

40 KNOX, JAY F. et. ux. Bessie

WARRANTY DEED

131 MESA DRAIN

0023-0083-0016-00 17-(16) TEXAS

780

X

The State of Texas, }
County of El Paso.

Know all Men by these Presents: that

We, Jay F. Knox and Bessie Knox, husband and wife,

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

Three hundred ninety and 0/100

DOLLARS

to us in hand paid by The United States of America,

the receipt of which is hereby acknowledged
have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said
The United States of America,

~~of the County of El Paso~~ ~~and~~ ~~of~~, all that certain
tract or parcel of land, lying in the County of El Paso and State of Texas and more particularly described as
follows, to-wit: Two tracts of land lying about one-half mile east of
the town of Clint, Texas, designated as Tract No. 1, situated in the
northeast quarter of section two (2), township thirty-three (33) south,
and Tract No. 2, situated in the south half of section thirty-five
(35), township thirty-two (32) south, all range seven (7) east, United
States Reclamation Service survey, containing respectively one and
fifty-one hundredths (1.51) acres and eighty-one hundredths (0.81)
acres; said tracts of land being more particularly described in blue-
print attached hereto and made a part hereof;

On 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 forever; and we~~ ~~do hereby bind ourselves, our~~ ~~heirs, executors and adminis-~~
~~trators to Warrant and forever Defend, all and singular, the said premises unto the said~~

The United States of America and its

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

Witness our hands at El Paso, Texas, this 21st day of

May, A. D. 1918

JAY F KNOX

Witness at Request of Grantor.

BESSIE KNOX

THE STATE OF TEXAS, }

County of El Paso.

Before me W N Carl A Notary Public

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

Jay F Knox

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 22nd day of May A. D. 1918

W N CARL

(SEAL)

Notary Public for El Paso Co Tex

THE STATE OF TEXAS, }

County of El Paso.

Before me W N Carl A Notary Public

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

Bessie Knox

Jay F Knox

, wife of

known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said

Bessie Knox

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 22nd day of May A. D. 1918

W N CARL

(SEAL)

Notary Public In and for El
Paso Co Texas

THE STATE OF TEXAS, }

County of El Paso.

I, _____ Clerk of the County Court

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

day of _____, A. D. 191____, with its certificate of authentication, was filed for record in my

office this _____ day of _____, A. D. 191____, at _____ o'clock _____ M.

and duly recorded this _____ day of _____, A. D. 191____, at _____ o'clock _____ M.

in the records of said County, in Volume 323 on Pages 167

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

Clerk, County Court.

By _____, Deputy.

TO

WARRANTY DEED

SINGLE AND WIFE'S SEPARATE ACKNOWLEDGMENT

Filed for record _____ 191____

at _____ o'clock _____ M.

Clerk County Court.

By _____ Deputy.

ELLIS EL PASO

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made **April 15, 1918**

191 , with

Jay F Knox and 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. **Two tracts: One**

piece of land 1.61 acres in NE $\frac{1}{4}$ sec. 2, T 33 S, R 7 E,
and one piece of land 0.81 acre in SE sec. 35, T 32 S, R 7 E,
U. S. R. S. Survey, El Paso County, 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.

Land is in State of Texas.

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.

Jay F. Knox and Bessie Knox, El Paso, 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.

Contract in stock subscription to stock of local water users' association.

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

All under cultivation; corn and wheat were last crops raised. No other improvements except cultivation.

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

All irrigable; all irrigated.

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

\$150. to \$175 an 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.

Land is divided by the drainage ditch.

The above is a correct statement of the information procured.

Dated **April 22, 1918**

191

(Signature) **GEO W HOADLEY**

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

Approved: **L M LAWSON**

Project Manager.

