

780

JENSEN, ALITE, et. vir., H.

WARRANTY DEED

JUAN DE HERRERA LATERAL

104

0023-00

77

-0010-00

11-(10) Texas

780

THE STATE OF TEXAS, }
COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS:

That we, Allie Jensen and H Jensen, her husband,

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

Three Hundred Ten and 0/100 (\$310.00) DOLLARS,

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

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~~ ~~and~~ ~~of~~, all that certain tract or parcel of land, lying in the County of El Paso and State of Texas and more particularly described as follows, to-wit:

A tract of land in the southeast quarter of the northwest quarter, the southwest quarter of the northeast quarter, and the north half of the southeast quarter of section twenty-six (26), township thirty-one (31) south, range six (6) east, United States Reclamation Service survey, being also in the Yaleta Grant, being included in a strip of land sixty (60) feet wide and lying thirty (30) feet on each side of a center line described in the blueprint attached hereto and made a part hereof, said strip of land containing 3.02 acres, more or less, 0.33 acre of which lies within the lines of the ditch banks of the Old Juan d' Herrera lateral and is the property of the United States and 2.69 acres of which lies outside of the old ditch banks and is the property hereby conveyed and is indicated in red on the attached blueprint;

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

The United States of America and its

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

The United States of America and its

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

WITNESS our hands at El Paso, Texas, this 18th day of October, A. D. 1918.

Witnesses at Request of Grantor

ALLIE JENSEN
H H JENSEN

Correct as to Engineering Data

THE STATE OF TEXAS, }

COUNTY OF EL PASO.

A Notary Public

BEFORE ME, Geo W Hoadley

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

H Jensen

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 18th day of October A. D. 1918

My com exp June 1 1919

GEO W HOADLEY

Notary Public

THE STATE OF TEXAS, }

COUNTY OF EL PASO.

A Notary Public

BEFORE ME, Geo W Hoadley

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

Allie Jensen

wife of H Jensen

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

Allie Jensen

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 18th day of October A. D. 1918

My com exp June 1 1919

GEO W HOADLEY

Notary Public

THE STATE OF TEXAS, }

COUNTY OF EL PASO.

I, W D Greet

Clerk of the County Court

of said County do hereby certify that the above instrument of writing, dated on the 18 day of October, A. D. 1918 with its certificate of authentication, was filed for record in my office this 24 day of October A. D. 1918, at 8.05 o'clock A. M. and duly recorded the 28 day of October A. D. 1918 at 1.16 o'clock P. M. in the records of said County, in Volume 327 on pages 149

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

W D GREET

Clerk, County Court.

By _____, Deputy.

TO

WARRANTY DEED

Single and Wife's Separate Acknowledgment

Filed for record 1918

at _____ o'clock _____ M.

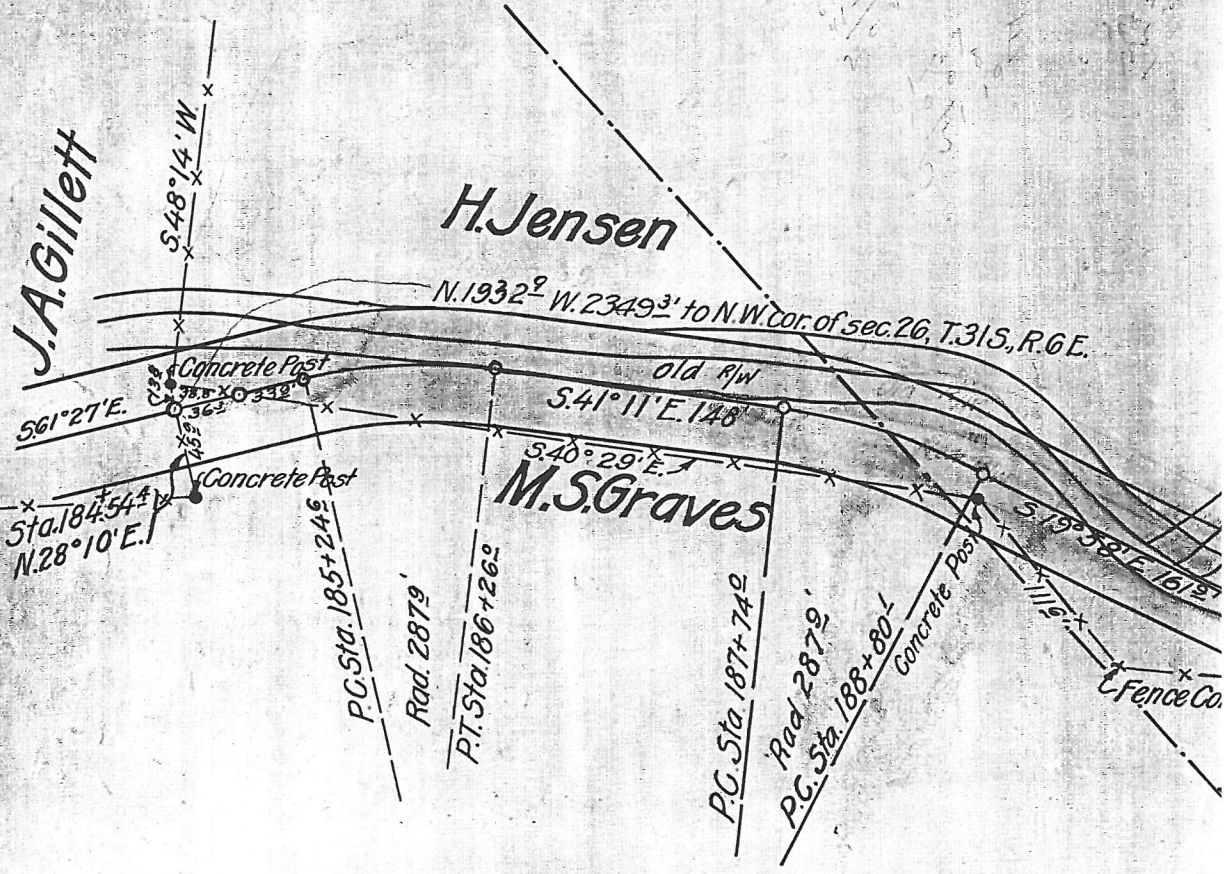
Clerk, County Court, El Paso County, Tex.

