

780
CEIUM, A. T. et. ux. Emma

WARRANTY DEED

131

MESA DRAIN

0023-0083-0018-00

17-(18) TEXAS

780

to us in hand paid by The United States of America, in pursuance of the provisions of 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~~

~~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: , and containing 3.40 acres, more or less:

A tract of land situated about three-quarters of a mile northeast of the town of Clint, Texas, in the northeast quarter of section two (2), township thirty-three (33) south, range seven (7) east, United States Reclamation Service survey, being more particularly bounded and described as follows: Beginning at the northeast corner, from which the northeast corner of said section two (2) bears north 51°52' east one thousand two hundred twenty and two-tenths (1229.2) feet; running thence south 14°17' east two hundred and ninety-eight and one-tenth (298.1) feet; thence south 83°05' west thirty and two-tenths (30.2) feet; thence to the left on a curve of one thousand three hundred sixty-two and seven-tenths (1362.7) feet radius six hundred fifty and one-tenth (650.1) feet measured on one hundred (100) foot chords; thence south 41°37' east one hundred fifty-seven and two-tenths (157.2) feet to a point common to property of the Grantor herein and Mrs. L. Bowen; thence south 49°32' west along the property line of the Grantor herein and Mrs. L. Bowen one hundred and twenty (120) feet; thence north 41°37' west one hundred fifty-four and eight-tenths (154.8) feet; thence to the right on a curve of one thousand four hundred eighty-two and seven-tenths (1482.7) feet radius three hundred fifty-four and one-tenth (354.1) feet measured on one hundred (100) foot chords; thence along the property line between the Grantor herein and C. N. Bassett north 13°58' west sixty-one and four-tenths (61.4) feet; thence north 24°03' west four hundred (400) feet to the south line of the main public road east of Clint, Texas; thence N. 17°23' E. 334.3 feet along S. line of said public road to point of beginning;

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

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

The United States of America and its

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

WITNESS our hands at Clint, Tex this 29th day of

July A. D. 1918
Witnesses at Request of Grantor

A. T. Belman
Emma Belman

THE STATE OF TEXAS,

COUNTY OF EL PASO.



BEFORE ME,

J. D. Ruffner

Notary Public

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

A. J. Celum and Emma Celum his wife

known to me to be the person S whose name are subscribed to the foregoing instrument, and acknowledged to me that ~~they~~ executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 27 day of July A. D. 1918

J. D. Ruffner

Notary Public

THE STATE OF TEXAS,

COUNTY OF EL PASO.

BEFORE ME,

J. D. Ruffner

Notary Public

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

Emma Celum wife of *A. J. Celum*

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 ~~she~~ 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 27 day of July A. D. 1918

J. D. Ruffner

Notary Public

THE STATE OF TEXAS,

COUNTY OF EL PASO.

I, *W. W. Greet*

Clerk of the County Court

of said County do hereby certify that the above instrument of writing, dated on the 29 day of July, A. D. 1918 with its certificate of authentication, was filed for record in my office this 16 day of Aug A. D. 1918, at 5:10 o'clock P M. and duly recorded the 8 day of Aug A. D. 1918 at 4:45 o'clock P M. in the records of said County, in Volume 321 on page 190

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. W. Greet

Clerk, County Court.

By *J. M. Woodard* Deputy.

WARRANTY DEED

Single and Wife's Separate Acknowledgment

Filed for record Aug 16 1918

at 5:10 o'clock P M.

W. W. Greet

Clerk, County Court, El Paso County, Tex.

By *J. M. Woodard* Deputy.

ELLIS BROS. PRINTING CO. EL PASO

us R.S.

321 190
7/29/18

INDEXED

COMPARED

8345

7-276 INDEXED

AGREEMENT TO SELL

W. D. Greet
Emma Greet

UNITED STATES.

COUNTY OF

(47)

SS:

I hereby certify that this instrument was filed

for record at my office at

FILED FOR RECORD

1918

recorded in Book

Page No.

W. D. GREET

County Clerk

Deputy

By

Emma Greet

4/12/18 320
52

CERTIFICATE OF RECORD

ELLIS PRINT

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 28th day of March, A. D. 1918, at 8:10
o'clock A. M., and duly recorded the 6th day of April, A. D. 1918, at
2:10 o'clock P. M., in the Deed

Records of said County, in Volume 320, on page 52

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,

L. O. Amador Deputy.

mission expires

NOTE.—Execute this affidavit only on the copy for the Returns Office, not on original.

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made

February 12

191⁸, with

A. T. CELUM and EMMA CELUM, his wife,

for the purchase of land required for **El Paso Valley Mesa Drain**

purposes, **Rio Grande** Project, **El Paso**
County, **Texas.**

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

**3.40 acres more or less lying in the NE $\frac{1}{4}$ of Section 2, Township
33 South, Range 7 East, U.S.R.S. Survey.- Near Clint, Texas.**

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.

San Elizario 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.

A. T. Celum and wife, Clint, 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 water
users' association, El Paso Valley.**

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 of the land is in cultivation; crops, wheat and alfalfa.

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 of land irrigated from Salitral Ditch.

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

\$150 to \$200 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

191

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

(Title) **Field Assistant**

In Charge of Negotiations.

Approved:

L. M. LAWSON,

Project Manager.

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 EIGHTY (\$380.00)

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

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

7. It is agreed that the vendor may retain possession of said premises until February 20, 1918, notwithstanding earlier delivery of the deed as

herein provided, and may harvest and retain the crops thereon until February 20, 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).

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Witnesses

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STATE OF
COUNTY OF

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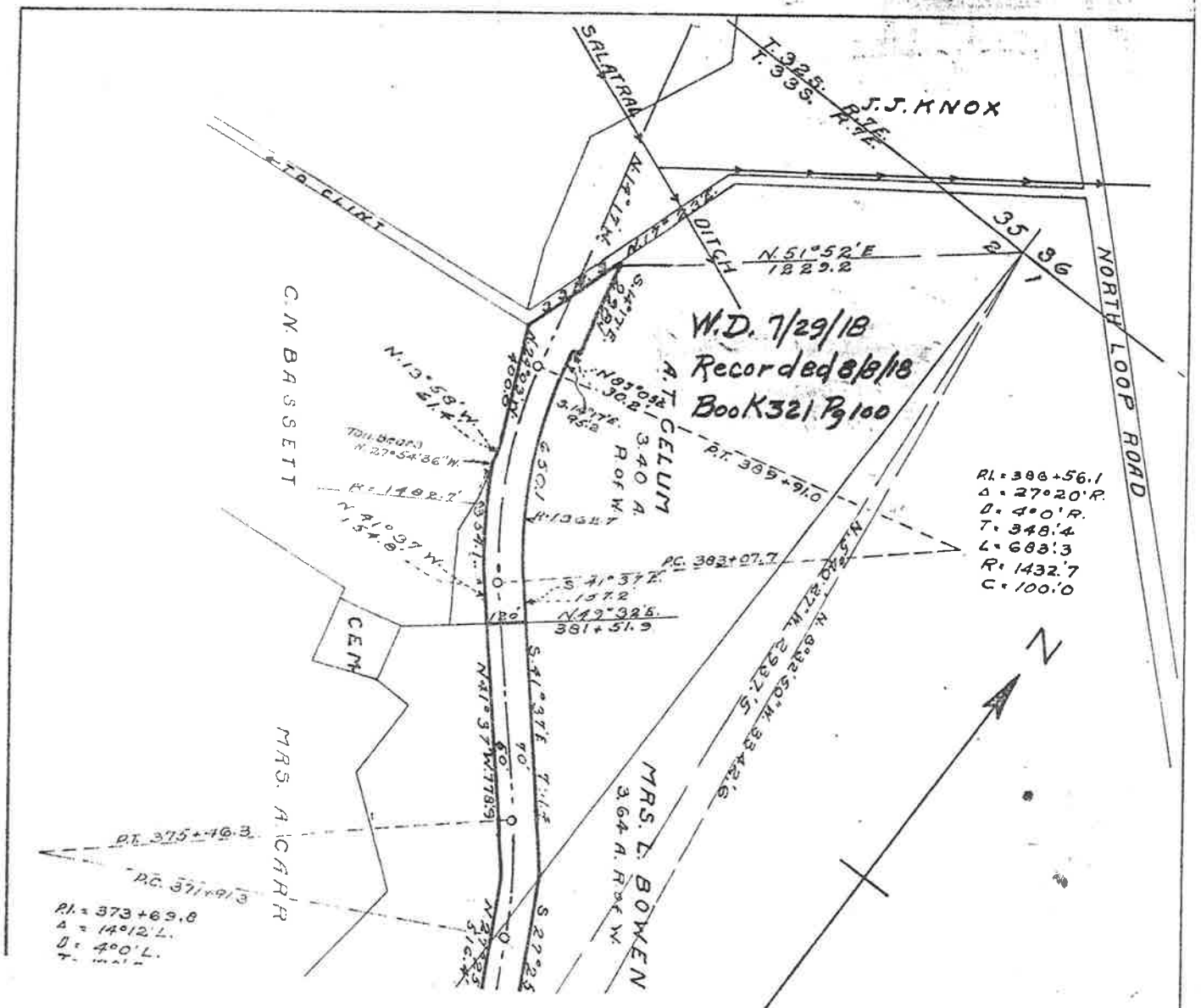
voluntarily
not with

Given

[SEAL]

My comm

Approved



Handwritten notes and signatures at the bottom left of the map, including a signature that appears to be "J.J. Knox" and some illegible text.

Users Cont
 7/27
 1384 Pg 578

Handwritten number "18" in the bottom right corner.

El Paso, Texas, October 4, 1918.

Mr. A. T. Colum,
Clint, Texas.

Dear Sir:

In answer to your recent inquiry as to when you may expect payment for the land purchased from you for right of way for the El Paso Valley mesa drain, you are advised that during July this office forwarded to the Stewart Title Guaranty Company the abstract of your land, the title guaranty having been ordered in June. We are endeavoring to have this company hasten delivery of all title guaranties ordered, but they are short of assistance and such matters often go pretty slowly.

There is a matter which we overlooked, and that is as to possession of your land. Adverse possession is not guaranteed against by the title guaranties, and we are therefore asking you to sign and return the inclosed certificate as to possession. The place where the number of years you and your predecessors have been in possession, is left blank. We would like to have you certify to at least ten years if possible.

We now have the recorded warranty deed and your tax receipts, and as soon as the title guaranty is delivered and you return the certificate as to possession, we will be in a position to voucher your account and make payment of the amount due you.

Very truly yours,

C F HARVEY

Assistant District Counsel.

incl.

El Paso, Texas, August 6, 1918.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is warranty deed dated July 29, 1918, running from A. T. Celum and wife to the United States.

Very truly yours,

O F HARVEY

Assistant District Counsel.

incl.

El Paso, Texas, August 1, 1918.

Mr. A. T. Celum,
Clint, Texas.

Dear Sir:

Receipt is acknowledged of the warranty deed for the mesa drain right of way. This deed appears to be properly signed and acknowledged, but, as stated in our letter of June 11, a 50-cent internal revenue stamp must be affixed. Kindly attend to this matter, as the stamp is necessary if the deed is to be admitted to the county records.

Very truly yours,

P. W. DENT GPH

District Counsel.

incl.

CH

El Paso, Texas, July 16, 1918.

Stewart Title Guarantee Company,

El Paso, Texas.

Gentlemen:

Referring to our letter of June 10 and your conversation of this morning, we are transmitting herewith for your use, the Pioneer abstract to A. T. Culum land.

Kindly return this abstract when you have finished with it.

Very truly yours,

P W DENT OFE

District Counsel.

incl.

*Culum advised us to
pay for abstract
when in office
7/25-18 (855)*

*No voucher
Slater
7/27-18*

*also Jones.
of which he left
bill 227.30*

El Paso, Texas, July 9, 1918.

Mr. A. T. Culum,
Clint, Texas.

Dear Sir:

Referring to sale of land for mesa drain right of way, you are advised that this office has been informed, upon personal inquiry at the tax collector's office, that your taxes on the land to be transferred to the United States are not paid up to date. It will, of course, be necessary, to have this matter clear before the Government can proceed to pay you.

We hold the abstract which the Pioneer people have just delivered to this office, together with bill to you for \$55 for this, subject to your orders. Please call for this abstract, and it would also be well to advise the abstract company in regard to payment to them for the above amount.

Your early attention to the taxes will facilitate the closing of this transaction.

Very truly yours,

P. F. DENT CFE

District Counsel.

CH

El Paso, Texas, June 11, 1918.

Mr. A. T. Celum,
Clint, Texas.

Dear Sir:

Pursuant to your instructions when you were in our office yesterday, we have ordered title guaranty for your land.

Inclosed is warranty deed which yourself and Mrs. Celum will please sign and acknowledge. Please sign "A. T. Celum," and "Emma Celum," exactly the way the names are here spelled, with initials the same. After the deed is returned and recorded, the title guaranty should be ready and we will be in a position to make payment of the amount due you, less cost of the guaranty.

A fifty-cent internal revenue stamp will be required on this deed, which please do not forget.

Very truly yours,

F W DENT OFH

District Counsel.

incl.

*Deed not ret'd
Celum advised
7/25 - to look in
p.o. for it.*

CH

El Paso, Texas, June 10, 1918.

Stewart Title Guarantee Company,

El Paso, Texas.

Gentlemen:

Inclosed is blueprint showing land owned by A. T. Celum about one mile northeast of Clint, Texas, and also showing adjoining owners, with the right of way to be acquired by the United States shown in red. We desire title guarantee for this right of way strip. Warranty deed carrying a consideration of \$380 will be forwarded to Mr. Celum within two or three days, granting this land to the Government, and the Reclamation Service will make payment to your company for the title guaranty.

We understand that Mr. Celum has recently had the Pioneer people prepare an abstract to his land, which, we believe, involves two or three tracts each having a separate chain of title. This abstract is to be delivered to our office, and will be available for your use if you wish to see it.

Kindly return the inclosed blueprint when you have finished with it.

Very truly yours,

P W DENT GPH

incl.

District Counsel.

El Paso, Texas, May 18, 1918.

Mr. A. T. Celum,
Clint, Texas.

Dear Sir:

Referring to our letter to you under date of March 27, 1918, this is to advise that we have received no answer, neither have we been put in receipt of the abstract of title as requested.

However, since writing our former letter we have made arrangements with the Stewart Title Guarantee Company to accept their guarantee contracts instead of making our own examination of title. The charge for this guarantee would be about \$10, and it is thought that you would rather take advantage of this method than to pay for an expensive abstract.

If you have not ordered an abstract, or if you can cancel your order for same, you will probably be in a position to advise us to prepare papers looking to certified title. Whatever your desires are in the matter, please advise, as we want to get the purchase completed.

Awaiting your early reply.

Very truly yours,

P W DENT CPH

District Counsel.

El Paso, Texas, April 17, 1919.

Mr. A. T. Celum,
Clint, Texas.

Dear Sir:

Last November we were advised by the Stewart Title Guaranty Company that they could not issue title guaranty for your land as there were certain judgments of record against you. They also advised that these matters had been brought to your attention. The judgments appear to be as follows:

Stark Bros. Nurseries & Orchards Co. v. A. T. Celum, \$284.31, dated September 27, 1915.

J. Grouch and G. R. Grouch v. A. J. Mahoney, et al., including yourself, \$1915, dated June 26, 1917.

The First State Bank of Clint, Texas, v. A. T. Celum, et al., \$519.54, dated January 25, 1917.

If these judgments could be satisfied, title guaranty would issue and we would be able to make settlement for the drainage right of way. We are trying to close up all old right of way matters and trust that you will endeavor to clear the judgments of record. Will you please let us hear from you as to what the prospects are for closing this matter?

Very truly yours,

P W DENT CFH

District Counsel.

600,31
284.31
1915.
519.54
1350.

El Paso, Texas, March 27, 1918.

Mr. A. T. Celum,
Clint, Texas.

Dear Sir:

This is to advise you that contract entered into with the United States for purchase of land from you for the drainage ditch has been approved.

In accordance with the second paragraph of this contract you are to furnish an abstract of title to the land, and this is to request that you order the abstract and have it delivered to this office with as little delay as possible. You will of course understand that it will be necessary to have the abstract in order to examine the title to the land before payment can be made to you of the purchase price under the contract.

Trusting you will give the above your immediate attention, I am,

Very respectfully,

P W DENT CFH

District Counsel.

El Paso, Texas, March 27, 1918.

The County Clerk of El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official recording are four contracts between the United States and different parties, of names and dates as follows:

A. T. Celum and Emma Celum, his wife, dated February 12, 1918. ✓

I. C. Gaal and others, dated February 7, 1918 (accompanied by extra blueprint on cloth, to be used in recording).

Honto H. Tooley and W. L. Tooley, dated February 22, 1918.

Elisabeth Bowington, dated February 16, 1918.

Very respectfully,

P W DENT OPE

District Counsel.

incl. 4 contracts.
cloth print.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, Feb. 14

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

Subject: Forwarding contract for approval.

Agreement dated **February 12, 1918.** **Rio Grande**

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

With **A. T. CELUM and EMMA CELUM, his wife,**

Estimated amount involved, **\$880.00** (See Gen'l Order No. 124)

Purpose of agreement: **Acquisition of R/W - El Paso Valley Drain.**
(See instructions on back, Pars. 4 and 5)

Authority No. 6.

~~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 Counsel at El Paso, Texas.
of the approval of the above.

Incs.
Orig. & 3 copies agt.
Cert. P.M.
2 blue prints.
Orig. & copy Rpt. Lnd. Agt.

L. M. LAWSON,
(Signature.)

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

Approved by **Morris Bien, Acting Director**

Date of approval **MAR 19 1918**

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

Original enclosed for record
and further appropriate action

Morris Bien, Acting Director

for approval.
no. orig. 2 copies in letter.
cert. of necessity.
of copy on said agreement.
Respectively transmitted to the Director, Washington, Denver, Colo., March 2, 1918.
L. J. Heyworth.
Chief of Construction

POSSESSORY CERTIFICATE.

Rio Grande Project.
El Paso, Texas, Feb. 12, 1918.

I, Geo. W. Hoadley, Field Assistant, United States Reclamation Service, certify that I have personally examined the land sought to be acquired by the United States from A. T. Celum, in NE $\frac{1}{4}$ sec. 2, T. 33 S., R. 7 E., United States Reclamation Service 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 anypart of it.

Geo. W. Hoadley
Field Assistant.

Affidavit as to Possession.

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

I, A T Celum, do solemnly swear that to my personal knowledge the land described in the contract dated February 12, 1918, made between myself and the United States of America, which land is located in NE $\frac{1}{4}$ sec. 2, T. 33 S., R. 7 E., United States Reclamation Service Survey,

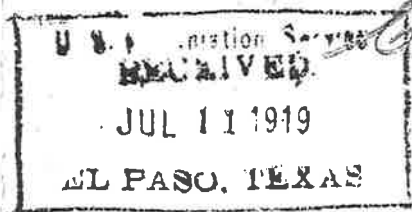
El Paso County, Texas, has been and is now held in actual, exclusive, and continuous possession of myself and my predecessors in title for a period of ten years immediately preceding and including the date of said contract, and that no person has during any of this period held adverse possession of said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

A. T. Celum
Subscribed and sworn to before me at El Paso, Texas, this 26th day of October, A. D. 1918.

(SEAL)

James E. Bower
Notary Public In and For El Paso County, Texas.

