918)

DEPARTMENT OF THE INTERIOR

UNITED STATES RECLAMATION SERVICE

SA Peso Texas.

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

Subject: Forwarding contract for approval.

March 15.1919. Agreement dated

Rio Grande

Project

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

Josefa Urtiega

Estimated amount involved, \$

Authority No. or clearing acct. 63 66

(Strike out if no bond transmitted.)

Purpose: (See instructions on back.)

Land Furchese of right of way for Franklin Drain

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

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

El Paso. Texas

District Counsel

MI Poso, Texas. at biols: Orig. & 3 copies contract

Orig. & 1 copy Report on Land Agreement

of the approval of the above

L.M. MARSON

Orig. & 1 copy Cert. of Recommendation Two blueprinte

Project Manager.

Denver, Colo., R. C.

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

Inclosures:

Origin S copies faletoer.

contract

" Obrtickoute of Recentity " Rowert on hand growent. CHAS P. WILLIAMS.

Aoting Chief of Construction.

One blue grint.

Washington, D. C., APR 9-1919

MORRIS BIEN, Contract (and bond, if any,) was approved by on APR 8 - 1919 Assistant to the Director. Figural enclosed for record and further appropriate action

APR 3'19 94445

Certificate as to Taxes.

THIS IS TO CERTIFY That the tax certificate contained in title guaranty dated May 13, 1920, relating to land purchased from Josefa Urtiaga, applies to land a part of which is taken for Franklin drain right of way under contract with above named party dated March 15, 1919.

As to the taxes for the year 1915, these have been paid by the Reclamation Service and deduction from the purchase price therefor has been made.

As to the taxes for years subsequent to 1915, which are not assessed, attention is called to decision by the Secretary of the Interior dated April 25, 1910 (D-11479, which is a letter to the Director of the Reclamation Service, holding that "if property is acquired while the (taxing) proceedings are in fieri by one exempt (as the United States) from taxation, the taxing proceedings are arrested, and a tax, though subsequently levied, is not a lien effectual against the title," etc.

P. W. Dort

El Paso, Texas, May 14, 1920.

District Counsel.

The inclosures with this land purchase are as follows:
Original contract to sell dated March 15, 1919.
Warranty deed running to the United States, and
1 copy, 2 blueprints.
Coming Jottons April 11, 1918, and June 26, 1918.

Copies letters April 11, 1918, and June 26, 1918, from Chief Counsel to District Counsel, El Paso.

Affidavit as to possession. Possessory certificate.

Title guaranty.

Extra copy the above certificate.

(Reference is made to leterr March 26, 1920, from Dr. to C. of C., in regard to land purchase from J. W. Johnson, Rio Grande Project.)

That he is over 21 years of age; that his post office
address is Ysleta, Texas : that he has for
Refore me, the undersigned authority, this day personally mown, and who, after being by me duly sworn, did depose and may: That he is over 21 years of age; that his post-office address is Yeleta, Texas; that he has for personally has read the foregoing affidavit of said affiant and hat the matters therein contained are true to his personal moveledge, and that no other person has occupied or been in post-tated and that no other person has occupied or been in post-tated.
Guadalupe Holguin
Sworn to and subscribed before me, this 7th day
of <u>August</u> , A. D. 1919.
Geo.W. Hoadley
Notary Public, El Paso County,
The State of Texas, County of El Paso:
Before me, the undersigned authority, this day personally
came and appeared <u>Miguel Chavez</u> , 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 negtroffice
Forty (AO) years or more personally known and resided in the neighborhood of Josefa Urtiaga, the foregoing affiant; that he has read the foregoing affidavit of said affiant and that the matters therein contained are true to his personal knowledge, and that to his personal knowledge said affiant has resided on said land continuously for the period of time stated and that no other person has occupied or been in possession of said land during any part of said period of time.
Miguel Chavez
Sworn to and subscribed before me, this 7th day of August , A. D. 1919.
Geo.W. Hoadley Notary Public, El Paso County, Texas.

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The State of Texas, County of El Paso:

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

That she is over 21 years of age; that her post-office address is Socorro, Texas; that she is now the owner of and in actual possession of certain land of which 0.75 acre, more fully described in a contract dated March 15, 1919, between her and the United States, is a part, which contract is for sale to the United States of the land therein described; that said land of which she is now the owner and in possession of was deeded to her by instrument described as follows:

Deed running to affiant's husband, Ramiro Urtigga, now deceased, dated May 7,1915, from Agapito Jurado, affiant's father, et al., said deed having been drawn by mistake to husband of affiant when intended to have been drawn to affiant;

that she has been in actual, continuous, open, and adverse possession of the land of which said 0175 acre is a part for ______ years prior to and including date of said contract between herself and the United States dated March 15, 1919, and during this entire period no other person has been in possession of said land adversely to her.