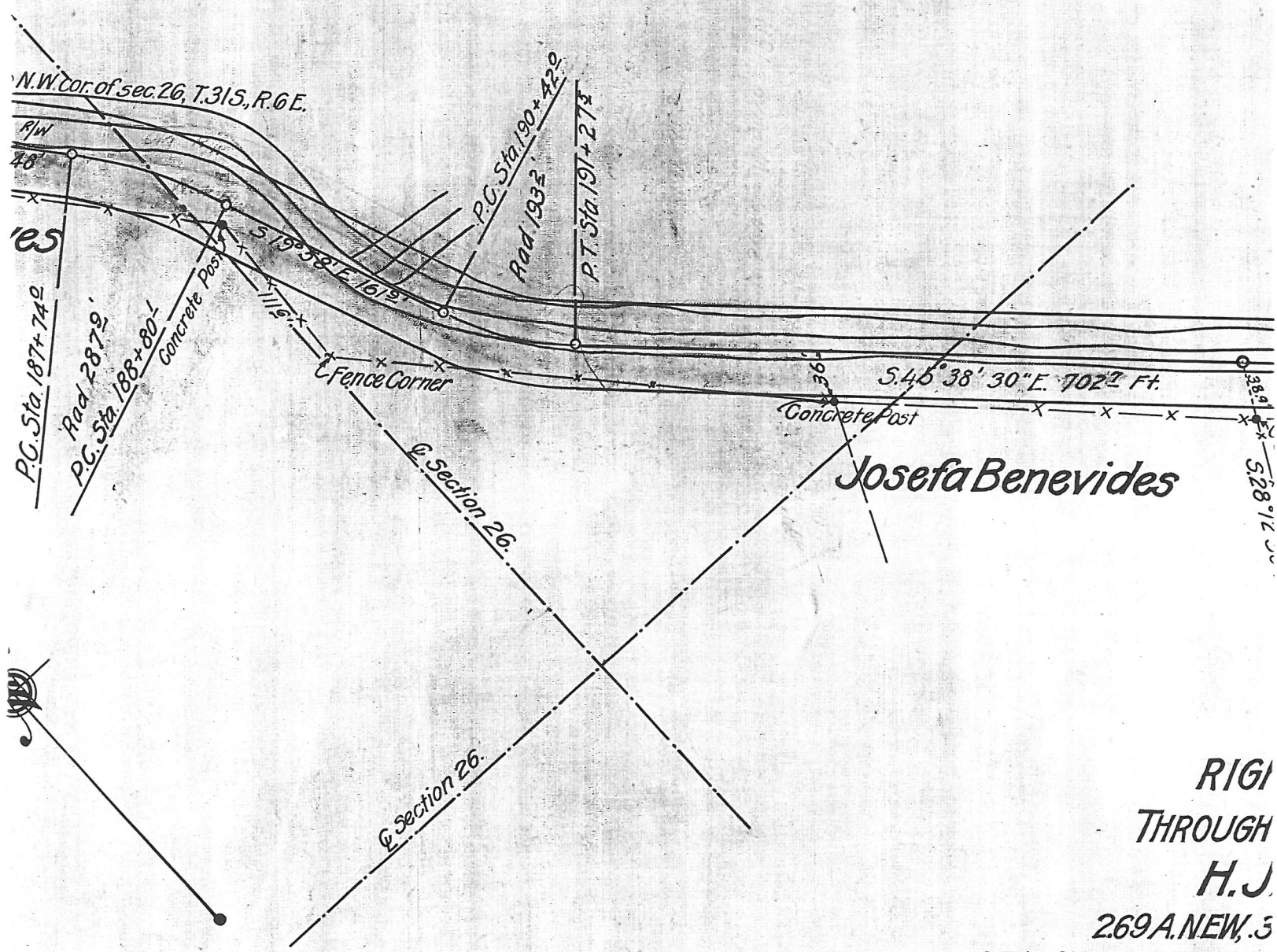
By _____ Deputy.