My commission expires
June 1, 1919.



El Paso

U.S. Postage Service

Dear Sir

I don't get any money
for the land. The
land is in the name of
the U.S. Government. I
want to release it. I
don't want any money for
his release. I want to
pay the money for the
on the land. I want to
pay the money for the
Reclamation Service which
\$1500 which is against
my land and is the judge
ment, and the U.S. Government
first of all, for the
land.

Yours truly
A. T. Coleman

MACO STEWART
PRESIDENT

J. E. QUAID
ATTORNEY



TITLE GUARANTY

COMPANY

Offices

OF TEXAS

Houston-Dallas-Galveston-San Antonio-El Paso

El Paso, Texas,

November 2nd. 1918.

Mr. P. W. Dent,
% U. S. Reclamation Service,
El Paso, Texas.

Dear Sir:-

We have examined the title to the proposed right of way through Mr. Celum's property in the San Elizario Grant, as shown in Pioneer Abstract Number 15115, which we herewith return.

We cannot guarantee the same on account of judgments against Mr. Celum. The title is not regular, but if these judgments are released we believe we could guarantee same.

The Abstracts of Judgment complained of are: Stark Bros. Vs. A.T.Celum, for the sum of \$284.31, costs etc. Page 66 of the Abstract. J.Grouch, Vs. A.T.Celum et al, for the sum of \$1931. on Page 67, of the Abstract. First State Bank of Clint, Vs. A. T. Celum, in the sum of \$535.04 page 68 of the Abstract.

We have advised Mr. Celum of these facts.

With best wishes, we remain,

Yours truly,

JEQ/1.

"IT IS BETTER TO BE SAFE THAN SORRY."

MEMORANDUM TO ACCOMPANY LAND PURCHASE FROM
A. T. CELUM AND WIFE UNDER CONTRACT
DATED FEB.12, 1918.

Extension of attached abstract 26059, shows (p3) judgment lien in Emerson Brantingham Implement Co. v. C. M. McKinney et al, which, however, has been formally released of record (pp.4 and 5).

On p. 6 is abstracted judgment in Baker Harwell v. A. T. Celum for \$325/64 and costs. The judgment is dated June 6, 1919, and no execution was issued under it. It is, therefore, dormant and ineffective as a lien against the property involved. Unless execution is issued within twelve months after recordation, judgments cease to exist as a lien. Art. 5617, Ver. Sayles Tex. Civ. Stat., 1914.

On p. 7 there is abstracted another judgment in Edgar D. Brown v. A. T. Celum for \$751.61, in which execution is shown to have issued, with return "no property found subject to sale". The property in question being a homestead it cannot be subjected to sale on this account, nor does the judgment operate as a lien against the property under the conditions. All of the judgments shown may therefore be safely disregarded.

Payment of all outstanding taxes are waived. Par. 8, attached opinion by Chief Counsel.

It is impracticable to secure release of lien in favor of Park W. Pitman, mentioned in par. 9 of the Chief Counsel's opinion. Mr. Pitman died in Chicago a few days ago as result of an operation and to secure a release, if at all, would involve trouble and expense not justified under the conditions. The deed of trust in question is ineffective for the reason that it was given upon a homestead in contravention to law, and the wife did not join in the instrument in question. Inquiry develops the fact that the money secured was not used for work and material used in constructing improvements or for the purchase price of the property. The deed of trust therefore cannot be enforced and may safely be disregarded, aside from the additional matters stated in par. 9 of opinion by Dist. Counsel dated May 27, 1922. Art. 3427, Ver. Sayles Tex. Civ. Stat., 1914.

The papers are ready for payment.

encs.

Abstract and extensions.

Orig. deed and copy for Wash. office.

Orig. agreement.

Poss. certificate.

Plat

Opinions on title (Dist. Counsel and Chief Counsel)



El Paso, Texas, June 12, 1922.

Pioneer Abstract and Guarantee Title Company,

El Paso, Texas.

Gentlemen:

Kindly bring the inclosed abstract relating to A. T. Celum land down to date, and return at your early convenience.

Very truly yours,

P W DENT

incl.

District Counsel.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

WASHINGTON, D. C.

June -8, 1922.

From Chief Counsel

To District Counsel, El Paso, Texas.

Subject: Opinion of title to 3.4 acres of land being acquired under contract of Feb. 12, 1918, with A. T. Celum - Rio Grande project.

1. We have considered your letter of May 27, 1922, abstract of title by the Pioneer Abstract Company, and the other papers accompanying your opinion.
2. The abstract discloses that the purchase price is \$380.00.
3. As the abstract also discloses and as discussed in your opinion, this title is based upon an old Spanish grant commonly known as the San Elizario. In this case you have very properly omitted certain things from the abstract prior to the old grant.
4. We note what you state in paragraph 2, about the uncertainty of some of the courses and distances as given in some of the conveyances and this difficulty under the circumstances may be waived.
5. Title as presented by the abstract before us, virtually begins with deed from the corporation of San Elizario to J. A. Cole in 1883, page 4. We also note what you say with reference to some conflicts with other lands as disclosed by plat at page 3, and under the circumstances these discrepancies may be disregarded. Cole conveyed to A. M. Loomis, page 6. Loomis conveyed to John J. Bruck and Bruck conveyed to O. C. Coles. Coles conveyed to Celum and White, and Celum joined by his wife conveyed to J. E. White, page 18. Previous to this time the parties do not mention their marital status, but any possible question with reference to that, so far as this case is concerned, may be waived.
6. We note what you very well state about the "consistent irregularity of the abstract" but as it is no very great amount involved in this transaction, we shall accept your view of the validity of the title, which you have very thoroughly discussed from this point down.

7. We are very glad that you found that the judgment that might otherwise affect this land is voided because the land is a homestead.

8. We note what you say with reference to taxes and that the United States has been in possession of this land since 1917, and therefore payment of any taxes that might affect this land is waived pursuant to your recommendation as found in paragraph 20.

9. We also note your effort to obtain release of the Park W. Pitman lien which affects as you state only a small part of this land. It is very greatly hoped that you will succeed.

10. While this title is not as satisfactory as might be desired were there a large amount involved, yet all things considered, it appears desirable to close the transaction along the lines indicated in the last paragraph of your letter. Therefore, title down to date may be examined by you and if you can find that further examination discloses nothing else adverse to the interests of the United States, this transaction may be closed in the usual way. The disbursing officer will file with his voucher the papers required by the Reclamation Manual.

Enclosures:

D.C.'s opinion of May 27, 1922.

Abstract of title.

Possessory certificate.

Original agreement to sell.

Blue print.

Warranty deed, recorded.

Extra copy of this opinion.

Attorney General

CC- C.E.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

OFFICE OF
DISTRICT COUNSEL

El Paso, Texas, May 27, 1922.

Mr. A. T. Celum, Clint, Texas.

Dear Sir - Examination of abstract of title to your land taken for mesa drain has been made with a view to getting an approval of same without a release of the judgment liens that have heretofore been referred to. We are also making an attempt to settle without calling upon you to see that taxes for the years subsequent to 1917 are paid, but as to this there is some uncertainty, and we do not wish you to feel disappointed if our Department turns down the title on this account.

Examination of the title shows that upon the Pat Dolan tract you gave a deed of trust to Sweeney for Park W. Pitman, beneficiary, under date of December 17, 1906, to secure a loan of \$150. Later there was an extension making the date of maturity of the loan December 17, 1915. No release of this trust deed appears in the abstract. It is possible that you have secured a release since the abstract was made, and if so, kindly submit it for our examination. If not, it is possible that one could be obtained without great difficulty, and running only to the drain right of way in case the debt has not been paid.

Please advise me as to the above without delay, as it is desired to take the required action pending receipt of the expected approval of your title from Washington.

Very truly yours,

P. M. Dent

District Counsel.

Clint, Texas, June 12th 1922
Mr P. M. Dent, Dear Sir
In answer to the above, I don't under-
stand why there should be any back
taxes, as I am paid all Back Taxes up
to the date of abstract which was
\$200 ~~no~~ ² hundred odd dollars, and was
supposed to be paid up all taxes to that
date, I have never been able to pay off the
deed of trust, but I am satisfied if you
will visit him you can obtain a

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, May 27, 1922.

OFFICE OF
DISTRICT COUNSEL

From District Counsel

To Chief Counsel, Washington.

Subject: Opinion on title to 3.4 acres of land to be acquired under contract dated February 12, 1918, with A. T. Celum (El Paso Valley mesa drain) - Rio Grande project.

1. Title arises in the Spanish grant commonly known as the town or corporation of San Elizario. The matters leading up to this grant have been omitted from the abstract by request in order to save expense, as the same have been previously examined and the grant is known to be well founded.

2. The drain right of way extends along the west side of the land held by the party under contract to convey. His holding is composed of the three tracts of land shown on the plat at page 3 of the abstract, exclusive of the J. E. White tract in the southeasterly corner. The right of way leaves the extreme westerly edge of this holding for approximately the south half of its length, leaving a small piece of land to the west. At this date it would be impossible exactly to reconcile the westerly courses and distances shown in the various conveyances with those on the west side of the right of way, but they are in approximate accord therewith, and the evidences of possession consisting of fences and canal banks as they existed at the time the United States went into possession of the land were ample to eliminate the necessity of further investigation of a possible title in the owners adjoining on the west of Celum. The south end of the right of way stops on the line "N.48°30'E.," shown on the plat at page 3 of the abstract, which corresponds to within 1 degree of the course shown on the right of way plat. The Clint road on the north now defines the northerly line of Celum, along which this particular piece of right of way stops.

3. J. A. Cole received a corporation deed from the town of San Elizario dated February 14, 1883. (p.4) The land described in this deed is shown on the plat at page 3 as the three southerly tracts, inclusive of all but the W. J. Harris tract at the north. A conflict of boundary corners arises at what is designated as the Capt. G. Garcia southwest corner. However, it is at this point that the drain right of way leaves the extreme westerly line of the Celum

holding, and even if the westerly boundary of the Pat Dolan tract began at the corner farthest east, the right of way would still be approximately within such boundary.

4. J. A. Cole made a warranty deed to A. M. Loomis (p.6) under date of November 20, 1833, for the entire tract described above. The land was afterwards deeded to John J. Bruck, under date of June 30, 1885. (p.8) It is not stated whether A. M. Loomis was married or single, but in view of the fact that the land was deeded to him solely and of the age of the conveyance, it may safely be assumed that this was his separate property and that his deed was regular, even though he was a married man. The south half of the same land was deeded to O. C. Coles under date of September 8, 1909 (p.9), who deeded to A. T. Celum and J. E. White under date of August 4, 1910 (p.10), retaining a vendor's lien to secure the payment of two notes each for \$300. A partial release was executed, according to the recitals of which the land had been partitioned (p.12) between the last named grantees, and the lien is retained as to note No. 2 for the unpaid balance due from Celum. The mention of a partition is founded upon the matters contained in the instrument at page 18. The land set apart to Celum is the 3.16-acre tract as designated on the plat in his name, and the lien retained was made to apply to this tract only. The instrument of partial release also contains an agreement of extension of time of payment. A release in full is found at page 14.

5. Under date of September 23, 1914, J. E. White et ux. conveyed to Celum the entire tract which had been acquired jointly by these parties, this conveyance operating to divest grantors of their interest as recited in the release above referred to; and on the same date Celum, joined by his wife, conveyed to White the tract shown in this grantee's name in the southeasterly corner. (pp.16-17) There is a strip unaccounted for on the east, but we are not concerned with this as the drain right of way is on the west. This leaves Celum at this point in the examination with title to the 3.16-acre tract.

6. The Celums quitclaimed to White their interest in a 43-55-acre tract, while White quitclaimed to Celum a portion of a 7-acre tract described on the plat as the A. T. Celum 3.16-acre tract. (p.18) The 43.55-acre tract is land to the south in which we are not interested. There is another reference to the lien retained by Coles on the 3.16-acre tract, which has already been noted as having been released.

7. The consistent irregularity of the abstract next shows at page 21, under date of December 11, 1912, a deed of trust

White's interest
for the benefit of George Weber upon the entire southerly tract first deeded by the corporation of San Elizario. This is followed at page 23 by a release.

8. A number of conveyances occur at pages 25-31 leading up to a conveyance by Pat Dolan to A. T. Celum for the tract designated in his name. (p.32) The land descriptions here are not very definite, until the Dolan deed is reached, but whatever title the intermediate holders had obtained was again vested in Celum. These conveyances begin with the Bruck title.

9. Celum made a trust deed for the benefit of Park W. Pitman under date of December 17, 1906. (p.33) This was recorded April 30, 1909, or more than a year after Celum had acquired record title. (See deed at page 10.) It relates to the Pat Dolan tract. The amount secured is \$150. The date of payment of the indebtedness was extended to December 17, 1915. (pp.35-36) No release is of record. This matter is now under investigation and a release will have to be recorded or equities of some sort shown which would justify our waiving this requirement. This alternative is mentioned as the portion of the right of way covered by the lien is relatively small and in case of a sale under foreclosure the remainder of the tract would be ample to meet the debt. In view of the fact that the land was probably held as a homestead at the time of the execution of the trust deed, I doubt the validity of this instrument, as the wife does not join in it.

10. To summarize: down to this point Celum holds the southerly tract conveyed by the corporation, minus the J. E. White tract in the extreme southeast, with a lien on the Pat Dolan tract.

11. The corporation deed at page 38 takes up title to the entire northerly tract shown on the plat to contain 15-acres. Gregorio Garcia, the corporation grantee, conveyed to A. A. Howard under date of March 20, 1883. (p.40) The tract is erroneously stated to contain 20 acres. A tax-sale deed was given to S. Lesinsky (p.41), who relinquished to Mary A. Detwiler (p.42), who had acquired the interest of A. A. Howard and wife by warranty deed dated prior to the tax-sale deed (p.43). Mary A. Detwiler, unmarried, made a deed of trust for the benefit of A. Krakauer under date of July 13, 1887 (p.44), which was duly released. (p.45) Joseph W. Keller acquired title to the northerly tract (p.46), and thereafter title passed through R. J. Carr (p.47), Joseph Silva, with vendor's lien (p.49), which lien was released (p.50); through J. L. Baird, with vendor's lien (p.51), which lien was released (p.53); and W. J. Harris (p.54), to A. T. Celum, with vendor's lien (p.56), which lien was released (p.58).

12. The water users' association liens arising under
3.

the stock-subscription contract at page 60 have since been released, the release following an instrument of assent by the Secretary of the Interior, and both of these instruments having been recorded, as will appear when the extension of abstract is made upon closing the purchase.

13. The agreement to sell to the United States is found at page 62.

14. Three abstracts of judgments against Celum, separately in the first case and jointly with other persons in the two following, are found at pages 66-68. These would under the Texas laws operate as liens in El Paso County, but for the reason that the land was at the time these judgments were obtained and still is held by the vendor and his wife as their homestead property. Attachments, executions, and every other species of forced sale are prohibited against homesteads in this State in no uncertain terms. (Arts. 3785-3786, Tex. C. Stats. 1914) A homestead may be formally set apart (Art. 3794 et seq.), but this is not necessary (Note 11 Art. 3786), and an occupation of real estate by husband and wife with an existing intention to make it their permanent residence constitutes it their homestead without regard to the duration of such occupancy, with separate property of either not excluded from the homestead status (Note 3 Art. 3786). Due investigation of the nature and extent of the Celums' holding has been made to determine whether or not it has the evidences of a homestead, and from this investigation and from the reputed nature of the holding there is no doubt that it is a homestead.

15. The water adjudication suit at page 69 will not affect the rights of the United States under a title acquired for Reclamation canals.

16. The agreement with the El Paso Valley Water Users' Association at page 71 has, as to the El Paso County lands, since been superseded by the agreement with a duly organized District, and the association liens are now removed, as above noticed.

17. At page 74 occurs the water-right regulations issued by the Secretary.

18. The legislation noted at page 76 will, where applicable, only strengthen the titles running from the Spanish and Mexican authorities.

19. The "Statement" at page 77 contains matters which are not taken very seriously by the local legal talent with regard to the long-established titles in this vicinity. Other El Paso County titles have been passed by the Depart-

ment since this statement appeared in the county records. At present the Service would probably not wish to undertake the necessary historical investigations running back to the year 1692 which would be required in order to render an intelligent opinion on the merits of the Hendrix claims.

20. Taxes. - The tax statement at page 78 shows a long list of unpaid items. A large number of these were eliminated from the land in which we are interested and all payments on the particular land required through and including the year 1917 were paid by the Service, deductions therefor to be made ~~pending~~ ~~final~~ upon final settlement. The United States has held possession since the fall of 1917, and the right of way is comparatively a very small portion of a valuable ranch. It is my opinion that in case of a sale for taxes the holding exclusive of the right of way would be more than ample to meet the tax lien. The landowner is somewhat pinched for ready cash, and it is understood that his taxes for years since 1917 are unpaid. It is therefore recommended that payment for these years be waived. (Letter Feb. 20, 1922, C.C. to D.C. El Paso: acquisition of land, etc.)

21. With a view to securing a title guaranty the vendors executed a warranty deed under date of July 29, 1918, which has been recorded and which is inclosed. The company did not wish to issue a guaranty for the reason that they were somewhat shy upon the recorded judgments against the owner, and pending further investigation of the homestead status of the land this purchase has remained without action. As stated above, due investigation has shown that the land is a homestead and that the judgment liens do not apply to it. I am of the opinion that good title has vested in the United States, unincumbered except for the Park W. Pitman lien noted above. Also as noted, this lien is now being investigated further, and as it runs only to a small part of the right of way it is likely, should we find difficulty in getting a release (the lienholder being away from El Paso and difficult to locate), that a proper showing can be made to render release unnecessary. This opinion is, of course, subject to examination of abstract of title down to date, including warranty deed, and showing no new transactions of an adverse nature.

Copy to C.E. Denver.

incls.

Orig. agreement to sell.
Blueprint.
Abstract No. 15115.
Possessory certificate.
Executed form of warranty deed.
Extra copy above opinion.

CFH:T

El Paso, Texas,
July 11, 1919.

Mr. A. T. Celum,

Clint, Texas.

Dear Sir:

We have your letter of the 10th instant and note that you say it is apparently impossible to secure releases of the liens existing against your land. We also note your suggestion that the amount due under the contract for purchase of the land be applied to your water bills.

We are sorry to learn that the lien holders will not release, but are obliged to advise you that the Reclamation Service is unable to entertain the proposition of applying the purchase money for canal right of way to water accounts. This request is not a new one as it has been made by other water users in a good many instances. We appreciate that this method of accounting might be satisfactory between private individuals acting only according to their personal desires, but with the Government this procedure is incompatible with the fiscal arrangements which must be carried out.