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

Witnesses :

JAY F KNOX

of

Jas J Knox

BESSIE KNOX

of

El Paso, Tex

Vendor.

of

For and on behalf of the United States.

of

STATE OF Texas

COUNTY OF El Paso

} ss :

I, W N Carl

a Notary Public

in and for said county, in the State aforesaid, do hereby certify that Jay F. Knox & Bessie Knox

who are personally known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that

they

signed, sealed, and delivered said instrument of writing as their free and voluntary act, for the uses and purposes therein set forth.

I further certify that I did examine the said Bessie Knox

separate and apart from her husband, and explained to her the contents of the foregoing instrument, and upon that examination she declared that she did voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and do not wish to retract the same.

Given under my hand and official seal, this 15th day of April, 1918

[SEAL.]

W N CARL

My commission expires May 31 1918

Notary Public for El Paso
Co Texas

Approved , 191

Revised 319/496

THIS AGREEMENT, made this 18th day of April,
 nineteen hundred and eighteen, between Jay P. Knox
 and Beattie Knox, 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. H. 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:

Two tracts of land lying about one-half mile East of Clint, Texas, designated as Tract No. 1, situated in the Northeast quarter (NE $\frac{1}{4}$) of Section two(2), Township thirty-three (33) South, and Tract No. 2, situated in the South half(S $\frac{1}{2}$) of Section thirty-five(35), Township thirty-two(32) South, Range seven(7) East, United States Reclamation Service Survey, containing respectively 1.51 acres, and .81 of an acre, more or less; said tracts of land being more particularly described in blue print hereto attached and made a part hereof.

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

Sheet No/1.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, April 22, 1918

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

Subject: Forwarding contract for approval.

The contract described below is forwarded herewith.

Agreement dated April 15, 1918 El Grande Project.

Executed by Jay F. Knox and Beattie Knox, husband and wife.

With L. M. Lawson, Project Manager.

Estimated amount involved, \$ 220.00 Authority No. 6-5

Purpose of agreement: Purchase of land required for right of way
(See instructions on back, par. 5.) for El Paso Valley Ditch Drain.

~~Original and one copy of bond herewith.~~ (Strike out if
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.

Incls: Orig. & 3 copies contract.
Rept. on agreement to
sell.
Certificate of recommendation.

L. M. LAWSON

(Signature.)