J.A. Gillett

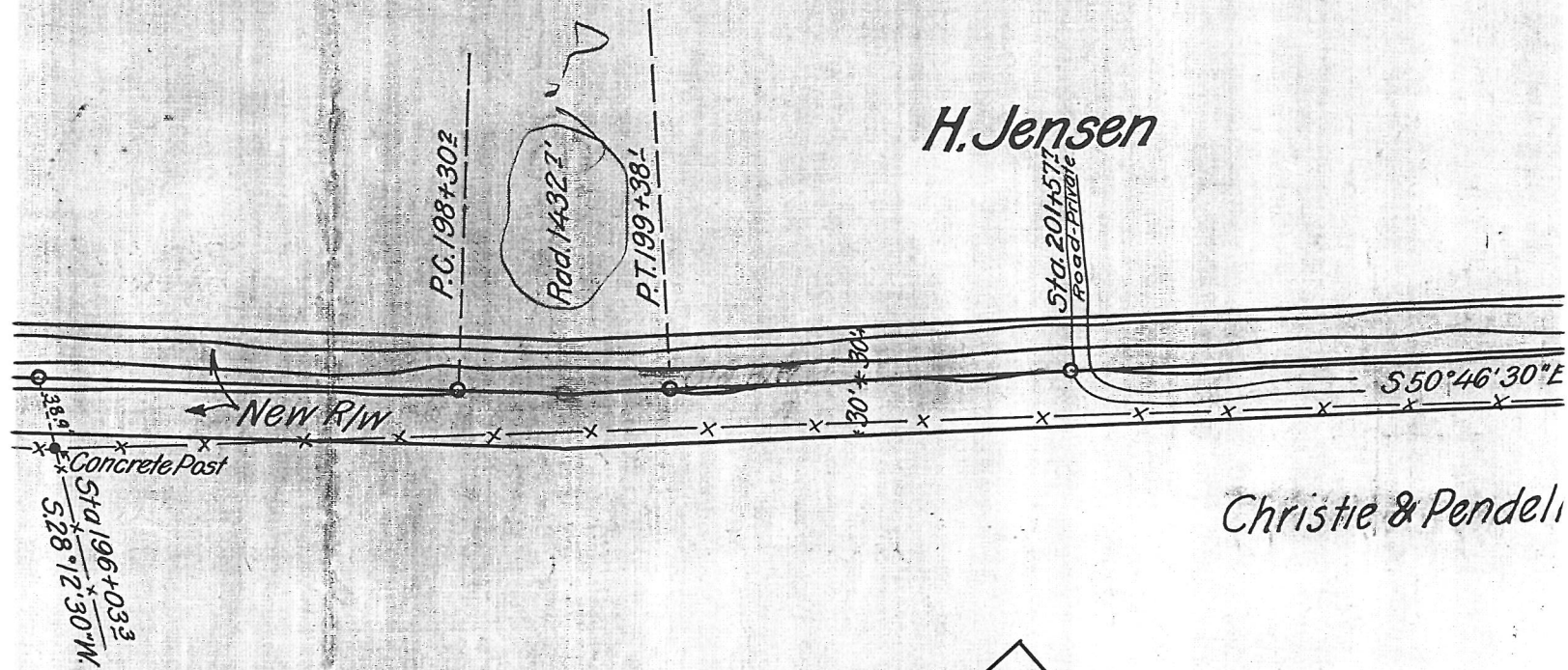
H. Jensen

M.S. Graves

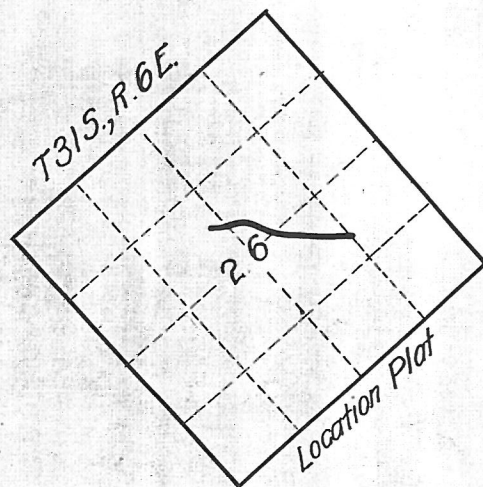




RIGI
 THROUGH
 H.J.
 269 A. NEW, 3
 S.E. 1/4 of N.W. 1/4 + S.W. 1/4 of N.E.
 T.3,
 U.S. R.S. Survey, Ysleta 6
 W.D. 10/18/
 Recorded
 Book 327.



Christie & Pendel



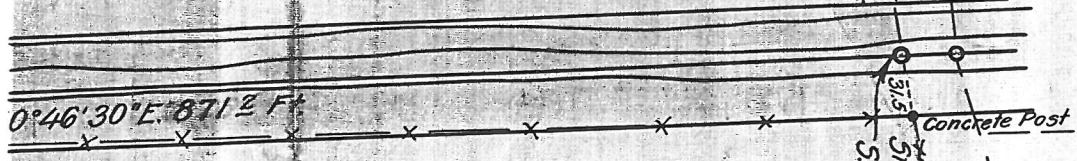
RIGHT OF WAY
 HIGH PROPERTY OF
 H. JENSEN

W. 330LD, TOTAL 302A.
 NE 1/4 & N 1/2 of S.E. 1/4 of SECTION 26,
 T. 31 S., R. 6 E.
 ta Grant, El Paso County, Texas.

1/18/18
 ded 10/28/18
 27 Page 149

R.B.Homan

Concrete Post
County Road
Concrete Post
N31°52'30"E



Concrete Post
 31.5
 Sta. 208+09.3
 S. 1719° E. 1264.5' to S.E. Cor. S. 267.315, R. 6E.
 S. 31° 31' 30" W. x
 5.31 x 31.5

Pendell

Scale 1"=100'

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE RIO GRANDE PROJECT N.M. & TEX. JUAN D'HERRERA LATERAL RIGHT OF WAY	
Drawn by G.A.T. Recommended Checked by G.W.H. Approved	
897L61	El Paso, Tex. Dec. 18/17

El Paso, Texas,
November 20, 1918.

Mrs. Allie Jensen,
Ysleta, Texas.