We again urge you to keep after the lien holders and use every resource in your power to have them grant the necessary releases, and in doing this do not overlook the argument which may be made to them to the effect that the releases apply only to the canal right of way which is but a relatively small part of the entire holding which is the security in the debts. You can also state that as a rule landowners experience no difficulty in securing such releases, that this procedure is necessary in a large percentage of our right of way cases, and that the construction of the Reclamation Service ditches is a work of a public nature which is entirely for the benefit of the landowners and anything to facilitate it will directly or indirectly help them to pay off their debts. Also you can urge the fact that any such construction by the Service operates to enhance the value of the remainder of the particular ranch where the ditch is built.

Yours very truly,

CFHarvey
Asst. District Counsel.

CFH:T

El Paso, Texas.
May 19, 1919.

Mr. A. T. Celum,
El Paso, Tex

Dear Sir:

Under date of April 17th we wrote you in regard to removing three judgments which are lien against the property that the United States is acquiring for right of way.

We have not had an answer to our letter, but are taking the liberty again of urging ^{you} if you can possibly do so, to remove these judgments in order that the transaction may be closed.

Yours very truly,

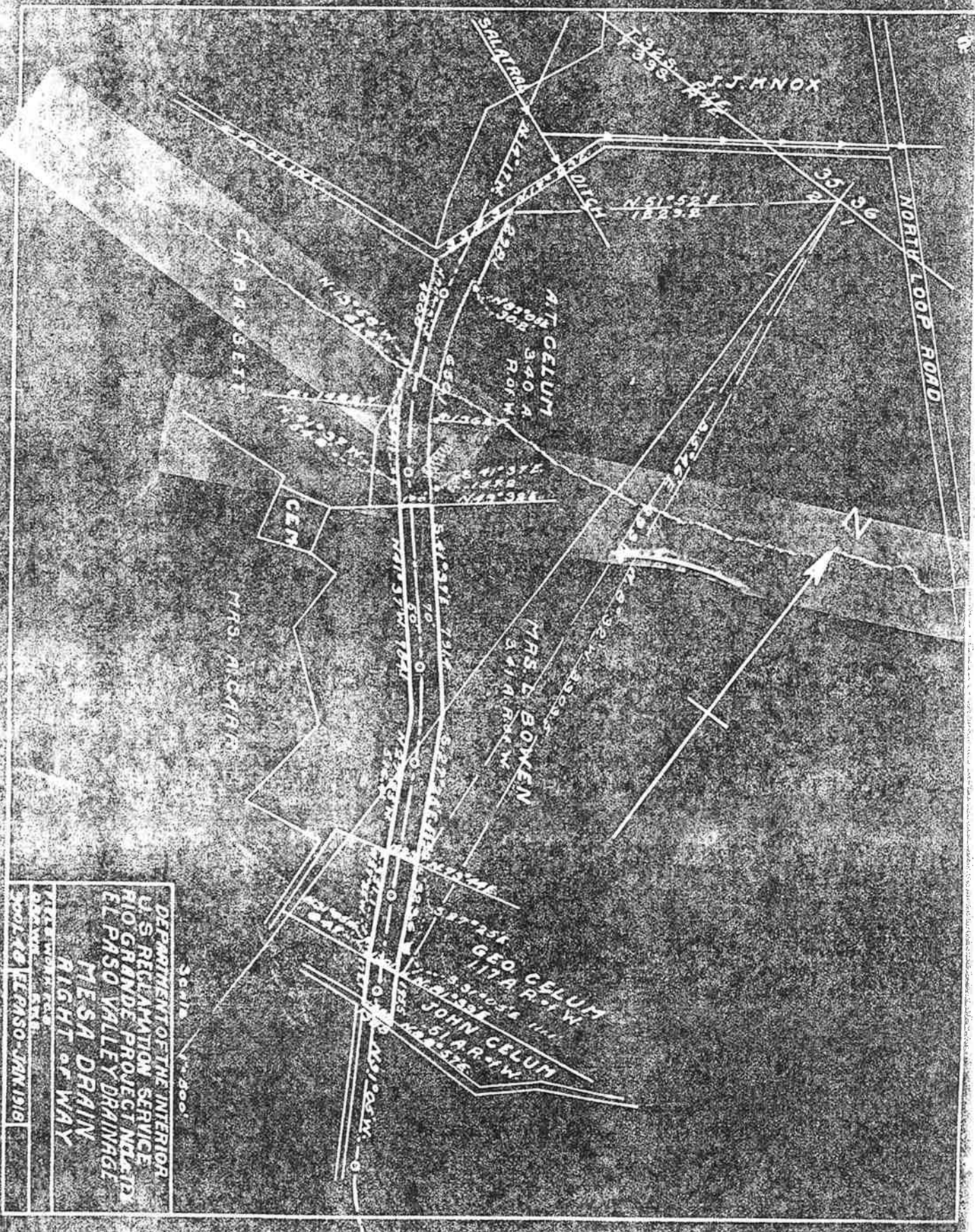
PWDent by CFH

District Counsel.

El Paso, Texas, November 4, 1918.

Received from Stewart Title Guaranty Company,
Pioneer Abstract No. 15115, relating to A. T. Celum
land.

C F HARVEY
Assistant District Counsel.



DEPARTMENT OF THE INTERIOR
 U.S. RECLAMATION SERVICE
 RIO GRANDE PROJECT NE-L-73
 EL PASO VALLEY DRAINAGE
 MESA DRAIN
 RIGHT OF WAY
 DRAWN BY
 1916 EL PASO - JAN 1916

THIS AGREEMENT, made this 12th day of February
nineteen hundred and eighteen, between A. T. CELUM
and EMMA CELUM, his wife, of El Paso
County, Texas, for themselves, their heirs, legal represen-
tatives, 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 situated about three-fourths of a mile North-east of Clint, Texas, in the Northeast quarter (NE $\frac{1}{4}$), Section Two (2), Township thirty-three (33) South, Range seven (7) East, U.S.R.S. Survey, being more particularly described and bounded as follows: Beginning at the Northeast corner from which the Northeast corner of said Section two (2) bears North 51°52' East one thousand two hundred twenty-nine and two-tenths (1229.2) feet; running thence South 14°17' East two hundred ninety-eight and one-tenth (298.1) feet; thence South 83°05' West thirty and two-tenths (30.2) feet; thence to the left on a curve of one thousand three hundred sixty-two and seven-tenths (1362.7) feet radius six hundred fifty and one-tenth (650.1) feet measured on 100-foot chords; thence South 41°37' East one hundred fifty-seven and two-tenths (157.2) feet to a point common to property of Vendor and Mrs. L. Bowen; thence South 49°32' West along property line of Vendor and Mrs. L. Bowen one hundred twenty (120) feet; thence North 41°37' West one hundred fifty-four and eight-tenths (154.8) feet; thence to the right on a curve of one thousand four hundred eighty-two and seven-tenths (1482.7) feet radius three hundred fifty-four and one-tenth (354.1) feet measured on 100-foot chords; thence along the property line between Vendor and C. N. Bassett North 13°58' West sixty-one and four-tenths (61.4) feet; thence North 24°03' West four hundred (400) feet to the South line of the main public road East of Clint; thence North 17°23' East three hundred thirty-four and three-tenths (334.3) feet along South line of said public road to point of beginning; said tract of land containing three and forty-hundredths (3.40) acres, more or less.

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

Witnesses :

Geo W. Hoadley

of _____

J. T. Picher

of _____

of _____

of _____

A. T. Celum

Emma Celum

Vendor.

L. M. Lawson

For and on behalf of the United States.

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 is who personally known to me to be the person whose name subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that subscribed as a witness to the foregoing instrument of writing, and after being duly sworn by me stated on oath that he saw A. T. CELUM and EMMA CELUM, the grantors or 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 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 18th day of February, 1918.

[SEAL.]

My commission expires June 1, 1919.

Approved MAR 19 1918, 1918

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

Norris Reed
Acting Director, U.S.R.S. Feb 1

of notice that this service to furnish include any instru- conveyance made with proper abstract within such period ted States at the

assurances of title necessary and proper ing, recording and nishing or secur-

n demand of the nent, a good and ses free of lien or

l property on the ing of the usual t officials, it will s for entry upon ion works under

g officer's check

e United States, e purchase price be construed to s an assumption

y of the deed as 20, 1918 restricted access lines, and other ongress, free of

e said premises the expiration

l shall inure to e assigns of the

ion or appoint- and no officer, tract or agree- be construed to general benefi- approved March

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

Witnesses:
Edw. W. Hoadley

A. T. C.

9 a. 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.

For and on behalf of the United States.

STATE OF TEXAS
COUNTY OF EL PASO

JESSIE E. M. HOWE, a Notary Public

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 is subscribed as a witness to the foregoing instrument of writing, and after being duly sworn by me stated on oath that he saw A. T. C. and J. M. CELUM, the grantors or persons who executed the foregoing instrument, subscribe the same, and that he had signed the same at the request of the persons who executed the same, and delivered said instrument of writing as the acts and purposes therein set forth.

I further certify that I did examine the said

instrument and part from husband and explain the contents thereof

to the grantors, and upon that examination they acknowledged the same without any reservation or exception

which might affect the same.

Given under my hand and official seal, this

18th day of February, 1918.
Sheet No. 1

My commission expires June 1, 1919.

MAR 16 1918

Notary Public in & for the State of Texas
County, Texas.

Thomas R. C.

Abstract of Title No. 15115

To Three tracts of land in the San Elizario Grant, El Paso County, Texas, fully described in deeds recorded Ebs. 159, p. 606; Bk. 13, p. 454 and Bk. 93, p. 168 abstracted herein to which reference is hereby made.

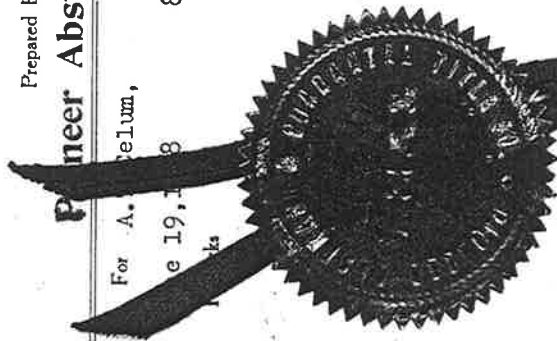
Beginning Apr. 3, 1883 and Feb. 14, 1883, the dates of the Corporation deeds to Gregorio Garcia and J.A.Cole resp. and not to apply prior thereto.

Prepared by

Pioneer Abstract Co.

For A. Belum,

8 o'clock A. M.



It is agreed by the parties accepting this abstract that it shall not be copied from any one for any purpose and the price thereof is fixed with this agreement in view. Any infringements will be prosecuted.

Form 1, Pioneer Abstract Co.

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County Tax Certificate

Continuation of Above.

Form 2, Pioneer Abstract Co.

Corporation Deed
Date Feb. 14, 1883
Filed Feb. 23, 1883
Book 4: page 519

G.N. Garcia 2nd
Mayor of Town of
San Elizario
El Paso Co. Texas

To
J.A. Cole

Whereas, at a regular meeting of Town Council of corporation of town of San Elizario, Texas, held at San Elizario on Feb. 3, 1883, at which meeting a quorum of said Council was present, J.A. Cole, an inhabitant of town of San Elizario did present petition to said Council for deed of relinquishment from said corporation to petitioner for hereinafter described land and it appearing to satisfaction of said Council that said J.A. Cole or his vendors have long used, cultivated, possessed and made valuable improvements thereon in good faith, ordered and adjudged that said petition be granted. I, G.N. Garcia 2nd, Mayor of Town of San Elizario, Texas, by virtue of the authority vested in me as such Mayor, in consideration of \$1.00 paid by J.A. Cole, and other good and valuable consideration receipt acknowledged and by virtue of the ordinance I do grant, sell, convey and release unto J.A. Cole all the right, title, interest, claim or demand whatsoever that said corporation may have in, through, or by a certain grant by the King of Spain in 1690 and a certain grant from Legislature of State of Texas, made and approved on Feb. 5, 1853 and evidenced by Patent issued to inhabitants of San Elizario by P.H. Bell Governor of State of Texas as on Mch. 8, 1853 to following described tracts of land: Beginning at W.B. line of Jesus Arroyos, at the S.E. corner of Capt. G. Varcia; thence S. 87° W. 143 vrs. thence W. 130 varas S.W. corner Capt. Gregorio Garcia; thence S. 23° E. 127 vrs. thence S. 9° E. 72 varas; thence S. 36° E. 110 varas corner near mouth of arroyo; thence N. 87° E. 75 varas thence S. 29° E. 40 varas stake; thence N. 77° E. 130 vs. alamo; thence N. 7° W. 150 varas S.C. corner Jesus Arroyo and at 301 vrs. place of beginning, containing 13 acres.

Attest.
Jesse Carreon
Secty.
(Corp. seal)

G.N. Garcia 2nd,
Mayor of San Elizario.

THE STATE OF TEXAS

COUNTY OF EL PASO } Before me, Wm.
Wm. Hamilton, a Notary Public in and for
El Paso County, Texas, on this day person-
ally appeared G.N. Garcia, 2nd, Mayor of
Town of San Elizario, 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 15th day of Febr'y. A.D. 1883.
(Seal)

Wm. Hamilton,
Notary Public.

Do grant, sell and convey land in
corporate limits of San Elizario, El Paso
county, Texas, particularly described as
follows: (among other property)

Also beginning at the W.B. line of
Jesus Arroyos, at the S.E. corner of Gre-
gorio Garcia; thence S. 87° W. 143 varas
corner; thence W. 130 varas stake and S.W.
corner of G. Garcia; thence S. 23° E. 127
varas thence S. 9° E. 72 varas thence S.
36° E. 110 varas corner near mouth of an
arroyo; thence N. 87° E. 75 varas thence
S. 29° E. 40 varas, stake; thence N. 77° E.
130 varas small alamo; thence N. 7° W. 150
varas S.W. corner of Jesus Arroyos and at
301 varas the place of beginning, con-
taining 15 acres.

Ourselves omitted from warranty

J.A. Cole
Carrie Cole

THE STATE OF TEXAS

COUNTY OF EL PASO } Before me, Manuel
E. Flores, Clk. County Court, in and for
El Paso county, Texas, on this day per-
sonally appeared J.A. Cole, personally known
to me to be the person whose name is sub-
scribed 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 22d day of Nov. 1883.

(Seal) Manuel E. Flores,
Clk. C.C. El Paso Co. Texas

THE STATE OF TEXAS

COUNTY OF EL PASO } Before me, Manuel
E. Flores, Clerk County Court, El Paso
County, Texas, on this day personally
appeared Carrie Cole, wife of J.A. Cole,
known to me to be the person whose name
is subscribed to the foregoing instrument
of writing, and having been examined by
me privily and apart from her husband,
and having the same fully explained to
her, she, the said Carrie Cole, acknowl-

edged such instrument to be her act and
deed, and declared that she had willing-
ly 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 22d day of Nov. A.D. 1883.
(Seal) Manuel E. Flores,
Clk. C.C. El Paso Co.

Do grant, sell and convey land in

El Paso county, Texas, and more particu-
larly described as follows, to-wit:

Lying and being within the corporate
limits of the town of San Elizario and
being a survey made for Isabel Sanchez,
(among other property)

Also following tract of land beg-
inning at W.B. line of Jesus Arroyos at
S.E. corner of Gregorio Garcia; thence S.
87° W. 143 varas corner; thence W. 130
varas stake and S.W. corner of G. Garcia;
thence S. 23° E. 127 varas; thence S. 90°
72 varas; thence S. 36° E. 110 varas near
mouth of an arroyo; thence N. 87° E. 75 vi
thence S. 29° E. 40 varas stake; thence N.
77° E. 130 varas small alamo; thence N.
7° W. 150 varas S.W. corner of Jesus Arro-
yos and at 301 varas place of beginning,
containing 15 acres. All of above are
according to official map of San Elizari
Texas, as compiled by A.Q. Wingo, Fore-
going described property being part of
same property purchased by this vendor
from J.A. Cole, and wife by deed dated
Nov. 20, 1883 and of record in Bk. 6, p. 31.

A.M. Loomis

THE STATE OF TEXAS

COUNTY OF EL PASO } Before me, A.G.
Foster, a Notary Public in and for El
Paso county, Texas, on this day person-
ally appeared A.M. Loomis, personally
known to me to be the person whose name
is subscribed to the foregoing instrumen
and acknowledged to me that he executed
the same for the purposes and consider-
ation therein expressed.

GIVEN UNDER MY HAND and seal of
office this 30 day of June 1885.

(Seal) A.G. Foster,
Notary Public, El Paso Co. Tex.

A.M. Loomis

To

John J. Bruck

Warranty Deed
Date June 30, 1885
Filed June 30, 1885
Book 7 page 275
Consid: \$500 paid

time for the payment thereof be extended so that said amount with interest will be due and payable Mch.1,1915, said \$150 to bear 8% interest per annum from Aug. 4,1914, until paid, interest payable semi-annually as it accrues, and the V.L. retained and recognized in the deed dated and recorded as aforesaid shall be and remain in full force and effect as to the 3.16 acres hereinbefore mentioned and described so partitioned and set apart to the said A.T.Celum until the unpaid portion of Note No.2 with interest has been fully paid off and satisfied.

A.T.Celum
O.C.Coles

THE STATE OF TEXAS } Before me, the
COUNTY OF EL PASO } undersigned authority, on this day personally appeared A.T.Celum, 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 the 21st day of September A.D.1914.
(NOTL.S.EAL) C.M.McKinney,
Notary Public in and for El Paso County Texas.

O.C.Coles legal and equitable owner and holder of said V.L. notes to- J.E.White
Date Apr.7,1916 Filed Mch.12,1917 Bk.197, p.371

Whereas, O.C.Coles of El Paso, Texas, did on Aug.4,1910, by deed of that date duly recorded in the records of deeds of El Paso County, in Bk.159, p.606, grant, sell and convey to A.T.Celum, and J.E.White of El Paso, Texas, seven acres of land therein described, and did in said deed retain a V.L. on the property so granted, sold and conveyed, to secure the payment of a part of the purchase money mentioned in said deed, as follows, to-wit: two notes of \$300 each

And whereas, on Sept.15,1914, the said O.C.Coles, gave an extension agreement to A.T.Celum, in which he recites that note No.1 had been fully paid off and satisfied and that J.E.White had paid his half of note No.2 but the other half of note No.2 which was owed by A.T.Celum had not been paid, and said instrument sets out the portion of said land partitioned by J.E.White and A.T.Celum that was conveyed to Celum, but did not release that portion of the land from the V.L. which was partitioned to the said J.E.White.

And whereas, the said O.C.Coles has received all of the money due him upon that portion of said land which was partitioned to the said J.E.White.

Now, therefore, do hereby release, discharge and quit claim, all the right, title, interest and estate in and to that portion of the property which was partitioned to the said J.E.White as above set forth, which I have or may be entitled to by virtue of being the owner of said V.L. note, and do hereby declare said property released and discharged of all liens created by virtue of said Vendor's lien notes above described.