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

Approved by Morris Bien, Acting Director

MAY 9 - 1918

Date of approval MAY 9 - 1918

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

Original enclosed for record
and further appropriate action

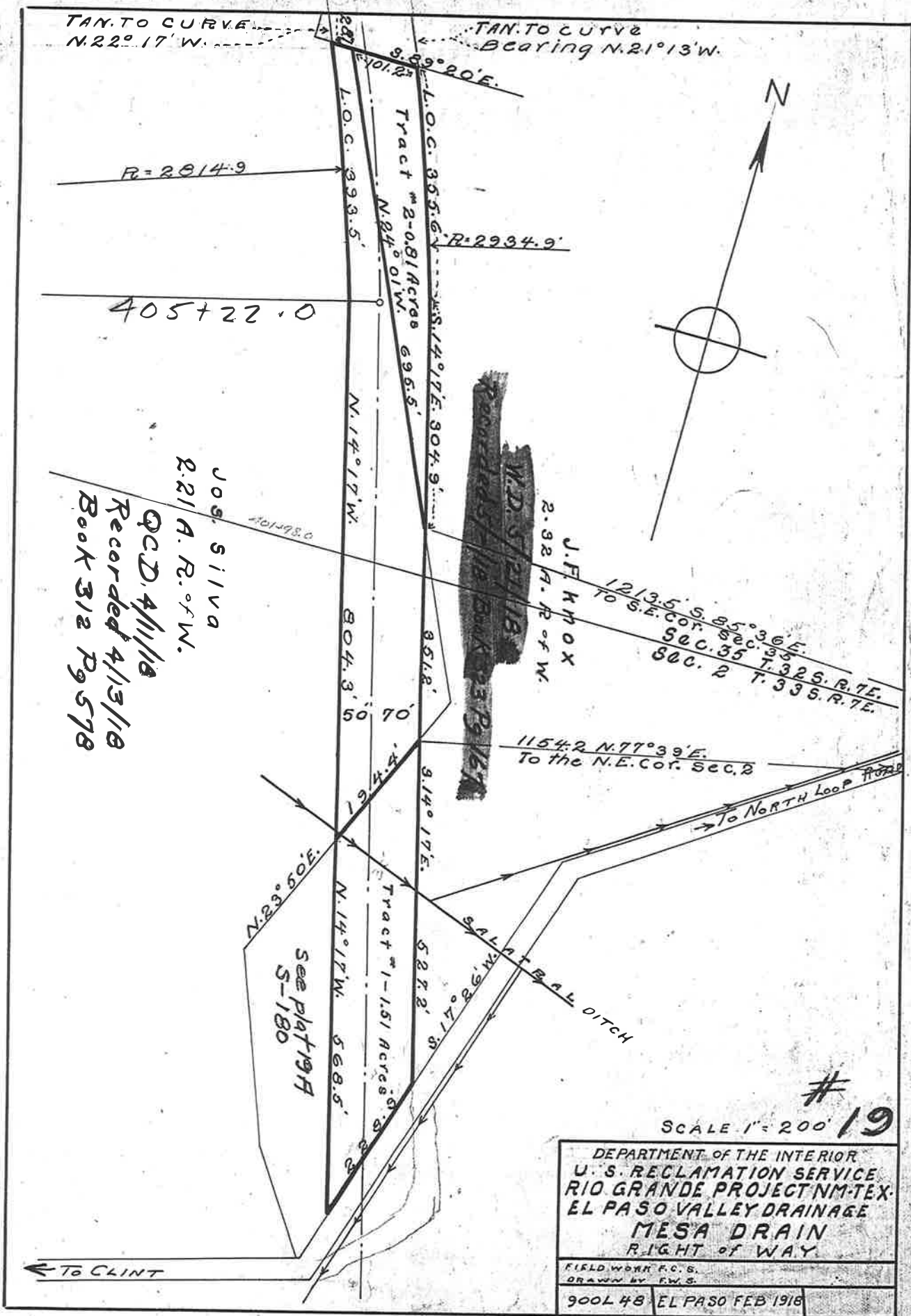
Morris Bien, Acting F
Director and C

MAY

Respectfully transmitted to Director, Washington with
recommendation that the contract be approved.
12 Incls: Orig. & 3 copies form letter
"2" Report on land & agreement
"2" Cert. of necessity
3 Blue prints

Actg. Chief of Cons

Insert after "33 South" "2nd line of
description" "Range 7, East"
M.B.



POSSESSORY CERTIFICATE.

Rio Grande Project,
El Paso, Texas, April 22, 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 Jay F. Knox and wife in NE $\frac{1}{4}$ sec. 2, T 33 S, R 7 E, and in S $\frac{1}{2}$ sec. 35, T 32 S, R 7 E, United States Reclamation Service survey, El Paso County, Texas, for the Rio Grande project, and that the said proposed Vendor was in actual, sole, and exclusive possession of the land involved, claiming to be the owner thereof and of the improvements thereon, and no person claiming a right in such land adverse to the Vendor is in possession of any part of it.

GEO W HOADLEY

Field Assistant.

I hereby certify that upon personal inquiry at the office of the tax collector for El Paso County, I was informed that all taxes due and assessed against the above described land were paid up to date.

C F HARVEY

Clerk.

El Paso, Texas,
June 27, 1918.

CH

El Paso, Texas, May 24, 1918.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is warranty deed dated May 21, 1918, running from Jay F. Knox and wife to the United States. Extra blueprint is attached for your use.

Very respectfully,

P W DENT OFH

District Counsel.

incls.

CE

El Paso, Texas, May 23, 1918.

Mr. Jay F. Knox,
301 Caples Building,
El Paso, Texas.

Dear Sir:

We are in receipt of your letter of the 22nd inclosing deed executed by yourself and Mrs. Knox.