Dear Madam:

The five abstracts of title pertaining to your land have been returned to this office and we are holding them subject to your orders.

It would perhaps be better for you to call for these than for us to send them thru the mail.

Yours very truly,

Assistant District Counsel.

*Mrs Jensen Called
for the abs. Saturday
Nov. 23-18 and same
were delivered to her*

DEPARTMENT OF THE INTERIOR

UNITED STATES RECLAMATION SERVICE

Denver, Colorado, November 15, 1918.

From District Counsel Edwin H. Peery,
To District Counsel P. W. Dent, El Paso, Texas.
Subject: Opinion on title to land to be purchased from Allie Jensen and Hans Jensen, her husband, for right of way for the Juan d'Herrera lateral - Rio Grande Project, Texas.

1. I have examined the five abstracts transmitted with the letter of Mr. C. F. Harvey of August 14, 1918, relating to the title to certain tracts of land therein set forth, and which tracts it is supposed a strip or parcel of land containing some 2.69 acres, described in an agreement to sell dated January 24, 1918, is located.

2. By said agreement Allie Jensen and Hans Jensen, her husband, for a consideration of \$310.00 agree to convey to the United States a tract of land containing 2.69 acres situated in the SE $\frac{1}{4}$ NW $\frac{1}{4}$, the SW $\frac{1}{4}$ NE $\frac{1}{4}$ and N $\frac{1}{2}$ SE $\frac{1}{4}$ of Section 26, Township 31 South, Range 6 East, U.S. R.S. Survey, in the Ysleta Grant in El Paso County, Texas, or such part thereof as may be owned by the vendors and included in a strip 60 feet wide lying 30 feet on each side of a center line shown upon a blue print attached to the agreement. The land to be purchased under the agreement is shown upon said blue print in red, while the old right of way located in the old Juan d'Herrera ditch is shown in green and stated to be the property of the United States.

3. The abstracts contain no reference to the Juan d'Herrera ditch and it is impossible from the data at hand to connect the proposed purchase with the land covered by the abstracts. These abstracts set forth the title from the date of conveyance by the Town of Ysleta down to March 14, 1918, and cover three separate parcels.

4. The first parcel or tract of land is what is designated as the "Tom Smith Ranch" and the title is shown in abstract No. 1270 of The Western Abstract Company, continued by abstract No. 23267 of the El Paso Title Company. This tract of land was composed of three other separate tracts and is particularly described as a whole in the deed abstracted at entry No. 10 of said abstract No. 23267.

5. Title to the second parcel is set forth in abstracts Nos. 23268 of the El Paso Title Company and 10064 of the Pioneer Abstract Company. The land covered by these abstracts was originally composed of two separate tracts and a portion of a third and the tract as a whole will be found platted at entry No. 3 of said abstract No. 10064, which plat also includes a small area not covered by the abstract lying to the West thereof and between said tract and Acequia Pena. The title to this tract is shown by the abstract to be vested in Allie Jensen, but the tract is not included in the caption to the abstracts.

6. The third tract containing about five acres is situated Northwest of the Tom Smith Ranch and the title is exhibited in abstract No. 23269 of the El Paso Title Company. The specific description of the tract by metes and bounds is found in said abstract at entry No. 7. These descriptions should be combined in a single map or plat showing the location of the Acequia Pena, the Acequia Gacho and the Acequia Socorro, and the proposed purchase should be delineated thereon. The Juan d'Herrera ditch should also be shown and if it corresponds with any of the acequias mentioned, that fact should be stated. There is some question as to the exact location of certain of the boundaries and it may be necessary to make a very close study of the situation in order to arrive at a correct status of the title. If these tracts can be more accurately located by Government surveys and identified, it would be better to have the map or plat made up from such data in the office of the Project Manager.

7. The Tom Smith Ranch is stated in some of the deeds as being composed of four separate tracts and said abstract No. 1270 makes mention of four of such tracts. One of these tracts, however, I am not able to identify, which is the one set forth at entries 1 to 9. It is probable that this tract was included in the abstract by a mistake and under the supposition that it was the same tract shown in abstract No. 23269 which it resembles in a general way in shape.

8. At entry No. 9 of abstract No. 1270 is the deed of trust executed by Thomas Smith, the then owner, to C. H. Ronnkamp, trustee, to secure a note to Mrs. Caroline Bergemann for \$300.00 dated May 10, 1889, and due in four months. This, however, covers a tract of land which does not appear to be part of that covered by the abstract and considering the age of the deed of trust, I am of opinion that we may disregard it.

9. At entry No. 12 of said abstract No. 1270, Maximo Duran conveys two tracts of land, 1 containing approximately 16 acres and the other containing about three acres. The latter is situated to the North of the Acequia Pena and no source of title is shown in Maximo Duran to this second tract. This tract is stated to be shown by survey made by J. S. Camelli on November 4, 1881.

10. A similar lack of title is shown in Maximo Duran in deed No. 13 of said abstract conveying a tract of land to one Hermenegildo Candelaria. The deed, however, recites that the said land was formerly owned by Manuel Telles first and known as survey No. 161 and made by George Villars April 15, 1862, and deeded by the corporation of the Town of Ysleta to Maximo Duran on February 11, 1882. An effort should be made to find this deed and have it included in the abstract.

11. At entry No. 14 the conveyance excludes a tract of land between the Gacho Acequia and the Socorro Acequia, which appear to run along the Southwesterly boundary of the tract and close together. I am not able to say whether this omission affects the title to the land to be conveyed to the United States as the connection between the land to be

so conveyed and this tract is not shown.