O.C.Coles,

THE STATE OF TEXAS } BEFORE ME, the
COUNTY OF EL PASO } undersigned authority, on this day personally appeared O.C.Coles, 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 7 day of April A.D.1916.
(Notl.Seal) James E.Bowen,
Notary Public, El Paso County, Texas

J.E.White and Rebecca White husband and wife To A.T.Celum
Warranty Deed Date Sept.23,1914 Filed Sept.24,1914 Book 228; page 629
Consid:\$10 and other valuable considerations paid.

Do grant, sell and convey all that certain tract or parcel of land lying and being situated in the county of El Paso, State of Texas, and described as follows, to-wit: (Description same as in deed recorded Bk.159, p.606 abstracted herein)

J.E.White
Barbara White

THE STATE OF TEXAS } Before me, C.M.McKinney, a Notary Public in and for El Paso county, Texas, on this day personally appeared J.E.White and Rebecca White his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Rebecca White wife of the said J.E.White having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said Rebecca White 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 24 day of Sept.A.D.1914.
(NOTL.S.EAL) C.M.McKinney,
Notary Public in and for El Paso County, Texas.

49761
J.E.White, a
achelor
To
Thomas M.Jones,
Trustee for George
Weber, benefy.

to beneficiary of
even date herewith for \$2500 due 2 years
after date with 8% interest per annum,
payable semi-annually, past due interest
shall bear 10% interest per annum, se-
cured by first deed of trust lien on a
certain tract of land located in the San
Elizario Grant in El Paso County, Texas
and fully described in deed recorded in
Bk.127, p.498, and also fully described
in deed of trust of even date herewith
from J.E.White to Thomas M.Jones, trustee
for George Weber to which deed and deed
of trust reference is here made, said
note contains default clause and 10%
Attys. fee clause.

Do grant, sell and convey unto said
trustee and successors in trust, all
the following described property situat-
ed in El Pasomounty, Texas, in what is
known as the San Elizario Grant and
described as (among other property)

Also all of the interest of the said
J.E.White in the following tract of land
situated in said San Elizario Grant,
and described as fbeginning at W.B.line
of Jesus Arroyos at S.E. corner of Gre-
gorio Garcia; thence S. 87° W.143 vrs.
corner; thence W.130 varas stake and S.W.
corner of G.Garcia; thence S.23° E. 127
vrs. thence S. 9° E.7¼ varas; thence S.
36° E. 110 varas corner near mouth of
arroyo; thence N.87° E. 75 varas; thence
S. 29° E.40 varas stake; thence N.77° E.
130 varas small alamo; thence N.7° W.
150 varas S.W.corner of Jesus Arroyo and
at 301 varas the place of beginning,
and being the same property conveyed to
J.E.White, and A.T.Celum by O.C.Coles,
by deed recorded in Bk.159, p.605 of the
deed records of El Paso County, Texas,
to which reference is here made.

Power of sale on default.

Power in beneficiary to appoint a
substitute trustee in writing.

Recitals in trustee's deed to be
evidence of facts therein stated.
Debt of George M.Jones, trustee whole

76/287--2

General warranty.

J.E.White

THE STATE OF TEXAS

COUNTY OF EL PASO
Before me, the
undersigned authority, a Notary Public in
and for El Paso County, Texas, on this day
personally appeared J.E.White, known to
me to be the person whose name is sub-
scribed to the foregoing instrument,
and acknowledged to me that he executed
the same for the purposes and consider-
ation therein expressed.

GIVEN UNDER MY HAND and seal of
office this 19th day of December A.D.
1912.

(NOTL.SEAL) C.H.Jones,
Notary Public, El Paso County, Texas.

George Weber and
Thomas M.Jones
trustee

Release Deed of
Trust

Date Dec.10, 1914

Filed Dec.22, 1914

Book 260; page 222

J.E.White

Whereas, on Dec.11, 1912 J.E.White
executed and delivered to Thomas M.Jones
as trustee for George Weber his deed of
trust and mortgage on a tract of land lo-
ated in the San Elizario Grant, El Paso
County, Texas, more particularly describ-
ed in the deed recorded in Bk.127, p.498
of the deed records of El Paso County,
Texas, to which reference is here made
and also fully described in said deed
of trust above mentioned, and

Whereas, said deed of trust was giv-
en to secure the payment of one note of
even date therewith for the sum of \$2500
due 2 years after date payable to George
Weber, bearing 8% interest per annum, and
containing the usual 10% Attys.fees and
signed by J.E.White and

Whereas, said note has been paid and
at time of payment was the property of
George Weber.

Therefore, in consideration of the
premises and the full payment of said
note do release, reconvey, and transfer
the property above described and do ack-
nowledge the same to be free and clear
of all claims and encumbrances of every
nature and description whatsoever under
and by virtue of said deed of trust.

Geo.Weber

Thos.M.Jones, trustee

THE STATE OF TEXAS

COUNTY OF EL PASO

Before me, the
undersigned authority, on this day per-
sonally appeared George Weber, known to
me to be the person whose name is sub-
scribed 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 10th day of December 1914.

(NOTL.SEAL) C.H.Jones,
Notary Public in and for El Paso County
Texas.

260/222--2

THE STATE OF TEXAS

COUNTY OF EL PASO

Before me, the

undersigned authority, on this day per-

sonally appeared Thomas M.Jones, known to

me to be the person whose name is sub-

scribed to the foregoing instrument as

trustee, and acknowledged to me that he

executed the same for the purposes and

consideration therein expressed, and in

the capacity therein designated.

GIVEN UNDER MY HAND and seal of

office this 10th day of December 1914.

(NOTL.SEAL) C.H.Jones,

Notary Public in and for El Paso County

Texas.

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appeared Mrs. F.L. Drury wife of A.D. Drury known to me to be the person whose name is subscribed to the foregoing instrument and having been examined by me privately and apart from her husband, and having the same by me fully explained to her, the said Mrs. F.L. Drury 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 9th day of Feb. A.D. 1900.
NOTL. SEAL) J.M. Randel,
J.P. and ex officio Notary Public,
Hardeman Co. Texas.

W.B. McBryde
and Mrs. Alice McBryde
husband and wife
To
Pat Dolan

Do grant, sell and convey land in El Paso county, Texas, and more particularly described as follows, to-wit: 1 tract of land in the San Elizario Grant, situated about 1/4 mile Ely. from the G.H. & S.A. Ry. depot, beginning at a stk. standing on the W. boundary line of a survey which is shown upon the Wingo map in the name of Capt. G.N. Garcia, which now belongs to A.T. Celum, the stake being situated upon the S. line of a 25 ft. road belonging to said A.T. Celum, and also being S. 25° E. 27.6 ft. from the S.E. corner of the Ysabel Sanchez survey; now the land of Joseph Silva and running thence S. 25° E. 45.4 ft. to the S.E. corner of this survey, passing the S.W. corner of the said Garcia tract at 167 ft. thence S. 80° 30' W. 1256 ft. to a stk for the S.W. corner standing upon the E. bank of the acequia Madre and the E. line of the said Jesus Cobos, thence with the said acequia and the line of said Cobos N. 17° 30' W. 514 ft. to a stake for the N.W. corner situated upon the W. side of the County road, which crosses the G.H. & S.A. Ry. near the S. end of the depot; thence along the S. line of the said 25 ft. road of the said A.T. Celum and parallel to the S. line of the said Sanchez survey N. 83° 51' E. 327 1/2 ft. to a stake; thence N. 83° 51' E. 467 ft. to the beginning, containing 13.34 acres. (and other property)

(see next page for description)
Mrs. Alice McBryde

TERRITORY OF NEW MEXICO
COUNTY OF EDDY
Owen Probate Clerk in and for Eddy County N.M. in this day personally appeared W.B. McBryde 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 8th day of Oct. A.D. 1906.
(Court Seal) W.R. Owen,
Probate Clerk by Chas. R. Jones, Deputy

TERRITORY OF NEW MEXICO
COUNTY OF EDDY
W.R. Owen, Probate Clerk in and for Eddy County, N.M. on this day personally appeared Alice McBryde, wife of W.B. McBryde known to me to be the person whose name is subscribed to the foregoing instrument and having been examined by me privately and apart from her husband and having the same by me fully explained to her, she, the said Alice McBryde 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 8th day of October AD. 1906
(Court Seal) W.R. Owen Probate Clerk
By Chas. R. Jones, Deputy

Also 1 tract of land in San Elizario Grant, about 1/4 mile Ely. from the G.H. & S.A. depot lying immediately S. of the survey in the name of Capt. G.N. Garcia, as per the Wingo map beginning at the S.W. corner of the Capt. G.N. Garcia survey now the land of A.T. Celum and running thence E. 25° E. 353 ft. to a stake; thence S. 9° E. 37 ft. to the S.E. corner of this survey thence E. 717 ft. to a stake for the S.E. corner of said stake being upon the W. line of the T.M. Collins survey as shown upon the said Wingo map, thence N. 12° 30' W. 9422 ft. along the land of said A.T. Celum to a stake for the N.E. corner standing upon the N. bank of a small acequia and at the S.E. corner of the said acequia and the S. lines of the said Garcia tract S. 86° W. 421 ft. to a stake; thence S. 85° 55' W. 362 ft. to the beginning, containing 66.5 acres.

Pat Dolan
To
A.T. Celum

Do grant, sell and convey land in County of El Paso, Texas, and more particularly described as follows, to-wit: A part of the San Elizario Grant about 1/4 mile Easterly from the G.H. & S.A. Ry. depot S. of survey in the name of Capt. G.N. Garcia, as per Wingo map; Beginning at S.W. corner of Capt. Garcia's survey and running thence S. 25° E. 353 ft. to a stake; thence S. 9° E. 37 ft. to S.W. corner of this survey; thence E. 717 ft. to a stake for S.E. corner said stake being upon W. line of T.M. Collins survey; thence N. 12° 30' W. 422 ft. along W. line of said Collins and Mesu Arroyos surveys, last named now land of A.T. Celum, to a stake for N.E. corner standing on N. bank of a small acequia the S.E. corner of said Garcia tract; thence with the N. bank of said acequia and S. lines of said Garcia tract S. 86° W. 421 ft. to a stake; thence S. 85° 55' W. 362 ft. to place of beginning, containing 6.65 acres and being the same property described as the N. 1/4 of a 14 acre tract deeded to J.A. Cole, by the corporation of San Elizario on Feb. 3, 1883 and subsequently deeded by J.A. Cole and wife to A.M. Loomis on Nov. 20, 1883 and Bk. 6, p. 31, and by A.M. Loomis to John J. Bruck on June 30, 1885, Bk. 7, p. 275.

Pat Dolan

THE STATE OF TEXAS
COUNTY OF EL PASO
ilton, a Notary Public in and for the County of El Paso, on this day personally appeared Pat Dolan, personally 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 14th day of December A.D. 1906
(Seal) Wm. Hamilton, Notary Public,
El Paso Co., Texas.

22699 22699
A.T. Celum
To
J.U. Sweeney, trustee
for Park W. Pitman
beneficiary
Deed of Trust
Date Dec. 17, 1906
Filed Apl. 30, 1909
Book 44, page 433
Consid: \$10 paid and
1 note payable to
beneficiary for \$150 due 9 months after
date with 8% interest from date until
paid, 10% Attys. fees, negotiable and
payable at State National Bank, El Paso
Texas.

Do sell, transfer, convey and confirm
unto said trustee and successors in
trust, the following described parcel
of property to-wit: Situated in El Paso
County, Texas, a part of San Elizario
Grant about half a mile Ely. from G.H. &
S. Arroyo, S. of survey in the name
of Capt. G.N. Garcia, as per Wingo map,
beginning at S.W. corner of Capt. Garcia's
survey and running thence S. 25° E. 353
ft. to a stake; thence S. 90° E. 37 ft.
to S.W. corner of this survey; thence E.
717 ft. to a stake for S.W. corner of
this survey; thence E. 717 ft. to a stake
for S.E. corner said stake being upon W.
line of T.M. Collins survey; thence N. 12°
30' W. 422 ft. along W. line of said Col-
lins and Jesus Arroyos surveys last named
now land of A.T. Celum to a stake for N.E.
corner standing on the N. bank of a small
acequia at the S.E. corner of said Garcia
tract; thence with the N. bank of said
acequia and the S. lines of said Garcia
tract S. 86° W. 421 ft. to a stake
thence S. 86° W. 362 ft. to place of
beginning, containing 6.65 acres and being
the same property described as the N. 1/4
of a 14 acre tract deeded to J.A. Cole
by the corporation of San Elizario on
Feb. 3, 1883, and subsequently deeded by
J.A. Cole and his wife to A.M. Loomis on
Nov. 20, 1883 Bk. 6, p. 31 and by A.M. Loomis
to John J. Bruck on June 30, 1885 Bk. 7, p.
275 together with all and singular the
rights, members hereditaments and appur-
tenances to the same in any manner.
Power of sale on default.
Power in beneficiary to appoint a
substitute trustee in writing.
And I fully and absolutely ratify
and confirm any and all acts which the
said J.U. Sweeney or his substitute as
agent provided may do in the premises by
virtue hereof.

44/433--2
A.T. Celum
THE STATE OF TEXAS
COUNTY OF EL PASO
ss
Hamilton, a Notary Public in and for El
Paso County, Texas, on this day person-
ally appeared A.T. Celum known to me to
be the person whose name is subscribed to
the foregoing instrument, and acknowl-
edged to me that he executed the same
for the purposes and consideration there-
in expressed.
GIVEN UNDER my hand and seal of
office this 18th day of December A.D. 1906
(NOTL. SEAL) Wm. Hamilton,
839 Notary Public, El Paso Co., Texas.

Before me, Wm.
Hamilton, a Notary Public in and for El
Paso County, Texas, on this day person-
ally appeared A.T. Celum known to me to
be the person whose name is subscribed to
the foregoing instrument, and acknowl-
edged to me that he executed the same
for the purposes and consideration there-
in expressed.

22699 22699
Park W. Pitman
with
A.T. Celum
Extension & Agreement
Dated Aug. 8, 1913
Filed Nov. 29, 1913
Bk. 236, p. 536
35

Whereas, on December 17, 1906, A.T.
Celum executed his certain deed of trust
wherein he conveyed to J.U. Sweeney,
trustee of the County of El Paso and
State of Texas the following described
property, to-wit:
Situated in El Paso County, Texas,
a part of San Elizario Grant about a
half mile easterly from G.H. & S.A. Ry.
Depot South of survey in the name of
Capt. G.N. Garcia as per Wingo map.
Beginning at S.W. corner of Capt.
Garcia's survey and running thence S. 25°
E. 353 ft. to a stake, thence S. 90° E. 37 ft.
to S.W. corner of this survey, thence E.
717 ft. to a stake for S.E. corner, said
stake being upon W. line of T.M. Collins
survey, thence N. 12° 30' W. 422 ft. along
W. line of said Collins and Jesus
Arroyo surveys last named now land of
A.T. Celum to a stake for N.E. corner stand-
ing on the N. bank of a small acequia
at the S.E. corner of said Garcia tract,
thence with the N. bank of said acequia
and the S. lines of said Garcia tract
S. 86° W. 421 ft. to a stake, thence S. 85°
55' W. 362 ft. to place of beginning,
containing 6.65/100 acres, and being the
same property described as the N. 1/4 of a
14 acre tract, deeded to J.A. Cole by
the corporation of San Elizario on Feb.
3, 1883, and subsequently deeded by J.A.
Cole and his wife to A.M. Loomis on
Nov. 20, 1883, Bk. 6, p. 31 and by A.M. Loomis
to John J. Bruck on June 30, 1885, Bk. 7,
p. 275 together with all and singular
the rights, members hereditaments and
appurtenances to the same in any
manner belonging or appertaining.
And which said deed of trust is now
of record in Bk. 44, p. 433 of the deed
of trust records of El Paso County,
Texas.
And whereas, the said deed was
given for the purpose of securing the
payment of one certain promissory note
of even date with said deed of trust

236/536--2
for the sum of \$150 payable 9 months
after date to the order of Park W.
Pitman, with interest thereon at the
rate of 8% per annum from date until
paid.
And whereas the said note is past
due and has not been paid and it is
desired by the parties hereto to extend
the time of payment of said note to
December 17th, 1915.
Now, Therefore, for and in considera-
tion of the sum of \$1.00 cash paid, do
hereby extend the time of payment of
said note amounting to \$150 to December
17th, 1915 to mature and become due on
that date.
Said note to bear interest as state
on its face at 8% per annum, payable
annually.
It being understood that this
extension shall in no way effect the
trust deed securing the payment of said
note or in any way invalidate the
said note, but the lien securing the sam
shall remain in full force and effect
until full and final payment of
said note in accordance with its terms.
And I the said A.T. Celum in consider-
ation of said extension do hereby agree
to pay said note and accrued interest
thereon at the end of said extension
period namely Dec. 17, 1915, subject to
the terms as stated in said note and
deed of trust before described, waiving
notice, grace, protest and split.
A.T. Celum,
Park W. Pitman,
THE STATE OF TEXAS
COUNTY OF EL PASO
undersigned authority, and for El Pas
County, Texas, on this day personally
appeared A.T. Celum, known to me to
be the person whose name is subscribed
to the foregoing instrument, and acknow-
ledged to me that he executed the same
for the purposes and consideration ther
in expressed.
Given under my hand and seal of
office, this 8 day of August A.D. 1913.
(Notl. Seal) C.M. McKinney,
Notary Public, El Paso County, Texas

THE STATE OF TEXAS } BEFORE ME, the
COUNTY OF EL PASO } undersigned authority, in and for El Paso
County, Texas, on this day personally
appeared Park W. Pitman, 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 29th day of November A.D.
1913.
(Notl. Seal) E. H. McClintock,
Justice of the Peace Precinct No. 1, and
ex officio Notary Public, El Paso County,
Texas

G. N. Garcia
2nd, Mayor of Town
of San Elizario, Texas, Filed Apr. 3, 1882
-to- Bk. 4, p. 735
Gregorio Garcia, Consid: \$1.00 paid
and valuable consideration

Whereas at a regular meeting of
town Council of corporation of Town of
San Elizario, Texas, held at San Elizario
on _____ at which a quorum of said council
was present _____ an inhabitant of town
of San Elizario did present petition to
said council for deed of relinquishment
for said corporation to petitioner for
hereinafter described land and it
appearing to satisfaction of said council
that said _____ or his vendors have long
used, cultivated, possessed and made
valuable improvements thereon in good
faith, ordered and adjudged that said
petition be granted. I, _____ Mayor of Town
of San Elizario, Texas, by virtue of power
and authority in me vested as such
mayor, in consideration of \$1.00 paid by
_____ and other good and valuable consid-
erations, receipt acknowledged, and by
virtue of said order, I do grant, sell
convey and release unto _____ all the
right, title, interest, claim or demand what-
soever that said corporation may have
in, through or by a certain grant by the
King of Spain in 1690 and a certain
grant from Legislature of State of Texas
made and approved on Feb. 5, 1853 and
evidenced by patent issued to inhabitants
of San Elizario by P. H. Bell, Governor of
State of Texas on May 8, 1853 to following
described tracts of land lying within
corporate limits of San Elizario, Texas,
according to map of San Elizario as
accomplished by A. Q. Wingo, Surveyor for corpor-
ation of San Elizario, Texas and particu-
larly described as follows:

Beginning at a dead alamo in an
arroyo or desague de la acequia del
Salitral from which an alamo brs. S. 27°
E. 6 vrs. thence S. 16° E. 207 vrs. a corner,
thence S. 25° E. 130 vrs. for corner from
which 3 willows brs due East 60 vrs.
thence E. with a small acequia 130 vrs. a

corner, thence N. 87° E. 143 vrs. a corner,
thence N. 10° W. 187 vrs. an alamo in Rio
Viejo, thence N. 45° W. 130 vrs. an alamo in
middle of Rio Viejo, thence N. 65° W. 146
vrs. a forked alamo standing in the
mouth of the first mentioned arroyo,
thence N. with said arroyo 144 vrs.
to the place of beginning, containing
about 20 acres.