Witnesses

Magdalena Urtiaga
C.F.Harvey

Mark

Sworn to and subscribed before me, this 7th da

of August

A. D. 1919.

Geo.W. Hoadley

Notary Public Fl Page County

Notary Public, El Paso County, Texas.

The State of Texas, County of El Paso:

Before me, the undersigned authority, this day personally came and appeared <u>Guadalupe Holguin</u>, to me well known, and who, after being by me duly sworn, did depose and say:

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El Paso, Texas, May 19, 1920.

Mrs. Josefa Urtiaga. Care Frank Candelaria. Ysleta. Texas.

Dear Madam:

You are advised that we have received title guaranty for your land taken by the United States for the Franklin drain right of way. The warranty deed running to the United States has just been placed of record, and as soon as this is obtainable from the county clerk we will proceed to voucher the purchase and check will be mailed to you. This check will be minus a deduction of \$4.60, which amount is for taxes on three acres of land for the year 1915, shown to be unpaid by the tax certificate.

Returned herewith is warranty deed dated May 7, 1915, running from Agapito Jurado et al. to Ramiro Urtiaga.

Very truly yours,

P W DEMT

District Counsel.

incl.

El Paso, Texas, August 27, 1919.

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

Gentlemen:

In reference to our letter of August 8, you are advised that a deed has been executed running from Agapito Jurado to Josefa Urtiaga, dated August 20, 1919, which we are today sending for record. We believe that this deed, in connection with the fact that Agapito Jurado is the grantee from the town of Socorro, will vest good title in the above named woman.

Very truly yours,

C F HARVEY

Asst. District Counsel.



El Paso, Texas, August 27, 1919.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is warranty deed dated August 20, 1919, running from Agapito Jurado to Josefa Urtiaga. You are advised that this is a deed made in correction of a former deed, is a gift, and that no material consideration passed between the parties to the instrument.

Very truly yours,

C F HARVEY

Asst. District Counsel.

incl.

El Paso, Texas, August 9, 1919.

Mr. F. G. Candelaria, Ysleta, Texas.

Dear Sir:-

In connection with the payment to be made to Josefa Urtiaga, we have looked into the title this woman holds to her land in the Socorro Grant, and have secured the deed which was made by Agapito Jurado and others wunning to Ramiro Urtiaga, now deceased, who is the husband of Josefa Urtiaga. This deed has never been recorded, and on this account, it is the suggestion of this office that the enclosed deed, which we have prepared running to Josefa Urtiaga, be executed by Agapito Jurado. The fact is, we published that making Pomitic Hating that making Ramiro Urtiaga grantee in the deed already executed was purely a mistake, and that the land was intended to be gift to this man's wife. If you can have the enclosed deed executed and return it to this office, we will have it recorded. We will send the deed to Ramiro Urtiaga back to the wife of this deceased party and it is our suggestion that she destroy this former deed, or at least keep it off the public records This will be the means of perfecting the title and is, of course, something that must be done if we are to secure to her the payment due for canal right of way.

We trust we are not burdening you too much with our requests in connection with canal right of way matters, but understand that you will be glad to take the necessary personal interest and can readily secure the execution of this deed.

Very truly yours,

C. F. Harvey.

Asst.District Counsel.

El Paso, Texas. August 8, 1919.

Pioneer Abstract & Guarantee Title Co., First National Bank Bldg., El Paso, Texas.

Gentlemen: -

With reference to the Josefa Uritaga land purchase, we are transmitting, herewith, a warranty deed running to the United States from this party and also an affidavit as to possession of the land by grantor and other matters. There is also attached a deed dated May 7. 1915, running from Agapito Jurado, grantor's father, et al., to Ramiro Urtiaga. This was a gift and the name of the grantee should be Josefa Urtiaga, and not her husband. it being a mistake when this instrument was drawn. This deed has never been recorded and Agapito Jurado, who is the original grantee from the town of Socorro, is still alive. We understand that Josefa Urtiaga has been is possession of the land for more than three years since the death of her husband, and that there are no children by this marriage. However, if necessary, a new deed could be drawn running from Agapito Jurado to Josefa Urtiaga. but we believe that, under the circumstances, if the deed running to the Government is recorded before that running to Ramiro Urtiaga, the conveyance will vest good title in the United States.

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 woman is a widow-make inquiry as to the possible outstanding interests of a deceased husband.

El Paso, Texas, July 11, 1919.

CFH: T

Mrs. Josefa Urtiaga.

Socorro, Texas.

Dear Madam:

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.

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. e cannot take further steps to pay to you the money due you until we hear from you further.

Yours very truly, CFHarvey

Asst. District Counsel.

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:

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

Yours very truly,

Padent by CFH

Ene 3.

District Counsel.

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 Josefa Urtiaga- Rio Grande Project.

1. Reference is made to 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.