12. The title to the tract of land covered by the aforesaid abstracts passed thru administration proceedings in the matter of the estate of Thomas Smith, deceased, and was sold to Allie Jensen. The administration proceedings show that the sale was made to Allie Jensen and Hans Jensen, but the deed was made to the former.

13. Abstracts Nos. 10064 of the Pioneer Abstract Company and No. 23268 of the El Paso Title Company, set forth the title to the tract of land platted at entry No. 3 of the former abstract.

14. At entries Nos. 8 and 10 deeds are executed without previous showing of title in the grantors, but the deeds contain a recital in substance that the sale is approved by the municipal council of the Town of Ysleta, which grants all the right the Town has in the land described as of dates March 31, 1863, and January 1, 1869 respectively. These recitals or statements which appear to have been added to the deeds were signed by the mayor and councilmen. It is my opinion that we can accept these statements as a conveyance of the title of the Town of Ysleta.

15. The title passed to Anastacio Guerra (entry No. 11, abstract No. 10064), who conveys two of the tracts composing the principal part of the land abstracted to Concepcion Guerra, who afterwards appears to have been his wife. She died leaving seven children of the marriage. The husband afterwards re-married and died leaving him surviving the said seven children by the first marriage and his wife and one child by the second marriage. He left a will devising to the children by his first marriage his undivided one-half interest in the ranch or farm in Ysleta in El Paso County, Texas, "on which I formerly resided, the children aforesaid being now the owners of an undivided one-half interest in said property as heirs of their mother, my first wife aforesaid".

16. Six of the said seven children conveyed their respective interests to the other one, Ysabel Guerra de Montez, from whom title passed to Allie Jensen. It should be shown that the tract of land referred to in the will as the ranch or farm in Ysleta on which the testator formerly resided is identical with the tract under abstract and so as to negative the idea that he may have resided upon some other tract of land in Ysleta.

17. It would appear that a portion of this tract was still vested in its entirety in the testator at the time of his death, in which event his second wife and child would inherit an interest therein. It seems, however, that he intended to devise the entire tract to his children by his first wife and since it appears that the second wife acquiesce in the provision made for her and her child, I think we may regard the title as having passed to the children of the first wife.

18. Affidavits by Solomon Guerra (entry No. 29, Abstract No. 10064) and of Ysabel Montes (entry No. 30, same abstract) show that the

latter has held possession of the tract in question claiming it as her homestead for a period of some thirteen years prior to the date of the affidavits.

19. The title to the third tract is set forth in abstract No. 23268 of the El Paso Title Company and appears to have vested in the vendor free of liens.

20. When the plat above indicated has been prepared showing the location of the tract to be purchased, the papers may be re-submitted for final examination.

--- Edwin H. Peery.

CC-Chief Counsel, Wash. D.C.

Encs:

1. Agreement of sale of Jan. 24, 1918.
2. Abstract No. 1270 of The Western Abstract Co.
3. Abstract No. 23267 of the El Paso Title Co.
4. Abstract No. 10064 of the Pioneer Abstract Co.
5. Abstract No. 23268 of the El Paso Title Co.
6. Abstract No. 23269 of the El Paso Title Co.

THIS IS TO CERTIFY That I have compared the attached copy of contract dated January 24, 1918, made between the United States and Allie Jensen and Hans Jensen, with the El Paso County records, and find that the attached copy is identical with the official records, as found in Book of Deeds No. 318, page 205.

C F HARVEY

Assistant District Counsel.

El Paso, Texas,
November 5, 1918.

El Paso, Texas, October 23, 1918.

Stewart Title Guaranty Company.

El Paso, Texas.

Gentlemen:

Referring to telephone conversation of a few days ago, you are advised that we are to-day sending for record the Allie Jenson and H. Jenson warranty deed, which has been held up for execution and revenue stamp.

In reference to the J. W. Eubank title, we are writing this party in order to learn just what his attitude is. On July 9 we sent him deed to be executed, but to date have not heard from him regarding this particular matter.

Very truly yours,

C F HARVEY

Assistant District Counsel.

El Paso, Texas, October 23, 1918.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is warranty deed dated October 18, 1918, running from Allie Jensen and H. Jensen to the United States of America. Extra blueprint is inclosed for your use in recording.

Very truly yours,

B F HARVEY

Assistant District Counsel.

2 incls.

El Paso, Texas, October 18, 1918.

Mrs. Allie Jensen,
Ysleta, Texas.

Dear Madam:

I have returned to the office after having been away for some time on account of sickness, and find your warranty deed duly executed, except, as requested in our letter of September 21, you have not affixed the 50-cent internal revenue stamp. This will, of course, be necessary before the deed will be admitted to record. Upon return of this instrument with the stamp, we will have it recorded and proceed to close the transaction as soon as possible.

Very truly yours,

C F HARVEY

Assistant District Counsel.

incl.

Oct 4th 1918

Notes No 1 and 2 have been
Taken up.

H. J. J. J.

El Paso, Texas, September 21, 1918.

Mrs. Allie Jensen,
Ysleta, Texas.

Dear Madam:

Pursuant to your instructions given in our office this morning, we have ordered title guaranty for the land which you have contracted to convey to the United States.

Inclosed is warranty deed, which kindly execute, also having your husband sign, and return to this office. This deed must, of course, be put on record before the title guaranty can be delivered to us.