Attest: G. N. Garcia, 2nd,
Jose Carreon, Mayor of San Eliz-
Secty. (Seal) ario

STATE OF TEXAS } BEFORE ME, G. N.
COUNTY OF EL PASO } Garcia 1st, a Notary Public in and for
Garcia 1st, a Notary Public in and for
El Paso County, Texas, on this day person-
ally appeared G. N. Garcia 2nd, Mayor of
Town of San Elizario, 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 22 day of June A. D. 1882.
(Notl. Seal) G. N. Garcia,
Notary Public,

Gregorio Garcia
and Ma D. L. Santos
Garcia, husband and
wife
-to-
A. A. Howard

Do grant, sell and convey
certain tract of land lying within
limits of San Elizario, Texas.

Beginning at a dead alamo
in an arroyo or desaguade al acequia
des bosque from which an alamo brs S.
27° E. 6 vrs. thence S. 16° E. 207 vrs. a
corner, thence S. 25° E. 130 vrs. corner
from which 3 willows brs due E. 60 vrs.
thence E. with a small acequia 130 vrs.
corner, thence N. 87° E. 143 vrs. a corner,
thence N. 10° W. 187 vrs. an alamo in Rio
Viejo, thence N. 45° W. 130 vrs. an alamo
middle of Rio Viejo, thence N. 65° W. 146
vrs. a forked alamo standing in mouth of
lat mentioned arroyo, thence S. 82° W.
with said arroyo 144 vrs. to beginning,
containing about 20 acres.

Gregorio Garcia
Ma D. L. Santos X Garcia,
Witnesses: mark
G. N. Garcia,

STATE OF TEXAS }
COUNTY OF EL PASO } BEFORE ME, G. N.
Garcia, 1st, a Notary Public in and for
El Paso County, Texas, on this day person-
ally appeared Gregorio Garcia and Ma D. I
Santos Garcia, wife of Gregorio Garcia,
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 Ma D. L. Santos Garcia, wife of
the said Gregorio Garcia, having been
examined by me privily and apart from
her husband and having the same by me
fully explained to her, she the said Ma
D. L. Santos Garcia, acknowledged such
instrument to me 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 20 day of March 1883.
(Notl. Seal) G. N. Garcia, 1st,
Notary Public

41
A.A.Howard, Owner
By James H. White,
Tax Collector of
El Paso County
-tp-
S. Lesinsky
Tax Sale Deed
Date May 4, 1887
Filed Aug. 2, 1887
Bk. 30, p. 84
Consid: \$4.83 paid

Recites: Taxes due State of Texas and County of El Paso, by said pwner for year 1887 on above land amount to \$1.08. Payment demanded, unpaid, levy made, advertised, sold at public auction. Grantee bid for said land amount of said taxes, penalties and costs, being the highest and best bid was struck off to him. Owner may redeem within two years from this date.

Do bargain, sell, transfer and convey all the right, title, interest and estate which said owner had when said assessment was made to 20 acres, abstract 165 original grantee Presidio de San Elizario situated in El Paso County, Texas.

(No seal of record)
James H. White,
Tax Collector of El Paso County,

THE STATE OF TEXAS
COUNTY OF EL PASO
Foster, a Notary Public in and for said County and State, on this day personally appeared J.H. White, Tax collector in and for said county who is known to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same as Tax Collector aforesaid for the purposes and consideration therein expressed.
Given under my hand and seal of office, this 2 day of July 1887.
(Seal)
A.G. Foster,
Notary Public, El Paso Co. Texas

40
S. Lesinsky
-to-
Mary A. Detwiler
Redemption Deed
Date Dec. 5, 1887
Filed Dec. 7, 1887
Bk. 16, p. 22
Consid: \$11.26 paid in redeeming herein

after described land which was sold on May 5, 1887 by Jas. H. White, Tax Collector of El Paso County, Texas, for taxes due for year 1887 and having been purchased by said S. Lesinsky, at said Tax Sale

Do relinquish and quit claim all right, title, interest which I obtained by virtue of said purchase of said land at said tax sale in and to following described land to-wit: 20 acres of land abstract 165, original Grantee, Presidio de San Elizario, situated in El Paso County and State of Texas.

S. Lesinsky,
Per P.J. McLean,
Attorney in Fact,

THE STATE OF TEXAS
COUNTY OF EL PASO
El Paso County, Texas, on this day personally appeared P.J. McLean, to me well known 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, as the attorney in fact for S. Lesinsky.

Given under my hand and seal of office, this 5 day of December 1887.
(Seal)
C.W. Clunn,

Notary Public, El Paso County, Texas

43
A.A. Howard and
Anna Howard, wife
-to-
Mrs Mary A. Dewiler
Warranty Deed
Date June 21, 1886
Filed June 26, 1886
Bk. 9, p. 329
Consid: \$100 paid

Do grant, sell and convey tract of land lying within limits of San Elizario in County of El Paso and State of Texas, and more particularly described as follows:

Beginning at dead alamo in an arroyo or desague de la acequia del bosque from which an alamo bears S. 27° E. 6 vrs. thence S. 16° E. 207 vrs. a corner, thence S. 25° E. 130 vrs. corner from which 3 willows bears due east 60 vrs. thence E. with a small acequia 130 vrs. corner, thence N. 87° E. 143 vrs. a corner, thence N. 10° W. 187 vrs. an alamo in Rio Viejo, thence N. 45° W. 130 vrs. an alamo middle of Rio Viejo, thence N. 65° W. 146 vrs. a forked alamo standing in the mouth of the first mentioned arroyo, thence S. 82° W. with said arroyo, 144 vrs. to place of beginning, containing about 20 acres.

A.A. Howard,
Anna Howard,

THE STATE OF TEXAS
COUNTY OF EL PASO
Patterson, a Notary Public in and for El Paso County, Texas, on the 22nd day of June 1886 personally appeared Anna Howard wife of the said A.A. Howard, both known to me to be the persons whose names are subscribed to the foregoing instrument

and acknowledged to me that he executed the same for the purposes and consideration therein expressed. And the said Anna Howard, wife of the said A.A. Howard, having been examined by me privily and apart from her husband and having the same by me fully explained to her, she the said Anna Howard, acknowledged such instrument by me 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 23rd day of June 1886.
(Notary Seal)
Millard Patterson,
Notary Public, El Paso Co. Texas

42
Mrs. Mary A. Detwiler
(unmarried)
To
G. Zork, trustee for
A. Krakauer, beneficiary
Deed of Trust
Date July 13, 1887
Filed July 14, 1887
Book 4; page 181
Consid: \$1 paid and 1 note payable to beneficiary for \$20 due 90 days.

Do sell, transfer, convey and confirm unto said trustee and successors in trust, all the following described real estate situated in El Paso county, Texas, in limits of San Elizario and described as follows:

Beginning at a dead alamo in an arroyo or desague de la acequia del bosque from which an alamo bears S. 27° E. 6 varas; thence S. 16° E. 207 varas to a corner; thence S. 25° E. 730 varas to a corner from which 3 willows bear due E. 60 varas; thence E. with a small acequia 130 varas to a corner; thence N. 87° E. 143 varas to a corner; thence N. 10° E. 187 varas to an alamo in Rio Viejo; thence N. 45° W. 130 varas to an alamo in the middle of Rio Viejo N. 65° W. 146 varas to a forked alamo standing in the mouth of the first mentioned arroyo; thence S. 82° W. with said arroyo 144 varas to the place of beginning, containing 20 acres more or less.

Power of sale on default.

Power in beneficiary to appoint a substitute trustee in writing.

Mary A. Detwiler,

THE STATE OF TEXAS

COUNTY OF EL PASO
Stanton, a Notary Public in and for El Paso County, Texas, on this day personally appeared Mary A. Detwiler, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND and seal of office this 13 day of July 1887.

(Seal) M.W. Stanton

Notary Public, El Paso County, Texas.

G. Zork, Trustee
A. Krakauer, Beneficiary
-to-
Mary A. Dewiler

Recites: On July 13, 1887, Mrs Mary A. Dewiler did execute and deliver to G. Zork, trustee, a deed of trust, recorded Bk. 4, p. 181, to secure payment of one note \$200, due 90 days, interest 12%. That said note has been fully paid.

Do remise, set over, release and reconvey, free and quit of the lien heretofore existing on land in El Paso County, within limits of San Elizario Texas, described as follows, to-wit:
Beginning at a dead alamo in an arroyo or desague de la acequia del bosque from which an alamo bears S. 27° E. 6 vrs. thence S. 11° E. 207 vrs. to a corner, thence S. 25° E. 130 vrs. to a corner from which 3 willows bears due east 60 vrs. thence East with a small acequia 130 vrs. to a corner, thence N. 87° E. 143 vrs. to a corner, thence N. 10° W. 187 vrs. to an alamo in Rio Viejo, thence N. 45° W. 130 vrs. to a forked alamo standing in the mouth of the 1st mentioned arroyo, and thence S. 82° W. with said beginning, containing 20 acres, more or less.

A. Krakauer,
THE STATE OF TEXAS
COUNTY OF EL PASO
Clum, Notary Public in and for El Paso County, Texas, on this day personally appeared A. Krakauer, to me well known 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 16 day of December 1887.
(Notl. Seal) C.W. Clum,
Notary Public, El Paso County, Texas

Mary A. Dewiler
-to-
Joseph W. Keller

Do grant, sell and convey land in El Paso County, Texas, within limits of San Elizario, El Paso County, Texas, and more particularly described as follows, to-wit:
Beginning at a dead alamo in an arroyo or desague de la acequia del bosque from which an alamo bears S. 27° E. 6 vrs. thence S. 16° E. 207 vrs. a corner, thence S. 25° E. 130 vrs. corner from which 3 willows bear due east 60 vrs. thence East with a small acequia 130 vrs. corner, thence N. 87° E. 143 vrs. a corner, thence N. 10° W. 187 vrs. an alamo in Rio Viejo, thence N. 45° W. 130 vrs. an alamo middle of Rio Viejo, thence N. 65° W. 146 vrs. a forked alamo standing in the mouth of the first mentioned arroyo, and thence S. 82° W. with said arroyo, to place of beginning, containing about 20 acres.

Mary A. Dewiler,
THE STATE OF TEXAS
COUNTY OF EL PASO
Clum, a Notary Public in and for El Paso County, Texas, on this day personally appeared Mary A. Dewiler, to me well known, to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and consideration therein expressed.
Given under my hand and seal of office, this 17 day of December 1887.
(Notl. Seal) C.W. Clum,
Notary Public, El Paso County, Texas

J.W. Keller joined
by my wife,
Mary T. Keller
To
R.J. Carr

Do grant, sell and convey land within corporate limits of San Elizario, El Paso County, Texas, and more particularly described as follows, to-wit:
Beginning at a dead alamo in an arroyo or a desague de la acequia del bosque from which an alamo bears S. 27° E. 6 vrs. thence S. 16° E. 207 vrs. to a corner, thence S. 25° E. 130 vrs. corner from which three willows bear due E. 60 vrs. thence E. with a small acequia 130 vrs. corner; thence N. 10° W. 187 vrs. an alamo in Rio Viejo; thence N. 45° W. 130 vrs. an alamo middle of Rio Viejo; thence N. 65° W. 146 vrs. a forked alamo standing in the mouth of the first mentioned arroyo; thence S. 82° W. with said arroyo 144 vrs. to the place of beginning containing 15 acres more or less.

J.W. Keller
Mary T. Keller
THE STATE OF TEXAS
COUNTY OF EL PASO
Notary Public in and for El Paso County Texas, on this day personally appeared J.W. Keller, 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 20 day of Jan. 1891.
(Seal) H.B. Stevens,
Notary Public El Paso county, Texas.

THE STATE OF TEXAS
COUNTY OF EL PASO
Notary Public in and for El Paso county Texas, on this day personally appeared Mary T. Keller, wife of J.W. Keller, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

18/31--2
and apart from her husband, and having the same by me fully explained to her. she, the said Mary T. Keller 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 20 day of Jan. 1896.
(Seal) H.B. Stevens,
Notary Public, El Paso county, Texas.

4-
Warranty Deed
Date Jan. 20, 1891
Filed Jan. 21, 1891
Book 18, page 381
Consid: \$150 paid

Do grant, sell and convey land within corporate limits of San Elizario, El Paso County, Texas, and more particularly described as follows, to-wit:
Beginning at a dead alamo in an arroyo or a desague de la acequia del bosque from which an alamo bears S. 27° E. 6 vrs. thence S. 16° E. 207 vrs. to a corner, thence S. 25° E. 130 vrs. corner from which three willows bear due E. 60 vrs. thence E. with a small acequia 130 vrs. corner; thence N. 10° W. 187 vrs. an alamo in Rio Viejo; thence N. 45° W. 130 vrs. an alamo middle of Rio Viejo; thence N. 65° W. 146 vrs. a forked alamo standing in the mouth of the first mentioned arroyo; thence S. 82° W. with said arroyo 144 vrs. to the place of beginning containing 15 acres more or less.

J.W. Keller
Mary T. Keller
THE STATE OF TEXAS
COUNTY OF EL PASO
Notary Public in and for El Paso County Texas, on this day personally appeared J.W. Keller, 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 20 day of Jan. 1891.
(Seal) H.B. Stevens,
Notary Public El Paso county, Texas.

THE STATE OF TEXAS
COUNTY OF EL PASO
Notary Public in and for El Paso county Texas, on this day personally appeared Mary T. Keller, wife of J.W. Keller, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

13/182--2 51
pressed,
GIVEN UNDER MY HAND and seal of
office this 21 day of April 1892.
(Seal) H.R. Wood,
Notary Public, El Paso Co.,
Texas.

13/182--2 51
Warrant Deed V.L.
Date Jan. 21, 1891
Filed Jan. 21, 1891
Book 13; page 136
Consid: \$225 paid and
secured by V.L. note for \$225 due May 1,
1891 10% interest payable at office of
Townsend and Larrazola and 10% Attys.
fees.

Do grant, sell and convey land in
El Paso county, Texas, within corporate
limits of San Elizario and more particu-
larly described as follows, to-wit:
Beginning at a dead alamo in an
arroyo or a desaque de la Acequia del Bos-
que from which an alamo bears S. 27° E.
6 varas; thence S. 16° E. 207 varas to a
corner; thence S. 25° E. 130 varas to a
corner from which three willows bears due
East 60 varas; thence E. with small
acequia 130 varas corner; thence N. 87°
E. 143 varas corner; thence N. 10° W. 187
varas to an alamo in Rio Viejo; thence S
130 varas to an alamo in middle of Rio
Viejo; thence N. 65° W. 146 varas to a
forked alamo standing in the first men-
tioned arroyo; thence S. 82° W. with said
arroyo 144 varas to the place of beginning
containing 15 acres, more or less.
V.L. retained.

THE STATE OF TEXAS
COUNTY OF EL PASO
Before me, Zeno B.
Clardy, a Notary Public in and for El
Paso county, Texas, on this day person-
ally appeared R.J. Carr, 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 21 day of Jan. 1891.
(Seal) Zeno B. Clardy,
Notary Public, El Paso Co., Texas.

13/182--2 51
Warrant Deed V.L.
Date Jan. 21, 1891
Filed Jan. 21, 1891
Book 13; page 136
Consid: \$225 paid and
secured by V.L. note for \$225 due May 1,
1891 10% interest payable at office of
Townsend and Larrazola and 10% Attys.
fees.

Do grant, sell and convey land
in El Paso county, Texas, within corpo-
rate limits of town of San Elizario, and
more particularly described as follows,
to-wit:
Beginning at a dead alamo on arroyo
or bosque de la acequia del bosque, from
which an alamo bears S. 27° E. 6 varas,
thence S. 16° E. 207 varas to a cor-
ner; thence S. 25° E. 130 varas to a cor-
ner from which three willows bear due E.
60 varas; thence E. with small acequia
130 varas to a corner; thence N. 87° E.
143 varas to a corner; thence N. 10° W.
187 varas to an alamo in Rio Viejo;
thence N. 45° W. 130 varas to an alamo in
middle of Rio Viejo, marked ///; thence
N. 65° W. 146 varas to a forked alamo
standing in first mentioned arroyo;
thence S. 80° W. with said arroyo 124 vrs
to place of beginning. The above des-
cribed property being the same conveyed
to me by J.R. Carr by deed dated Jan. 21,
1891 and recorded in Bk. 13, p. 136 of the
records in and for said county for deeds
but in which last mentioned deed there
are two errors viz: instead of S. 45° W.
130 varas the call should be N. 45° W.
130 varas and in S. 82° W. with said
arroyo 144 varas, it should be S. 80° W.
with said arroyo 126 varas, and other
and former deeds contain the last above
named error but this deed compares to the
field notes and the correct description.
V.L. retained.

THE STATE OF TEXAS
COUNTY OF EL PASO
Before me, Wm. Ham-
ilton, a Notary Public in and for El
Paso County, Texas, on this day person-
ally appeared R.J. Carr, known to me to
be the person whose name is subscribed to
the foregoing instrument, and acknowl-
edged to me that he executed the same
for the purposes and consideration there-
in expressed.
GIVEN UNDER MY HAND and seal of
office this 16 day of May 1891.
(Seal) Wm. Hamilton,
Notary Public.

THE STATE OF TEXAS
COUNTY OF EL PASO
Before me, H.R.
Rood, a Notary Public in and for El Paso
County, Texas, on this day personally
appeared Joseph Silva 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 ex-

13/182--2 51
Warrant Deed V.L.
Date Apr. 21, 1892
Filed Apr. 21, 1892
Book 13; page 182
Consid: \$200 paid and
secured as follows: \$100 cash and 2 notes
\$100 each due 6 months and 1 year, 10%
interest.