A 50-cent internal revenue stamp will have to be affixed to this instrument before it can be admitted to record. This is necessary in cases where the United States is the grantee, the same as in the case of individuals.

Regretting that we are obliged to again trouble you,

Very truly yours,

P W DENT CFH

District Counsel.

incl. deed.

JAY F. KNOX COMPANY

REAL ESTATE AND INVESTMENTS

301 CAPLES BLDG.

U. S. Reclamation Service,

Mills Bldg., El Paso, Tex.

Attention % C. F. Harvey,



EL PASO, TEXAS May 22, 1918.

Dear Sir:

Inclosed you will find the deed executed by myself and wife, which you sent me in your letter of the 16th.

I have taken up the matter of the title guaranty with the Stewart Company, and it should be ready in a few days. I would prefer to settle the charges directly with the Stewart Company, as they are doing other work for me.

Yours truly

Jay F. Knox

El Paso, Texas, May 16, 1918.

Stewart Title Guarantee Company,
Two Republics Building,
El Paso, Texas.

Gentlemen:

Inclosed is print of land to be conveyed to the United States by Mr. Jay F. Knox. This land is about one-half mile east of the town of Clint, and we understand Mr. Knox was in your office this morning and was able to inform you sufficiently as to the holding which he wishes to have covered by title guaranty. The print inclosed, which shows location of the Jose Silva land, road, drain, and canal, together with what information Mr. Knox gave you, it is thought will be what you require in the way of description.

We are to-day sending warranty deed to Mr. Knox to be executed by himself and wife, and will put same on record as soon as it is returned.

Very truly yours,

P W DENT CPH

District Counsel.

incl.

CH

El Paso, Texas, May 16, 1918.

Mr. Jay F. Knox,
647 Upson Avenue,
El Paso, Texas.

Dear Sir:

Following our conversation this morning, I have prepared a warranty deed to be executed by yourself and wife, which is inclosed herewith. This is to be returned to this office. When it is returned we will have it recorded, and by the time it is out of the Recorder's office the title guaranty will probably be ready, and we will then be in a position to draw a voucher and make payment.

It was understood that you wanted us to deduct the cost of the title guaranty from your voucher in payment. We will proceed this way, unless you advise that you wish to pay for the guaranty yourself direct to the Stewart Company.

Very truly yours,

D F HARVEY

Clerk.

incl.

CH

El Paso, Texas, May 13, 1918.

Mr. Jay F. Knox,
647 Upson Avenue,
El Paso, Texas.

Dear Sir:

You are informed that the contract dated April 15, 1918, in which you agreed to convey to the United States a certain right of way for the El Paso Valley mesa drain, has been approved.

In this contract you also agreed to furnish an abstract of title. However, this office has 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. Kindly indicate your wishes and we will proceed with the transaction.

After the matter of title is disposed of you will be called upon to execute a warranty deed, and when the deed is recorded a check can be drawn in payment of the amount due you

Do not delay your answer to the above, as it is necessary that we hear from you before we can go further in ordering the required papers.

Very truly yours,

P W DENT CPH
DISTRICT COUNSEL

El Paso, Texas, May 13, 1918.

CR

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Inclosed herewith for official record is contract dated April 15, 1918, between Jay F. Knox and wife and the United States. Extra blueprint on cloth is also inclosed for your use in recording.

Very respectfully,

P. W. DENT CFB

District Counsel.

incls.

El Paso Valley mesa drain.

CERTIFICATE.

I HEREBY CERTIFY That the land described in the agreement dated April 16, 1918, with Jay F. Knox and wife is required for purposes authorized by the Act of June 17, 1902 (32 Stat. 388), namely as right of way for the El Paso Valley mesa drain, a part of the Rio Grande project; that the consideration to be paid thereunder, \$390, is reasonable and just and the lowest price that could be obtained; and I recommend that the contract be approved.

L M LAWSON

Project Manager.

**El Paso, Texas,
April 22, 1918.**