We must secure, in connection with the title guaranty, a certificate from you as to your possession of the land, as this matter is not covered by the title guaranty. Such certificate is inclosed for your signature. We have left blank the place stating the number of years during which you have knowledge of your possession and that of your predecessors in title, and you can fill this in with the proper number of years, according to your best information. We should like to cover a period of ten years, if possible, but if not, try to make it five.

The matter of taxes will also be subject to investigation, and we ask that you have the taxes paid up to date if they are at this time behind.

You can sign and return the papers to this office, and our notary here will take the acknowledgments without charge to you.

A 50-cent internal revenue stamp will be required on the warranty deed. This must be put on conveyances running to the United States, as well as to other parties, and it is customary for the grantor to purchase the stamp.

Your deed will be accepted subject to showing of good title and delivery of the title guaranty, and we trust there will be no difficulty in this regard.

Very truly yours,

C F HARVEY

Assistant District Counsel.

2 incls.

El Paso, Texas, September 21, 1918.

Stewart Title Guaranty Company,

El Paso, Texas.

Gentlemen:

Inclosed is sketch showing H. Jensen land a short distance northeast of Ysleta, right of way across which has been purchased by the Reclamation Service and for which we wish title guaranty. This tract of land is given as containing about 31 acres, and 20 acres of this was formerly known as the "Thomas Smith" ranch; 5 acres was formerly owned by Ricardo Telles; and 4 acres was conveyed to Jensen by Fidel Garcia. The right of way taken contains about 3 acres and the consideration to be paid is \$310. We are to-day preparing deed to be executed by Allie Jensen and Hans Jensen, her husband, which will be put on record as soon as it is returned.

Very truly yours,

C F HARVEY

Assistant District Counsel.

incl.

El Paso, Texas, August 14, 1918.

From Assistant District Counsel

To District Counsel Edwin H. Peery, Los Angeles, Cal.

Subject: Allie Jensen title.

1. Mrs. Jensen called at the office this morning in regard to the progress we were making in the examination of her title. There are five abstracts in the case, which I believe you had under consideration during your last visit to El Paso. I am taking the liberty of forwarding these for your opinion at such time as you can get around to it. The original agreement to sell is also attached.

incls. 5 abstracts.
agreement to sell.

C F HARVEY

*Jensen agreed
later to title guaranty.*

THIS IS TO CERTIFY That upon personal inquiry made at the office of the El Paso County tax collector on April 17, 1918, I was informed that all taxes assessed and due on certain lands described in contract with A. J. Zingre and J. W. Cathcart, dated March 18, 1918, said lands being in E $\frac{1}{2}$ of SW $\frac{1}{4}$ sec. 13, T. 33 S., R. 7 E., El Paso County, Texas, were paid.

C F HARVEY

Assistant District Counsel.

El Paso, Texas,
April 17, 1918.

El Paso, Texas, Feb.13, 1918.

Mrs. Allie Jensen,
Ysleta, Texas.

Dear Madam:

This is to advise you that your contract (agreement to sell) with the United States dated January 24, 1918, to convey certain land for right of way - Juan d'Herrera Lateral System - was approved on the 8th instant.

According to Article 2 of said contract, you are obligated to furnish an abstract covering the land to be conveyed, and you are therefore requested to have such abstract prepared at an early date in order that payment for the land may be made within a reasonable time. It will take from three to six weeks to examine the abstract after receipt of same in this office.

Very truly yours,

Asst. District Counsel.

El Paso, Texas, Feb.13, 1918.

The County Clerk,
El Paso, Texas.

Dear Sir:

Please record inclosed agreement to sell,
using accompanying cloth map for recordation.

Instrument will be called for in due time.

Very truly yours,

Asst. District Counsel.

CERTIFICATE OF RECORD

THE STATE OF TEXAS,
COUNTY OF EL PASO

ELLIS PRINT

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 15 day of February, A. D. 1914, at 10 o'clock M., and duly recorded the 15 day of February, A. D. 1914, at 10 o'clock M., in the Deed

Records of said County, in Volume 1033, on page 225

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

W. D. GREET,

County Clerk,

By J. M. Woodard, Deputy.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

~~El Paso, Texas, January 25~~, 1918.

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

Subject: Forwarding contract for approval.

Agreement dated **January 24, 1918.** **Rio Grande** Project.

Executed by **L. M. LAWSON, Project Manager,**

With **ALLIE JENSEN and RANS JENSEN, her husband,**

Estimated amount involved, \$ **310.00** (See Gen'l Order No. 124)

Purpose of agreement: **Acquisition R/W Juan d'Herrera Lateral System.**

(See instructions on back, Pars. 4 and 5)

Authority No. 68-1.

~~Original and one copy of bond herewith. (Strike out if no bond transmitted.)~~

Advise Chief of Construction, Denver, Colorado, and Project Manager at **El Paso, Texas,**

and **District Council** at **El Paso, Texas.**
of the approval of the above.

L. M. LAWSON,
(Signature.)

Incs.
Orig. & 3 copies agmt. with
Blue print attached.
Cert. P.M.
Report on Land Agmt.

(The blanks below to be filled in the Washington Office.)

Approved by *Morris Egan, Acting*

FEB 6 - 1918

Date of approval FEB 6 - 1918

Bond, if any, approved by same officer on same date.

FEB-4-18 76423

Respectfully transmitted to Director, Washington, for approval.
Enc: Orig & 3 copies form letter "Kept-on" and agreement. 2 "contracts." 5 blue prints.