Do grant, sell and convey land
in El Paso county, Texas, within corpo-
rate limits of town of San Elizario, and
more particularly described as follows,
to-wit:
Beginning at a dead alamo on arroyo
or bosque de la acequia del bosque, from
which an alamo bears S. 27° E. 6 varas,
thence S. 16° E. 207 varas to a cor-
ner; thence S. 25° E. 130 varas to a cor-
ner from which three willows bear due E.
60 varas; thence E. with small acequia
130 varas to a corner; thence N. 87° E.
143 varas to a corner; thence N. 10° W.
187 varas to an alamo in Rio Viejo;
thence N. 45° W. 130 varas to an alamo in
middle of Rio Viejo, marked ///; thence
N. 65° W. 146 varas to a forked alamo
standing in first mentioned arroyo;
thence S. 80° W. with said arroyo 124 vrs
to place of beginning. The above des-
cribed property being the same conveyed
to me by J.R. Carr by deed dated Jan. 21,
1891 and recorded in Bk. 13, p. 136 of the
records in and for said county for deeds
but in which last mentioned deed there
are two errors viz: instead of S. 45° W.
130 varas the call should be N. 45° W.
130 varas and in S. 82° W. with said
arroyo 144 varas, it should be S. 80° W.
with said arroyo 126 varas, and other
and former deeds contain the last above
named error but this deed compares to the
field notes and the correct description.
V.L. retained.

THE STATE OF TEXAS
COUNTY OF EL PASO
Before me, H.R.
Rood, a Notary Public in and for El Paso
County, Texas, on this day personally
appeared Joseph Silva 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 ex-

THE STATE OF TEXAS
COUNTY OF EL PASO
Before me, H.R.
Rood, a Notary Public in and for El Paso
County, Texas, on this day personally
appeared Joseph Silva 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 ex-

THE STATE OF TEXAS
COUNTY OF EL PASO
Before me, H.R.
Rood, a Notary Public in and for El Paso
County, Texas, on this day personally
appeared Joseph Silva 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 ex-

Joseph Silva
To
J.D.Baird

Release V.L.
Date June 20, 1893
Filed Oct. 30, 1894
Book 35:page 68

Recites: On April 21, 1892 Joseph Silva did execute and deliver to J.D. Baird, a deed V.L. to secure payment of 2 notes due 6 and 12 months. That said notes have been fully paid and at time of payment were the property of the undersigned.

Do remise, release, quit claim and discharge and acquit the lien heretofore existing upon following described land to-wit: Being within the corporate limits of town of San Elizario in County of El Paso, State of Texas, and more particularly described as follows: (Described as in deed recorded in Book 13, p.182 abstracted herein)

Joseph Silva

THE STATE OF TEXAS
COUNTY OF EL PASO

Before me, R.J.Carr a Notary Public in and for El Paso County Texas, on this day personally appeared Joseph Silva, well 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 29 day of June 1893.

(Seal) R.J.Carr,
Notary Public.

J.D.Baird
Annie Baird (wife)
To
W.J.Harris

Warranty Deed
Date Nov. 30, 1894
Filed Dec. 26, 1894
Book 39:page 193
Consid: \$500 paid

Do grant, sell and convey land within limits of San Elizario, El Paso county, Texas, and more particularly described as follows, to-wit:

Beginning at a dead alamo in an arroyo or desagua de la acequia del bosque from which an alamo bears S. 27° E. 6 varas; thence S. 16° E. 207 varas corner thence S. 25° E. 130 varas corner from which 3 willows bear due E. 60 varas; thence E. with small acequia 130 varas corner; thence N. 87° E. 143 varas corner; thence N. 10° W. 187 varas alamo in Rio Viejo; thence N. 45° 130 varas alamo middle of Rio Viejo; thence N. 65° W. 146 varas forked alamo standing in the mouth of 1st mentioned arroya and thence S. 82° W. 15th said arroyo 144 varas to place of beginning, containing about 15 acres more or less, this being same land sold by R.J.Carr to Joseph Silva on Jan. 21, 1891 and sold by Joseph Silva to J.B.Baird on April 21, 1892.

J.D.Baird
Annie Baird

THE STATE OF TEXAS
COUNTY OF EL PASO

Before me, R.J.Carr, a Notary Public in and for El Paso county, Texas, on this day personally appeared J.D.Baird, to me well known 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 17 day of Dec. 1894.

(Seal) R.J.Carr,
Notary Public.

THE STATE OF TEXAS
COUNTY OF EL PASO

Before me, R.J.Carr Notary Public in and for El Paso County Texas, on this day personally appeared Annie Baird wife of J.B.Baird, to me well known to be the person whose name is subscribed to the foregoing instrument and having been examined by me privately and

W.J.Harris and
Emilie Harris, wife
to-
A.T.Celum

Warranty Deed
Date Jan. 18, 1899
Filed Mar. 30, 1899
Bk. 13, p. 454
Consid: \$480 paid
and secured as follows: \$100 cash, 2 v. notes \$200 and \$180 due Sept. 1, 1899 and Sept. 1, 1900

Do grant, sell and convey land in El Paso County, Texas, within the limits of San Elizario in El Paso County Texas, more particularly described as follows, to-wit:

Beginning at a dead alamo in an arroyo or desagua de la acequia del bosque from which an alamo bears S. 27° E. 6 varas. thence S. 16° E. 207 varas. a corner, thence S. 25° E. 130 varas. corner from which three willows bear due east 60 varas. thence E. with a small acequia 130 varas corner, thence N. 87° E. 143 varas. a corner, thence N. 10° W. 187 varas. an alamo in Rio Viejo, thence N. 45° W. 130 varas. an alamo middle of Rio Viejo, thence N. 65° W. 146 varas. a forked alamo standing in the mouth of the first mentioned arroyo and thence S. 82° W. with said arroyo 144 varas to place of beginning, containing about 15 acres, more or less.

This being the same land sold by R.J.Carr to Joseph Silva on the 21st day of January 1891, and sold by Joseph Silva to J.D.Baird on April 21st, 1892 and sold by J.D.Baird to W.J.Harris on November 30th, 1894.

V.L. retained. "Ourselves" omitted from warrant.

Witness:
I.G.Gaal,
5 Oct. I.R.St. cano.

THE STATE OF TEXAS
COUNTY OF EL PASO

Before me, Mrs Emilie Harris to me well known after taking her in a separate and voluntarily signed above document and shows the contents thereof and has no wish to rescind them.

(Seal)
Justice of the Peace and ex officio Notary Public,
Chas. Jerber,

W.J.Harris,
Mrs Emilie Harris,

Witness:
I.G.Gaal,
5 Oct. I.R.St. cano.

THE STATE OF TEXAS
COUNTY OF EL PASO

Before me, Mrs Emilie Harris to me well known after taking her in a separate and voluntarily signed above document and shows the contents thereof and has no wish to rescind them.

(Seal)
Justice of the Peace and ex officio Notary Public,
Chas. Jerber,

W.J.Harris and
Emilie Harris, wife
to-
A.T.Celum

Warranty Deed
Date Jan. 18, 1899
Filed Mar. 30, 1899
Bk. 13, p. 454
Consid: \$480 paid
and secured as follows: \$100 cash, 2 v. notes \$200 and \$180 due Sept. 1, 1899 and Sept. 1, 1900

Do grant, sell and convey land in El Paso County, Texas, within the limits of San Elizario in El Paso County Texas, more particularly described as follows, to-wit:

Beginning at a dead alamo in an arroyo or desagua de la acequia del bosque from which an alamo bears S. 27° E. 6 varas. thence S. 16° E. 207 varas. a corner, thence S. 25° E. 130 varas. corner from which three willows bear due east 60 varas. thence E. with a small acequia 130 varas corner, thence N. 87° E. 143 varas. a corner, thence N. 10° W. 187 varas. an alamo in Rio Viejo, thence N. 45° W. 130 varas. an alamo middle of Rio Viejo, thence N. 65° W. 146 varas. a forked alamo standing in the mouth of the first mentioned arroyo and thence S. 82° W. with said arroyo 144 varas to place of beginning, containing about 15 acres, more or less.

This being the same land sold by R.J.Carr to Joseph Silva on the 21st day of January 1891, and sold by Joseph Silva to J.D.Baird on April 21st, 1892 and sold by J.D.Baird to W.J.Harris on November 30th, 1894.

V.L. retained. "Ourselves" omitted from warrant.

Witness:
I.G.Gaal,
5 Oct. I.R.St. cano.

THE STATE OF TEXAS
COUNTY OF EL PASO

Before me, Mrs Emilie Harris to me well known after taking her in a separate and voluntarily signed above document and shows the contents thereof and has no wish to rescind them.

(Seal)
Justice of the Peace and ex officio Notary Public,
Chas. Jerber,

W.J.Harris,
Mrs Emilie Harris,

Witness:
I.G.Gaal,
5 Oct. I.R.St. cano.

THE STATE OF TEXAS
COUNTY OF EL PASO

Before me, Mrs Emilie Harris to me well known after taking her in a separate and voluntarily signed above document and shows the contents thereof and has no wish to rescind them.

(Seal)
Justice of the Peace and ex officio Notary Public,
Chas. Jerber,

THE STATE OF TEXAS
COUNTY OF EL PASO
Kerber, Justice of the Peace and ex officio Notary Public in and for El Paso County, Texas, on this day personally appeared W.J. Harris and Mrs. Emilie Harris, to me well known to be the persons whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 18th day of January 1899.
(Seal)
Justice of the Peace and ex officio Notary Public

W.J. Harris and
Mrs. Emilie Harris,
original grantor
and I.G. Gaal, present
owner of said notes
-to-
A.T. Celum

Whereas, on January 18, 1899 W.J. Harris and Mrs. Emilie Harris, husband and wife, did execute and deliver to A.T. Celum, deed wherein the parties first named did convey to the party last named the following described land to-wit: All that certain tract of land lying within the San Elizario, El Paso County, State of Texas, more particularly described as follows, to-wit: Beginning at dead alamo in an arroyo or desagua de la acequia del Bosque from which an alamp brs. S. 27° E. 6 vrs. thence S. 16° E. 207 vrs. a corner, thence S. 25° E. 130 vrs. corner from which three willows bear due east 60 vrs. thence E. with a small acequia 130 vrs. a corner, thence N. 87° E. 143 vrs. a corner, thence N. 10° W. 187 vrs. an alamo in Rio Viejo, thence N. 45° W. 130 vrs. an alamo middle of Rio Viejo, thence N. 65° W. 140 vrs. forked in mouth of first mentioned arroyo and thence S. 82° W. with said arroyo 144 vrs. to the place of beginning containing about 15 acres, more or less.

As a part consideration for said land said A.T. Celum did execute and deliver to W.J. Harris and wife Emilie Harris, 2 notes for \$200 due Sept. 21st, 1899 and the other for \$180 due on the 1st day of September A.D. 1900, bearing even date with said deed, payable to W.J. Harris and wife, and a V.L. was retained in such deed to secure said notes. Said notes have been fully paid off and discharged, and at time of payment were the property of the undersigned. In consideration of the premises and the full and final payment of said notes, do remise and release, quit claim, discharge, and the V.L. heretofore existing upon said land and premises ~~exists~~ aforesaid.

W.J. Harris,
Mrs. Emilie Harris,

THE STATE OF TEXAS
COUNTY OF EL PASO

BEFORE ME, James R. Harper, County Judge, in and for El Paso County, Texas, on this day personally appeared W.J. Harris and Mrs. Emilie Harris, wife of said W.J. Harris, both 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 Mrs. Emilie Harris, wife of said W.J. Harris, having been examined by me privately and apart from her husband and having the same by me fully explained to her, the said Mrs. Emilie Harris 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 9th day of Sept. A.D. 1901.

(Seal)
James R. Harper,
County Judge, in and for El Paso County, Texas

A.T. Celum

Stock Subscription
Date Aug. 9, 1905
Filed Feb. 8, 1906
Book 30 p. 221

with
El Paso Valley Water
Users Association
An Arizona Corporation

Do subscribe for and agree to take 29 shares of Capital stock of said Association and do, subject to all the provisions thereof and of the By Laws of said Association subscribe to the following articles of incorporation of said Association (said articles are here printed in full and are long but will be furnished if ordered,) said shares of stock and all rights accruing by reason thereof are to be inseparably appurtenant to the following described real estate:

1st: That certain tract of land lying within the limits of San Elizario and more particularly described as follows, to-wit: Beginning at dead alamo in an arroyo or desagua de la Acequia del Bosque from which an alamo bears S. 27° E. 6 vrs. thence S. 16° E. 207 varas; thence S. 25° E. 130 varas corner from which three willows bears due S. 60 varas; thence E. with a small acequia 130 vrs. a corner; thence N. 87° E. 143 varas a corner; thence N. 10° W. 187 varas an alamo in Rio Viejo thence N. 45° W. 130 varas alamo middle of Rio Viejo; thence N. 65° W. 146 vrs. a forked alamo standing in mouth of 1st mentioned arroya and thence S. 82° with said arroyo 144 varas to place of beginning, containing 15 acres, more or less. Being same land sold by R.J. Varr to Joseph Silva on Jan. 21, 1891 and sold by Joseph Silva to J.D. Baird Apr. 21, 1892 and sold by J.D. Baird to W.J. Harris Nov. 30, 1894 and by W.J. Harris & wife to A.T. Celum Jan 18, 1899. (and other property)

containing 29 acres, and no more of which I am owner, and wife of said
Emma Celum
do hereby join and agree to be bound hereby
(L. S.)
(L. S.)

A.T. Celum
Emma Celum

The State of Texas, County of El Paso
Before me G.N. Garcia a Notary Public
in and for El Paso
Texas, on this day personally appeared A.T. Celum

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 9th day of Aug. A.D. 1905

Notary Seal] G.N. Garcia, Jr.,
Notary Public.

THE STATE OF TEXAS }
COUNTY OF EL PASO } Before me, G.N.
Garcia Jr., a Notary Public in and for
El Paso County, Texas, on this day
personally appeared Emma Celum, wife of
A.T. Celum known to me to be the person
whose name is subscribed to the foregoing
instrument, and having been examined by
me privately and apart from her husband,
and having the same by me fully explained
to her, she, the said Emma Celum acknowl-
edged 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 9th day of August A.D.1905.
(NOTL. SEAL 33) G.N.Garcia Jr.,
Notary Public.

A.T. Celum and
Emma Celum, his
wife
with
L.M. Lawson, Project
Manager, United States
Reclamation Service,
thereunto duly authori-
zed by the Secretary
of the Interior, pursu-
ant to the act of June
17, 1902 (32 Stat 388)

2355
Agreement
Dated Feb. 12,
1918
Filed Mch. 28,
1918
Bk. 320, p. 52

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 \$1.00
receipt acknowledged, does hereby agree
upon the terms and ~~xxxxxx~~ 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 situated about
3/4 of a mile N.E. of Clint, Texas, in
the N.E. quarter section 2 sp. 33, South
range 7 East U.S.R. S. survey, being more
particularly described and bounded as
follows:

Beginning at the N.E. corner
from which the N.E. corner of said
section 2 brs N. 51° 52' East 1229.2 ft.
running thence S. 14° 17' East 298.1 ft.
thence S. 83° 05' W. 30.2 ft. thence to the
left on a curve of 1362.7 ft. radius
650.1 ft. measured on 100 foot chords, thence
S. 41° 37' East 157.2 ft. to a point
common to property of vendor, and Mrs
L. Bowen, thence S. 49° 32' W. along property
line of vendor and Mrs L. Bowen 120 ft.
thence N. 41° 37' W. 154.8 ft. thence to
the right on a curve of 1482.7 ft. radius
354.1 ft. measured on 100 foot chords,
thence along the property line between
vendor and C.N. Bassett N. 17° 13' 58" W.
61.4 ft. thence N. 24° 13' W. 400 ft. to the
south line of the main public road, east

of Clint, thence N. 17° 23' East 334.3 ft.
along south line of said public road
to a point of beginning, said tract of
land containing 3.40 acres, more or
less.

2: In consideration of the premises
the vendor further agrees upon
receipt of notice that this agreement
has been approved by the Controller
or ~~xxxxxx~~ director of the Reclama-
tion 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 60
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 at
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 pur-
chase 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 \$380.00 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 x
and at the time of conveyance by reserv-
ing the amount necessary from the purcha-
se 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 20, 1918, not with standing
earlier delivery of the deed as herein
provided, and may harvest, and retain the
crops thereon until February 20, 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 trans-
mission 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: The 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 expira-
tion of 24 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)

9a. ~~Where~~ 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 thereunto 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.

Witnesses: A.T. Celum, Vendor
Geo. W. Hoadley, of Emma Celum, Vendor
J.T. Porcher,

STATE OF TEXAS
COUNTY OF EL PASO 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 is subscribed as a witness to the foregoing instrument of writing, and after being duly sworn by me stated on oath that he saw A.T. Celum and Emma Celum, the grantors or persons who executed the foregoing instrument, subscribed the same, and that he had signed the same as a witness at the request of the persons who executed the same.

Given under my hand and official seal, this 18th day of February 1918.
(Notl. Seal) Jessie E.M. Howe,
Notary Public, in and for El Paso County, Texas

My commission expires June 1, 1919
Approved Mch. 19, 1918 191
Morris Bien,
Acting Director, U.S.R.S.J.E.

Stark Bros. Nurseries & Greenhouses Co.
Abstract of Judgment
Book 4 p 13(2)
No. 4680
County, Texas.
vs.
A.T. Celum
Min. Bk. 14 p 404
for Docket
Date Sept. 27, 1915
Filed Sept. 30, 1915
Indexed
Recorded & Sept. 30, 1915

Amount, \$ 284.31
Costs, \$ 8.90
Credits, \$ none
Amount due, \$ 284.31
Rate of Interest 6%

Certificate of H.F. McClinton, Clerk, County Court, El Paso County, Texas
that above is true and correct abstract of said judgment

Under seal and dated 30th day of September, 1915

by Deputy C. Aranda.
REMARKS: Bk 3, p 63 Execution issued 11/15. no property found to land 11/15/15. no property found subject to execution. Return filed 11/15/16 (OK WPS)

J. G. Grouch, Jr.
Abstract of Judgment
Book 4 p 304(2)
No. 14752
County, Texas.
vs.
A.J. Mahoney, F.A.
HALLIHAN, J.R. MATTHEW
A.T. CELUM.
Min. Bk. 13 p 154
Date June 26, 1917
Filed Aug. 1, 1917
Indexed
Recorded & Aug. 3, 1917

Amount, \$ 1915
Costs, \$ 16.15
Credits, \$ ---
Amount due, \$ Total of Judgment, Interest & costs
Rate of Interest 8% per annum

Certificate of C.H. McClinton, Clerk, District Court, El Paso County, Texas
that above is true and correct abstract of said judgment

Under seal and dated 20th day of July 1917

by Deputy
REMARKS: Ex docket 1, Page 33
Ex. issued 7/20/17 - came to hand same date - no property found subject to sale - Returned filed 8/16/17 (OK WPS)

The First State Bank of Clint, Texas.
Abstract of Judgment
Book 4 p 257(2)
No. 6034
County, Texas.
vs.
A.T. Celum,
Sam Celum, Albert H. Celum,
Min. Bk. 15 p 308
Date Jan. 25, 1917
Filed Feb. 1, 1917
Indexed
Recorded & Feb. 1, 1917

Amount, \$ 519.54
Costs, \$ 14.55
Credits, \$ NONE
Amount due, \$ 519.54 interest & costs of suit.
Rate of Interest 10%

Certificate of W.D. Gussert, Clerk County Court, El Paso County, Texas.
that above is true and correct abstract of said judgment

Under seal and dated Jan. 30, 1917

by Deputy C. Aranda.
REMARKS: Bk 3, page 95
Execution issued 4/19/17. came to hand same date - no property found Returned. filed 4/25/17 (OK WPS)

El Paso Valley
Water Users' Association
vs.
H. H. Austin et al
41
#70 Equity
Docket U.S.D.C.
Western District of
Texas, at El Paso
69
Bill of complaint filed Feb. 29,
1912 against William H. Austin
a T. C. Leman

#70 Equity--2
mentioned is reasonable worth more than \$5000 and said contract is worth more than \$10,000 per annum complainant is informed and believes that above named Deft., and each of them claim adversely to this complainant's right to divert said waters and claims the right to deprive this complainant of the use of said waters.