H. P. Walter
Asst. Chf. of Construction.
Denver, Colo. Jan 30, 1918

CERTIFICATE

I HEREBY CERTIFY That the land described in attached agreement dated January 24, 1918, with ALLIE JENSEN and HANS JENSEN, her husband, is necessary for purposes authorized by the Reclamation Act, viz: for right of way for the JUAN d'HERRERA LATERAL SYSTEM, Rio Grande Project, New Mexico-Texas. In my opinion the consideration agreed upon is reasonable and I recommend that the contract be approved.

Project Manager.

El Paso, Texas,
January 25, 1918.

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made **January 24,** 191**8,** with

for the purchase of land required for **JUAN D'HERRERA LATERAL SYSTEM**
purposes, **Rio Grande** Project, **El Paso**
County, **Texas.**

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

**2.69 Acres. Situated in the SE $\frac{1}{4}$ NW $\frac{1}{4}$, the SW $\frac{1}{4}$ NE $\frac{1}{4}$ and N $\frac{1}{2}$ SE $\frac{1}{4}$
Sec. 26, Township 31 South, Range 6 East, U.S.R.S. Survey, Ysleta Grant.**

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.

Ysleta 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.

ALLIE JENSEN and husband, Ysleta, 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.

Owners are in possession.

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 contract with El Paso
Water Users' Association.**

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 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 Irrigated from Juan d'Herrera Ditch and all capable of irrigation.

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

\$200 to \$400 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.

The above is a correct statement of the information procured.

Dated **January 25,** 191**8.**

(Signature) ... **GEO. W. HOADLEY**

(Title) ... **Field Assistant**
In Charge of Negotiations.

Approved:

L. M. LAWSON, *Project Manager.*

INSTRUCTIONS.

The proper procedure in making purchases of lands under the Reclamation Act, in pursuance of the various rulings made by the Department of the Interior and the Department of Justice, is substantially as stated below, though, in some cases, deviations may be necessary in certain details. These instructions do not relate to withdrawn public lands to which there is a claim by reason of a settlement or entry made prior to withdrawal; in such cases the agreements for purchases of improvements should be entered into on Form 7-523. See Manual, 1913 Edition, Pages 233-237.

1. As soon as possible after it has been ascertained that the property will be required, the Project Manager should forward to the Director of the Reclamation Service the following papers:

(a) Form 7-276 or 7-277, contract of sale, or memorandum of terms of proposed purchase, together with two copies of the same, one for the Returns Office and the other for the Director. When the land is donated, use Form 7-277.

(b) Affidavit of disinterestedness.

(c) This Form (7-281), report on land agreement.

(d) Certificate that the land is necessary for the purposes authorized by the Reclamation Act and that the consideration agreed upon is reasonable, together with his recommendation that the agreement be approved. This certificate should also contain other valuable information relative to the transaction not given in Form 7-281.

(e) If the tract is described by metes and bounds, this report should be accompanied by a small sketch, with the boundary lines platted, showing all courses and distances and all references to public-land corners. (See Manual, *Title, Lands, Acquisition of*, Pars. 11 and 23, pp. 227 and 231.)

2. When the agreement has been approved, the original will be returned to the Project Manager who will immediately notify the vendor thereof and call upon him, if pursuant to said agreement, to furnish an abstract of title, which shall later be extended to include any instruments subsequently recorded in connection therewith and also the record of the conveyance made in pursuance of said agreement, also to procure and have recorded, where proper for record, all assurances of title and affidavits which may be necessary and proper to show clear, unincumbered title in him. This will fix the date from which time may be counted in favor of the United States for extension of the option as provided in the agreement, in case it be found necessary to do so. If the abstract contains a large number of entries it should be indexed, and if the title to a canal system is involved the abstract should be accompanied by maps showing said system and the lands affected thereby. The abstract, certificates, maps, contract, possessory certificate, and form of deed which it is proposed to execute, referred to in next paragraph, should be submitted to the United States Attorney for the district. For form of possessory certificate see also Par. 20, of the *Title, Lands, Acquisition of*, in the Manual.

3. The ordinary form of warranty deed, or its equivalent, in general use will be acceptable to the Department, only one material change being required, viz., the insertion of the italicized words in the clause to the following effect usually found in such deeds: "For and in consideration of . . . dollars to him in hand paid *in pursuance of the provisions of the act of June 17, 1902 (32 Stat., 388)*, by the said party of the second part," etc. The grantee or second party must be the United States, and the words "heirs, executors, administrators, successors," etc., when referring to the second party, should be stricken out, and the sentence should read "the party of the second part and its assigns." One copy of the proposed form of deed should be retained by the Project Manager, to be executed by the vendor after the title has been found acceptable. A quitclaim deed will be acceptable in case title in fee is not vested in the vendor.

4. When forwarding the title papers to the United States Attorney the engineer should request that, if apparently in satisfactory form and sufficient, they be forwarded to the Assistant Attorney General for the Interior Department, with his opinion thereon, otherwise that they be returned, pointing out the defects and indicating how they may be remedied.

5. The Project Manager will notify the Director as soon as the abstract and form of deed have been forwarded to the Assistant Attorney General.

6. The Assistant Attorney General will render an opinion upon the title, and thereupon all the papers will be returned to the Project Manager for action in pursuance of the findings of the opinion. After the title has been found satisfactory, the deed should be executed and recorded and the abstract extended to cover record of same, and also to cover payment of taxes, etc., pronounced by the Assistant Attorney General to be liens against the estate. Payment may then be made to the grantor by the local fiscal agent, provided no further defects are revealed by the extension of the abstract, or the papers may be forwarded to the Director for payment by Treasury warrant. In the former case the voucher covering payment should be accompanied by the contract, abstract of title, deed, and official copy of opinion. In case the title is found to be imperfect, the papers will be returned for the necessary corrections, and the abstract should then be brought up to date and again submitted through the United States Attorney for re-examination.