That this is a civil suit in equity between citizens of different states, and matter in controversy exceeds exclusive of interest and cost \$5000 and suit is brought to remove cloud from your orator's title to aforesaid waters of the Rio Grande, prays that its right and title to said water be quieted, that the acts of Defts. herein stated are contrary to equity and that Defts. may show any reason why your orator should not have the relief prayed for, and that said Defts. may make a full disclosure of all matters according to their inclination and knowledge a true answer make to the matters herein charged, to show what right, if any, they and each have to the waters of the Rio Grande or to divert and use same, and prays for writ of habeas corpus and removal out of this court to Defts. commanding them in a certain day under a penalty to appear before this court, and to answer herein and to abide by such further orders and decrees as may be made against them.

Signed and sworn to by complainant by its President and acting under its corporation seal, March 28, 1912, before Notary Public, Burges & Burges, Solicitors for complainant.

United States of
Mexico, acting by
Jesse E. Wilson,
Acting Secretary of
the Interior, Party
of the First Part,
and
Elephant Butte Water
Users Association of
New Mexico, a New
Mexico Corporation &
El Paso Valley Water
Users Association an
Arizona corp.
71
Date June 26, 1906
Filed Aug. 16, 1906
Book 95; page 157.

Recites; Second parties are corporations organized for purposes mentioned in their Articles of Incorporation, and by-laws, and here referred to and made part hereof.

That lands embraced within area proposed to be irrigated are desert, arid and without proper cultivation and will remain so unless waters of Rio Grande in New Mexico are impounded etc., and said Secretary of Interior contemplates construction of irrigation works under "An act appropriating receipts from sale and disposal of public lands to the construction of irrigation works for reclamation of arid lands" approved June 17, 1902 and incorporators of 2nd parties are owners of lands in said area and must initiate rights to use water from irrigation works which rights shall be forever appurtenant to designated lands owned by said stockholders and the priority to use water has not been ascertained.

Therefore it is agreed that if said 1st party shall construct said irrigation works, 2nd parties will take prompt action to secure determination by the Courts of the relative rights of shareholders to use water etc.

Only those who have become members of said association shall be accepted as applicants for rights to use water of said irrigation works.

Rights issued shall not exceed number of acres of land capable of irrigation by said water to be determined by Secretary of Interior etc.

Provisions for payment of water rights

95/157 - 2
2nd Parties guarantee payment due by their shareholders and provides for collections etc., and shall not amend Articles of Incorporation so as to render lien given by shareholders to secure collections less effective without consent of Secretary of Interior.

The United States will not be responsible for payments collected by 2nd parties until same have been paid to Receiver of local land office.

2nd parties will pass and enforce by-laws necessary to enforce collections same to be approved by Secretary of Interior.

Provides for rules by 2nd parties for use of water etc., Persons not members but owners of lands to be irrigated may at designation of Secretary of Interior become members of associations upon subscribing to stock etc.

Rights of members to be determined in accordance with provisions of Acts of Congress and laws of New Mexico and Texas not inconsistent with said acts.

Nothing herein shall be construed to be an approval by secretary of Interior or adoption by him of Articles of Incorporation of said Associations etc. but rules etc., made by him are to be obligatory on Association.

Provisions as to charges against lands under Leasburg Diversion Dam & Canal & etc., Jesse E. Wilson, Acting Secretary of the Interior for an on behalf of the United States of America.

Party of the First Part.
(Corp. Seal) Elephant Butte Water User Association of New Mexico

Attest; By H. B. Holt, President,
N. C. Frenger, Secretary.

Attest; El Paso Valley Water User Association.

F. Martines, By A. Courchesne, President
Secretary.

(Corp. Seal) Parties of the Second part

THE STATE OF TEXAS)
COUNTY OF EL PASO)
Before me, Manuel E. Flores, a Notary
Public in and for El Paso County, Texas,
on this day personally appeared A. Cour-
thesne, President of the El Paso Valley
Water Users Association and F. Martinez,
Secretary of the El Paso Valley Water
Users Association, both of whom are
known to me to be the persons whose names
are subscribed to the foregoing instru-
ment, and severally acknowledged to me
that they executed the same for the
purposes and consideration therein
expressed, and in the capacities therein
mentioned, and as the act and deed of the
said El Paso Valley Water Users Associa-
tion.

Given under my hand and seal of
office this the 16th day of August A.D.
1906.

Manuel E. Flores, Notary
Public in and for
El Paso County, Texas.

Notl. Seal)

U.S. Regulations to
Issue Water Rights
Dated Dec. 24, 1915
Filed Mch. 20, 1916
4 Ek. 291, p. 21

291/21--2
certificates as provided by the Regulation
approved Feb. 6, 1913, as amended Mch. 21,
1913.

ST A T E M E N T

4

Pursuant to the provisions of the
Act of Congress approved August 24, 1912
(37 Stat. 1497) I hereby certify that
the annexed papers constitute full, true
and literal exemplifications of regulation
relative to issuance of final water
rights Certificates under the act of June
17, 1902 (32 Stat 388) and acts amendatory
and supplementary thereto.

In witness whereof I have hereunto
set my hand and caused the seal of the
United States Reclamation Service to be
fixed on the day and year first above
written.

(Seal of the Department of Interior)
Will R. King,
Acting Director.

Department of the Interior
Washington July 2, 1913.
Regulations relative to issuance of final
water right certificates under the act
of June 17, 1902 (32 Stat 388) and
Acts amendatory thereto and supplementary
thereto.

1: In all cases of application
for final water right Certificates for
lands in Private ownership and in case
of homestead entries made prior to the
Reclamation act the applicant shall make
affidavit corroborated by two credible
witnesses to the effect that he is the
owner in fee simple of the lands for which
water right application has been made and
that which certificate is asked or has
made and accepted final proof in case of
such homestead entry and that in either
case he has complied with the provisions
of the respective statutes under which
application for water right certificate
is made.

2: The project manager upon the
filing of such affidavit shall investigate
the case and if in his opinion all
statutory requirements have been complied
with shall issue final water right

3: Where application is made for
final water right certificate for lands
in private ownership or for homestead en-
tries made prior to the Reclamation Act on
partial payment of the building charge
pursuant to and under the Act of
Aug. 9, 1912 (32 Stat 265) the applicant
shall in addition to the filing of
said affidavit furnish abstract of title
for the lands for which water right
certificates is asked, which abstract of
title shall subsequently be extended to
show recording of any instruments neces-
sary to show good title in the applicant
and to show the final water right
certificate when issued and recorded. The
applicant shall also deposit with the
project manager the fees required for
recording said final water right
certificate and upon issuance of the final
water right certificate extending the
abstract of title to cover the same, the
project manager shall cause the same
to be duly filed for record in the real
estate records of the County where the
land is located and the abstract extended
to cover the same.

4: Whereas, it appears in the abstract
of title so filed that any lien or liens
or encumbrances of any kind whatsoever
exist on the land, final water rights
certificate shall not issue until the
applicant for such final water certificate
has procured from the holders of all such
liens and encumbrances a consent duly
executed and acknowledged and had the
same recorded. Such consents shall be to the
effect that the encumbrances so held
shall be subsequent and inferior to the
lien to the United States provided for
and in the final water right certificate
for which water right application is
made and the abstract shall be extended
to cover all such consents so filed.
July 2, 1913.
Franklin K. Lane,
Approved A.R.K.

The Legislature has recently passed
an Act validating sales and conveyances
of land made by Towns and Villages in
this State, which were created under
Spanish and Mexican authorities, and of
land granted by said authorities to said
Towns and Villages, which bill was pass-
ed by the Senate of May 26, 1915 and by
the House on May 28, 1915, and approved
by James E. Ferguson, Governor, June 3rd
1915 and received in the Department of
State June 4th, 1915. This Act will be
printed in the laws of the Special Ses-
sion of Legislature and a Certified Cop-
y is in this office should the same be de-
sired to be consulted in the meantime.

ST A S S E M B L Y

7-7

Recently there were filed for record in the County Clerk's office of this county three instruments purporting to convey lands along the Rio Grande River, the description however is so vague, that it is impossible to locate the lands conveyed. These deeds are: Spanish Grant to Fray Joachin de Ynojosa recorded Bk. 237, p. 299 dated May 19, 1692 and filed Oct. 10, 1917. Juan Jose Ballie et al to Ignacio Ballie the grantors herein claiming to be the heirs at law of Fray Joachin de Ynojosa conveying 205000 acres dated Jan. 19, 1911, filed Oct. 8, 1917 recorded Bk. 313, p. 347. Ignacio Ballie to Elizabeth C. Hendrix conveying the same property to conveyed to grantor, dated Jan. 29, 1915, filed Mch. 25, 1915, recorded Bk. 255, p. 510. Bk. 316, p. 362 Certified copy of measurements of above mentioned grant made by order of Vice Roy Governor and Captain General of New Spain Nov. 18, 1796 using a cord 50 vrs. long beginning on west bank of Rio del Norte 22 cordelades N. of church of Cinecua from this point 100 cordelades west from this point 2000 cordelades in direction of S.E. in a straight line parallel with course of Rio del Norte from this point east in a straight line to W. bank of Rio del Norte, thence cross the East bank of and commencing to measure at point directly opposite the last mentioned point and measure 100 cordelades to the east, thence in a northwesterly direction 2000 cordelades parallel with margin of the river, thence W. in a straight line to East bank of river opposite point of beginning to contain 20 leagues on the west side of said river and 20 leagues on the east side of said river. Filed Dec. 24, 1917

4.

7-8

This is to certify that there are no taxes due the State of Texas or the County of El Paso upon the following described real estate, to-wit:

The following land in the San Elizario Grant, El Paso County, Texas, to-wit:

13 acres, more or less, conveyed by the Corporation of San Elizario to J.A. Cole on Feb. 14, 1883; Cole conveyed to A.M. Loomis on Nov. 20, 1883, Loomis conveyed to John J. Bruck June 30, 1885; Bruck conveyed the South 1/4 of said 13 acres to O.C. Coles, in Sept. 8, 1909, who conveyed to A.T. Celum and J.E. White on Aug. 4, 1910, White conveyed his interest in same to A.T. Celum on Sept. 23, 1914; the North 1/4 of said tract was conveyed by John J. Bruck to S.W. French in Oct. 20, 1885, who conveyed to A.D. Drury in June 21, 1887; Drury conveyed to Mrs. Alice H. Ussery on Feb. 9, 1900 W.B. McBryde and wife conveyed 6.65 acres of same to Pat Dolan on Oct. 8, 1906, who conveyed to A.T. Celum on Dec. 14, 1906. 15 acres, being part of a 20 acre tract conveyed by the Corporation of San Elizario to Gregorio Garcia on Apr. 3, 1882

Except the following, to-wit:

For the year 1886	A. Howard	no acre	\$ 1.19
For the year 1887	A. Howard	no acre	\$ 4.71
For the year 1888	A. Howard	no acre	\$ 68.94
For the year 1889	A. Howard	no acre	\$ 3.10
For the year 1890	A. Howard	no acre	\$ 9.16
For the year 1891	A. Howard	no acre	\$ 6.07
For the year 1892	A. Howard	no acre	\$ 9.24
For the year 1893	A. Howard	no acre	\$ 9.88
For the year 1894	A. Howard	no acre	\$ 2.61
For the year 1895	A. Howard	no acre	\$ 9.68
For the year 1896	A. Howard	no acre	\$ 31.56
For the year 1897	A. Howard	no acre	\$ 9.90
For the year 1898	A. Howard	no acre	\$ 12.87
For the year 1899	A. Howard	no acre	\$ 44.92
For the year 1900	A. Howard	no acre	\$ 14.81
For the year 1901	A. Howard	no acre	\$ 38.84
For the year 1902	A. Howard	no acre	\$ 38.84

Witness my hand and official seal at El Paso, Texas, this 19th day of June 1918

Collector of Taxes of the County of El Paso, Texas

50

7-9

who conveyed to A.A. Howard on Moh. 20, 1883; Howard conveyed to Mary A. Detwiler on June 21, 1886; who conveyed to Joseph W. Keller on Dec. 17, 1887; J.W. Keller conveyed to R.J. Carr on Jan. 20, 1891, who conveyed to Joseph Silva on Jan. 21, 1891, Silva conveyed to J.L. Bulard on Apr. 21, 1892 who conveyed to W.J. Harris on Nov. 30, 1894; W.J. Carr conveyed to A.T. Celum on Jan. 18, 1899.

51

This is to certify that the foregoing Abstract, numbered 15115 consisting of _____ pages numbered consecutively from 1 to _____ is a full and complete abstract of all deeds, mortgages, deeds of trust, releases, abstracts of judgments, mechanic's liens and other instruments recorded in the office of the County Clerk of El Paso County Texas, of all suits, proceedings and judgments, including proceedings in probate, in the District and County Courts of said County, and in the United States Courts for the Western District of Texas, sitting at El Paso, so far as they are disclosed by the files and records of said courts, affecting the title to the real estate described in the caption hereof or creating or releasing lien thereon together with certificates of the county and city collectors of taxes a to taxes due on said real estate, (but we will not be responsible for errors, if any, in said tax collector's certificates.)

Beginning Apr. 3, 1882 and Feb. 14, 1883, the dates of the deeds from the corporation of the town of San Elizario to J.A. Cole and Gregorio Garcia Tespy. and not to apply prior thereto.

All statements contained in this abstract are here referred to, and the same are to be construed in connection with this certificate.

However, we do not certify as to conflicts of title and boundary, if any, not made apparent by the official maps and records on file in the County Clerks office.

In witness whereof the Pioneer Abstract Company has hereunto subscribed its name by its _____ Vice _____ President and affixed its corporate seal on this _____ 19th _____ day of _____ June _____ 1918 at _____ 8 o'clock _____ a _____ m.

PIONEER ABSTRACT COMPANY

Per _____ Vice-President

Form 5-Pioneer Abstract Co.

1918

6-19-18

R. D. Pickley

Collector of Taxes of the County of El Paso, Texas

By _____ Deputy

FORM 3. PIONEER ABSTRACT CO.

Abstract of Title No. 26059

To Three tracts of land in the San Elizario Grant, El Paso County, Texas, fully described in deeds recorded in Bk.159,p.606; Bk.13, p.454 and Bk.93,p.168,, abstracted by in Abstract No.15115, prepared by the Pioneer Abstract Company, to which reference is hereby made.

Beginning June 19,1918, date of Certificate to Abstract #15115, prepared by the Pioneer Abstract Company, and bringing the title to date.

Prepared by

Pioneer Abstract and Guarantee Title Co.

For U.S.Reclamation Service,

June 16, 1922, at 8 o'clock A.M.

Remarks:

It is agreed by the person accepting this abstract that it shall not be copied from by any one for any purpose and the price thereof is fixed with this agreement in view. Any infringements will be prosecuted.

INDEX

Page	Page	GRANTOR	GRANTEE	Inst.	Bk.	Page
1	1	Caption				
2	2	Index				
3	3	EBICO vs	McKinney	A/J	4	380
4	4	"	"	Rel	#12238	
5	6	McKinney	Celum,et al	Rel	337	540
6	7	Harwell vs	"	A/J	5	18
7	8	Brown vs	"	A/J	5	37
8	9	Celum	USA	WD	321	190
9	11	Pitman	Celum	EA	324	565
10	14	Celum with	EPVWUA	SS	33	533
11	17	USA	"	Rel	377	188
12	20	Abstracter's Certificate.				

6088

Emerson Brantingham Implement Company, Court County, El Paso County, Texas.

vs.

C.M.McKinney, A.T. Celum, Albert H. Celum, Sam Celum

Amount, \$ 414.23

Costs, \$ 11.95

Credits, \$ None

Amount due, \$ 414.23 interest and costs of suit. Rate of interest 10%

Certificate of W.D.Greet,Clerk of County Court of El Paso County, Texas.

that above is true and correct abstract of said judgment

Under seal and dated Oct. 9, 1918

by Deputy C. Aranda.

REMARKS

This judgment was filed with date of Jan.28,1918 and corrected March 10, 1919 so as to conform with judgment which was dated January 28,1916.

LC

12238

Emerson Brantingham Implement Co.,acting by and through my duly authorized attorney of record, Will P. Brady,

to

C.M.McKinney.

Whereas, on Jan.28,1916, in the County Court,El Paso County,Texas,in a certain cause styled "Emerson Brantingham Implement Co.,a corporation,as Plff.in judgment, recovered of C.M.McKinney,as Deft. in judgment,a judgment in the sum of \$414.23,together with \$11.95 court costs and interest from Jan.28,1916 at the rate of 8% per annum,an abstract of which judgment was placed,and now appears of record in Vol.4,p.380,of the Judgment records of El Paso County,Texas,which record is made a part hereof and reference made to same for a better description of such judgment.

Whereas,I,Will P.Brady,in said cause wherein said judgment was rendered, was the duly authorized and empowered attorney of record,and am now fully authorized and empowered to receive payment in satisfaction of said judgment,and execute any and all proper and necessary releases of the same.

Whereas,such judgment has been fully and finally paid and at time of its payment Emerson Brantingham Implement Co., was the owner and the party entitled to receive payment thereof.

Whereas,I,Will P.Brady as the duly authorized and empowered attorney of record for the said Emerson Brantingham Implement Co.,and duly authorized and empowered to receive payment in satisfaction of said judgment and execute this and any and all necessary releases of the same.

Now,Therefore,do hereby release, any and all liens heretofore existing by reason of such judgment and the record thereof upon any and all property of the said C.M. McKinney whatsoever.

** vs C.M.McKinney,#4668", Emerson Brantingham Implement Company,

Emerson Brantingham Implement Company,
By, Will P. Brady, Attorney
of Record for the said Emerson Brantingham Implement Company.

STATE OF TEXAS
COUNTY OF EL PASO | BEFORE ME, H.F. Mueller,
a Notary Public in and for El Paso County,
Texas, on this day personally appeared Will
P. Brady, known to me to be the person whose
name is subscribed to the foregoing
instrument as attorney of record for Emerson
Brantingham Implement Company, the
party thereto, and acknowledged to me that
he executed the same as attorney of record
for the said Emerson Brantingham Implement
Company, and that the said Emerson
Brantingham Implement Company, executed
the same by and through him for the purposes
and consideration therein expressed.
Given under my hand and seal of office
this the 4th day of June A.D. 1919.
(Notl. Seal) H.F. Mueller,
Notary Public in and for El Paso
County, Texas.

LC

C.M. McKinney
-to-
A.T. Celum, Albert
W. Celum and Sam
Celum

WHEREAS on the 28th day of January
1916, Emerson Brantingham Implement Company
a corporation plaintiff in cause No. 2668
the docket of the County Court of El Paso
County, Texas, recovered a judgment in
said cause against C.M. McKinney A.T. Celum
Albert H. Celum and Sam Celum defendants
therein for the sum of \$414.23 and interest
and cost of suit, abstract of which
judgment is recorded in book 4 page 380
of the Judgment Records of said county and
WHEREAS afterwards the said Emerson
Brantingham Implement Company executed
and delivered to the said C.M. McKinney a
release of said judgment which release is
recorded in book 329 page 582 of the deed
records of said county.

WHEREAS the said judgment is a cloud
on the title to the property of the said
A.T. Celum Albert H. Celum and Sam Celum,
Now therefore in consideration of the
sum of \$1.00 paid do release, discharge
and quit claim all the right, title and
interest to any property they may own or
hereafter acquire which I may have or be
entitled to by virtue of the judgment a-
foresaid and the release thereof to me as
aforesaid.

C.M. McKinney,

STATE OF TEXAS
COUNTY OF EL PASO | Before me the under-
signed authority a Notary Public in and
the said county and state, on this day
personally appeared C.M. McKinney, known to
me to be the person whose name is subscrib-
ed to the foregoing instrument and acknow-
ledged to me that he executed the same
for the purposes and consideration therein
expressed and

Given under my hand and seal of of-
fice this 17th day of November, 1919.

H. Seaborn,
Notary Public El Paso County, Texas.
(Notl. Seal)

ED

Baker Harwell
Abstract of Judgment
Book 5 p 18(2)
No. 6976
Court El Paso County
E.P.CO, Texas

vs.
A.T. Celum
Min. Bk. 16 p ---
or Docket Date June 6, 1919
Filed June 7, 1919
Indexed do
Recorded do

Amount, \$325.64
Costs, \$11.00
Credits, \$ None
Amount due \$ 325.64 interest & costs of suit
Rate of Interest 10%

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

that above is true and correct abstract of said judgment

Under seal and dated June 7, 1919

by Deputy C. Aranda,

REMARKS No execution issued

Edgar D. Brown
doing business
under the firm name
of Edgar D. Brown
Company
Abstract of Judgment
Book 5 p 37(1)
No. 18273
Court Dist. Ct. 65th
Jud. Dist. El Paso Co.
Texas

vs.
A.T. Celum
Min. Bk. 3 p 479
or Docket Date Sept. 2, 1919
Filed Sept. 9, 1919
Indexed do
Recorded do

Amount, \$ 751.61
Costs, \$ 7.25
Credits, \$ None
Amount due \$ 751.61 interest and costs
Rate of Interest 8%

Certificate of C.M. McKinney, Clerk District
Court, El Paso County, Texas,

that above is true and correct abstract of said judgment

Under seal and dated Sept. 8, 1919

by Deputy E. M. Montes,

REMARKS Ex. Adm'd 1, Page 59.
Execution issued 10/25/19. Cause 3.
Bond 10/27/19. No property found subject
to writ. Returned & filed 4/20/20
(one with)

A. T. Celum and wife (WATPARTY DEED)
to
A. T. Celum
United States
of America

Dated July 29, 1918
Filed Aug. 6, 1918
Bk. 321, Pg. 190
Co. 141: \$380, said.

Do grant, sell and convey all that tract of land lying in El Paso county, Texas, containing 3.40 acres, more or less. A tract of land situated 3/4 mi. NE of town of Clint, Texas, in NE 1/4 of Sec. 2, Tsp. 3 S. Rge. 7 E. United States Reclamation Service survey, being as follows:

Beginning at NE cor. from which NE cor. of said Sec. 2, Trs. 4, 51° 32' E. one thousand two hundred twenty, and two tenths (1229.2) ft. thence S. 83° 03' W. 30.2 ft. thence to left on curve of 1362.7 ft. radius 680.1 ft. measured on 100 ft. chords, thence S. 41° 37' E. 157.2 ft. to point common to property of grantor herein and Mrs. I. Boven, thence S. 49° 32' W. along property line of grantor herein and Mrs. I. Boven 120 ft. thence N. 41° 37' W. 154.8 ft. thence to right on curve of 1482.7 ft. radius, 354.1 ft. measured on 100 ft. chords thence along property line between grantor herein and C. L. Bassett N. 13° 38' W. 61.4 ft. thence N. 24° 03' W. 400 ft. to S. line of main public road E. of Clint, Texas; thence N. 17° 23' E. 334.3 ft. along S. line of said public road to point of beginning.

1-25c Doc. Rev. A. T. Celum
Steps. Choid. Emma Celum

THE STATE OF TEXAS)
COUNTY OF EL PASO) Before me, S. Ruffner,
notary public in and for El Paso county,
Texas, on this day personally appeared A. T.
Celum and Emma Celum his wife, 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.

Given under my hand and seal of office,
this 27 day of July, A.D. 1918.
(Notl. Seal) S. Ruffner, Notary Public, -

** running thence S. 14° 17' E 298.1 ft;

THE STATE OF TEXAS)
COUNTY OF EL PASO) Before me, S. Ruffner,
notary public, in and for El Paso county,
Texas, on this day personally appeared
Emma Celum, wife of A. T. Celum, 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
she acknowledged such instrument to be her
-r 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 27 day of July, A.D. 1918.
(Notl. Seal) S. Ruffner, Notary Public,

Park W. Pitman (EXTENSION & AGREEMENT
to
A. T. Celum
A. T. Celum

Dated July 25, 1918
Filed Sept. 28, 1918
Bk. 324, Pg. 565

Whereas, on Dec. 17, 1906, A. T. Celum, executed his deed of trust wherein he conveyed to J. U. Sweney, trustee the following described property situated in El Paso county Texas, a part of San Elizario Grant, about 1/2 mi. Ely from G. H. & S. A. Ry Depot, of Survey in name of Capt. G. N. Garcia, as per Wingo Map:

Beginning at SW cor. of Capt. Garcia's Survey, and running thence S. 25° E. 353 ft. to stake, thence S. 90° E. 37 ft. to SW cor. of the is survey, thence S. 71° 7 ft. to stake for SE cor. said stake being on W. line of T.M. Collins survey, thence N. 12° 30' W. 422 ft. along W. line of said Collins and Jesus Arroya Surveys, last named, now land of A. T. Celum, to a stake for NE cor. standing on N. bk. of small acequia, at S. cor. of said Garcia tract, thence with N. bk. of said Acequia, and S. line of said Garcia tract S. 86° W. 421 ft. to a stake, thence S. 85° 55' W. 362 ft. to place of beginning, containing 6.65 acres and being same property described as N. 1/2 of a 14 acre tract, decided to J. A. Cole, by corporation of San Elizario, on Feb. 3, 1883, and subsequently decided by J. A. Cole, and wife, to A. L. Loomis, on November 20, 1883, Bk. 6, Pg. 31, and by A. M. Loomis, to John J. Bruck on June 30, 1885, Bk. 7, Pg. 275; which said deed of trust is now of record in Bk. 44, Pg. 433, deed of trust records of El Paso county, Texas.

Whereas, said deed of trust was given for the purpose of securing payment of 1 note of even date with said deed of trust for \$150, payable 9 mos. after date, to Park W. Pitman, with 8% interest.

Whereas, said note was not paid at maturity, and has not been paid, and it was desired by parties hereto to extend time of payment of said note to Dec. 17, 1915.

Whereas, a certain extension and agreement was drawn up and signed and acknowledged by both of said parties, and recorded as Instrument No. 57876, on Nov. 29, 1913, recorded Bk. 236, Pg. 536, deed records.

Therefore, Park W. Pitman, in consideration of \$1, paid do extend time of payment of said note, amounting to \$150, and its accumulated interest of \$127, to Dec. 17, 1920, to mature and become due on that date, said note to bear 8% interest, payable annually. It being fully understood that this extension shall in no way affect the deed of trust lien hereinbefore described, securing the payment of said note and interest, or in any way invalidate the said note, but the lien therein created securing the same, is here now again acknowledged and renewed, and shall remain in full force and effect, until full and final payment of said note, in accordance with its terms.

And I, the said A. T. Celum, in consideration of said extension, do agree to pay said note and all accrued interest thereon, at end of said extension period, namely, Dec. 17, 1920, subject to terms as stated in said note and deed of trust and heretofore described, do now again acknowledge and renew said lien, waiving notice, etc.

Park W. Pitman
A. T. Celum.

THE STATE OF TEXAS)
COUNTY OF EL PASO) Before me, the undersigned authority, in and for El Paso county, Texas, on this day personally appeared A. T. Celum, 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.

Given under my hand and seal of office this 25 day of July, A.D. 1918.

(Notl. Seal) S. Ruffner, Notary Public, in and for El Paso county, Texas.

STATE OF TEXAS,)
COUNTY OF EL PASO) Before me, the undersigned authority, a notary public, in and for El Paso county, Texas, on this day personally appeared Park W. Pitman, known to me to be the person whose name is subscribed

o 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 29th day of July, A.D. 1918.
(Notl. Seal) R.E. Rawlins, Notary Public, in and for El Paso county, Texas.

Whereas, said note in sum of \$150, (and interest thereon of \$127,) is again due and unpaid, and it is desire of said A.T. Celum that time of payment be again extended by said Park W. Pitman.

-----v-----

A.T. Celum
with
El Paso Valley Water
Users Association
An Arizona Corporation

Stock Subscription
Date Dec. 30, 1908
Filed July 28, 1920
Book 33 p. 533

Do subscribe for and agree to take 37 shares of Capital stock of said Association and do, subject to all the provisions thereof and of the By-Laws of said Association, subscribe to the following articles of incorporation of said Association (said articles are here printed in full and are long but will be furnished if ordered), said shares of stock and all rights accruing by reason thereof are to be inseparably appertaining to the following described real estate:

First tract: Beginning at inside corner of land of Jesus Cobos, thence N. 24° 30' W. with NE line of said land 201 1/2 vs. to cor. of the tract of land formerly of S.W. Freese, thence N. 80° E. with S.B. line of said tract 400 vs. to cor. of bank of small acequia, thence with said acequia S. 12° 30' E. 60 vs. to stake from which an alamo 12 inches in diameter brs. N. 30° E. 31 1/2 vs. thence S. 42° W. 71 vs. to stake, it being NE cor. of land of Jesus Cobos, thence with said land S. 85° W. 351 vs. to beginning, being 14 1/2 acre -s, O.A. Iarrazola.

Second Tract: Beginning at stake standing on W.B. line of a survey which is shown on Wingo Map in name of Capt. G.N. Garcia, which now belongs to A.T. Celum, the said stake being situated upon the S. line of a 25 ft. road, belonging to said A.T. Celum, and also being S. 25° E. 27.6 ft. from SE cor. of Ysabel Sanchez survey now the land of Joseph Silva, and running thence S. 25° E. 454 ft. to SE cor. of this survey, passing the SW cor. of the said Garcia tract at 167 ft. thence S. 80° 30' W. 1256 ft. to a stake for SW cor. standing on E. bnk. of acequia "Madre", and E. line of land of Jesus Cobos, thence with said acequia and line of said Cobos N. 17-30' W. 514 ft. to stake containing 77 - - - - - acres and no more of which I am owner, and wife of said

do hereby join and agree to be bound hereby
(L. S.)
(L. S.)

The State of Texas, County of _____
Before me _____
in and for _____ County
Texas, on this day personally appeared _____
known to me to be the person whose name he executed 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 day of _____ A. D., 19 _____
(SEAL)

* 96 vs. thence S. 23° E. Still with said acequia

ake for NW cor. situated upon W. side of county road, which crosses the G.H. & S.A. Ry. near the S. end of the depot, thence along S. line of said 25 ft. road of said A.T. Celum, and parallel to S. line of said Sanchez survey N. 83° 51' E. 327 1/2 ft. to stake, thence N. 85° 30' E. 411 ft. to a stake thence N. 83° E. 467 ft. to beginning, containing 13.34 acres.

Third Tract: Beginning at SW cor. of Capt. Garcia's survey and running thence S. 25° E. 353 ft. to stake, thence S. 90° E. 37 ft. to SW cor. of this survey, thence E. 717 ft. to a stake for SE cor. said stake being upon W. line of T.M. Collins survey, thence N. 12° 30' W. 422 ft. along W. line of said Collins and Jesus Arroyo's surveys last named now land of A.T. Celum to a stake for NE cor. standing on N. bnk. of small acequia at SE cor. of said Garcia tract, thence with N. bnk. of said acequia and S. lines of said Garcia tract S. 86° W. 421 ft. to stake, thence S. 85° 55' 362 ft. to place of beginning, containing 6.65 acres and being same property described as N 1/2 of a 14 acre tract decided to J.A. Cole by corporation of San Elizario on Feb. 3, 1883, and subsequently decided by J.A. Cole and wife, to A.M. Loomis, on Nov. 20, 1883, Bk. 6 Pg. 31, and by A.M. Loomis to John J. Bruck, on June 30, 1885, Bk. 7, Pg. 275.

Fourth Tract: Beginning at cor. of a survey now owned by O.A. Iarrazola, from which an alamo 30 inches in diameter brs. S. 62° E. 38 vs. thence S. 8 1/2° W. 127 vs. to bnk of Acequia Madre, thence with said Acequia Madre as follows: N. 17° E. 47 vs. thence N. 7° E. 140 vs. thence N. 13° W. 20 vs. thence N. 30° W. 20 vs. thence N. 21° W. 40 vs. thence N. 17° W. 60 vs. thence N. 39° W. 30 vs. thence N. 43° W. 32 vs. thence N. 73° W. 50 vs. to bridge across said acequia Madre, and E. E. line of G.H. Garcia Jr. thence N. 75° E. 72 vs. to Hijino Maese SE cor. thence S. 23° E. 413 vs to beginning, containing 3-1/6 acres of land A.T. Celum.

Emma Celum

THE STATE OF TEXAS)
COUNTY OF EL PASO) Before me, Wm. Hamilton
a Notary Public, in and for El Paso county
Texas, on this day personally appeared A.T.

Celum, 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 30 day of December, A.D. 1908.
(Notl. Seal) Wm. Hamilton, Notary Public, El Paso Co., Texas.

THE STATE OF TEXAS)
COUNTY OF EL PASO) Before me, Wm. Hamilton
a Notary Public, in and for El Paso county
Texas, on this day personally appeared Emma Celum, wife of A.T. Celum, known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privately and apart from her husband, and having the same by me fully explained to her, she, the said Emma Celum 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 30 day of December, A.D. 1908.
(Notl. Seal) Wm. Hamilton, Notary Public, El Paso Co., Texas.

United States of America to El Paso Valley Water Users' Association, et al

Release of the Lien created against the subscribers to the Stock of the El Paso Valley Water Users' Association, Dated July 18, 1921 Filed July 19, 1921 Book 377, page 188

At a meeting of the El Paso Valley Water Users Assn. held on Apr. 15, 1921, upon motion made and seconded, a resolution was adopted, which recites:

By virtue of the Articles of Incorporation of the above assn. a lien was created against every acre of land owned by the subscribers for the purpose of repaying to the above assn, and through them, the United States, the cost of construction of certain irrigation works within the limits of what was at that time El Paso County.

Under the constitution and laws of the State of Texas, the Secretary of the Interior consenting, the lands embraced within the District were organized into a body politic, under the name of El Paso County Water Improvement District No. 1, and this last named District No. 1 is authorized to enter into contract with the United States for the purchase of irrigation and drainage works in said District, and said District No. 1 is authorized to levy and collect taxes. And it is desired to release all the lands from the lien given to the El Paso Valley Water User's Assn.

It was resolved then, that all the lands situated in El Paso and Hudspeth Counties which had been signed up with the El Paso Valley Water Users Assn, and to the United States, be released from the lien created for the purpose of repaying the cost of construction, etc.

Provided however, that this release shall not apply to the four payments which were to be made prior to the year 1918, the total aggregate of said four payments amounting to \$1.25 per acre and no more.

And further provides that nothing shall change, terminate or release from any of the other provisions of the contract under which they were signed up for water rights. And all such provisions including rights of way of canals conduits, telephones, and other purposes shall remain in full force and effect.

Further recites that this release shall operate as a release to every individual land owner whose land has been subject to the lien; but that the president and secretary of El Paso Valley Water User's Assn, may execute an individual release for the whole or any part of the land so released, but it shall in no way effect the payments above set out, amounting to \$1.25 per acre, and the release shall only be made when the four payments above referred to have been made, including interest and penalties. The authority to the President and Secretary of the El Paso Valley Water Users Assn. shall only continue until December 31, 1921.

J. A. Smith
President
Roland Harwell,
Secretary

Certified to by Roland Harwell, under seal, as Secretary of El Paso Valley Water Users Assn. to be a true and correct copy of minutes of meeting held April 15, 1921.

THE STATE OF TEXAS
COUNTY OF EL PASO

Before me, the undersigned authority on this day personally appeared Roland Harwell, 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, and in the capacity therein stated.

Given under my hand and seal of office this 18th day of July, A. D. 1921. (Notl Seal) Geo. W. Hoadley.
Notary Public in and for El Paso County Texas

Attached to the resolution is the assent of the Secretary of the Interior to the release, and acknowledged by him before Harry G. Clunn, Notary public in and for the District of Columbia.

This is to certify that the foregoing Abstract, numbered 26059, consisting of 20 pages numbered consecutively from 1 to 20, is a full and complete abstract of all deeds, mortgages, deeds of trust, releases, abstracts of judgments, mechanic's liens and other instruments recorded in the office of the County Clerk of El Paso County, Texas, of all suits, proceedings and judgments, including proceedings in probate, in the District and County Courts of said County, and in the United States Courts for the Western District of Texas, sitting at El Paso, so far as they are disclosed by the files and records of said courts, affecting the title to the real estate described in the caption hereof or creating or releasing liens thereon together with the names of the parties thereto and the date of recording of the same.

For scope of search see Caption.

Tax certificate's omitted as per order received.

Note: We do not certify, however, as conflict of boundary, if any, not made apparent by the official maps and records on file in the County Clerk's Office.

In witness whereof the Pioneer Abstract and Guarantee Title Company has hereunto subscribed its name by its Secretary and affixed its corporate seal on this 16th day of June, 1922 at 8 o'clock a.m.

PIONEER ABSTRACT AND GUARANTEE TITLE CO.
Secretary

Showing A.T. Celum Tract
According to Field Notes
Scale 200 Feet = 1 Inch

Plat