7. In the case of a desert-land entry, when the approval has been given of the purchase of the possessory rights of an entryman, the certificate of the recorder of land titles in the county where the land is situated should be obtained, showing that he has searched the records of his office, and stating whether any instrument of conveyance, assignment or mortgage of the right obtained by the entry referred to there appears.

THIS AGREEMENT, made this 24th day of January

nineteen hundred and eighteen, between ALLIE JENSEN and HANS JENSEN,

and her husband, of El Paso

County, Texas, for themselves, their heirs, legal representatives, and assigns, hereinafter styled the vendor, and The United States of America and its assigns by

L. M. LAWSON, Project Manager, United States Reclamation Service, thereunto duly authorized by the Secretary of the Interior, pursuant to the act of June 17, 1902 (32 Stat., 388),

WITNESSETH:

1. The vendor in consideration of the benefits to be hereafter derived from the construction of irrigation works through, upon, or in the vicinity of the lands hereinafter described, of the promises and covenants of the United States herein contained, and of the payment to the vendor by the United States of the sum of one (\$1.00) dollar, the receipt whereof is hereby acknowledged, does hereby agree, upon the terms and conditions hereinafter stipulated, to sell and by good and sufficient deed to convey to the United States of America the following-described real estate and property situated in

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

A tract of land containing two and sixty-nine hundredths (2.69) acres, more or less, situated in the Southeast quarter of the Northwest quarter (SE 1/4 NW 1/4), the Southwest quarter of the Northeast quarter (SW 1/4 NE 1/4), and the North half of the Southeast quarter (N 1/2 SE 1/4) of Section twenty-six (26), Township thirty-one (31) South, Range six (6) East, U. S. R. S. Survey, Ysleta Grant, Texas, being the land owned by Vendor included in a strip of land sixty (60) feet wide lying thirty (30) feet on each side of a certain center line more particularly described in blue print hereto attached and made a part hereof: the land to be purchased hereunder being shown in red, the portion indicated in green being the old Juan d'Herrera Ditch which is now the property of the United States.

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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 Three hundred ten 00/100

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

6. Liens or incumbrances existing against said premises may, at the option of the United States, be removed at the time of conveyance by reserving the amount necessary from the purchase price and discharging the same with the money so reserved, but this provision shall not be construed to authorize the incurrence of any lien or incumbrance as against this agreement, nor as an assumption of the same by the United States.

7. It is agreed that the vendor may retain possession of said premises until February 15, 1918 notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crops thereon until February 15, 1918; except that the proper officers and agents of the United States may at all times have unrestricted access to survey for and construct reclamation works, telephone and electrical transmission lines, and other structures and appliances incident to said reclamation works, pursuant to said act of Congress, free of any claim for damage or compensation on the part of the vendor.

8. This agreement shall become effective to bind the United States to purchase said premises immediately upon its approval as above specified, and shall terminate by limitation at the expiration of twenty-four months from its date, unless extended as above provided, and shall inure to the benefit of and be binding upon the heirs and assigns of the vendor, and also the assigns of the United States.

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

10. 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.

Sheet No.1.

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

Witnesses :

Geo W Hoadley

Allie Jensen

of

Maren Jensen

Hans Jensen
Vendor.

of

of

L. C. Lawson

For and on behalf of the United States.

of

STATE OF Texas
COUNTY OF El Paso } ss :

I, JESSIE E. M. HOWE, a Notary Public

in and for said county, in the State aforesaid, do hereby certify that on this day personally appeared GEO. W. HOADLEY, known to me to be the person whose name who ~~personally know to me to be the person~~ whose name ~~subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that~~ is subscribed as a witness to the foregoing instrument of writing, and after being duly sworn by me stated on oath that he saw ALLIE JENSEN and HANS JENSEN, the persons who executed the foregoing instrument, subscribe the same, and that he had signed the same as a witness at the request of the persons who executed the same.

~~signed, sealed, and delivered said instrument of writing as a 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 does not wish to retract the same.~~

Given under my hand and official seal, this 26th day of January, 1918.

[SEAL.]

Jessie E. M. Howe
Notary Public in and for El Paso
County, Texas.

My commission expires June 1, 1919.

Approved FEB 3 - 1918, 1918

Morris Ben
Agent Director, U.S.B.S. *copy*

Affidavit as to Possession.

State of Texas, :
 : ss.
County of El Paso, :

I, Allie Jensen, do solemnly swear that to my personal knowledge the land described in the contract dated January 24, 1918, made between myself and the United States of America, which land is located in SE $\frac{1}{4}$ of NW $\frac{1}{4}$, SW $\frac{1}{4}$ of NE $\frac{1}{4}$, and N $\frac{1}{2}$ of SE $\frac{1}{4}$ sec. 26, T. 31 S., R. 6 E., United States Reclamation Service survey, being also in the Ysleta Grant,

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

(sgd) Allie Jensen

Subscribed and sworn to before me at El Paso, Texas, this 28th day of Sept., A. D. 1918.

(sgd) Geo. W. Woodley

(SEAL)

Notary Public In and For El Paso County, Texas.

My commission expires June 1, 1919.

I hereby certify that upon personal inquiry made at the office of the El Paso County tax collector on October 18, 1918, I was informed that all taxes due on the above described land were paid up to date.

C F HARVEY
Asst. Dist. Counsel.