

LOEWENSTEIN, L E

WARRANTY DEED

(131) MESA DRAIN

0023-0075-0007-00 10-(7) TEXAS

THE STATE OF TEXAS, }

COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS:

That I, Joe Loewenstein, a married man

of the County of El Paso, State of Texas, in consideration of the sum of One hundred twenty-nine and no/100 (\$129.00). DOLLARS,

to me in hand paid by the United States of America pursuant to the Act of Congress of June 17, 1902 (32 Stat., 388) and acts amendatory thereof and supplementary thereto,

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

of ~~the County of El Paso, State of Texas~~, all that certain tract or parcel of land, lying in the County of El Paso and State of Texas and more particularly described as follows, to-wit: A tract of land in the West half of the southeast quarter (W $\frac{1}{2}$ SE $\frac{1}{4}$) and the Southeast quarter of the Southeast quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) Section Twenty-three (23), Township Thirty-one (31) South, Range Six (6) East, United States Reclamation Service survey and Ysleta Grant and more particularly described as follows: Beginning at a point on the east boundary of land of Essie Lee Payne, said point being the most southerly corner of land of the Grantor herein and most westerly corner of land of H. E. Crawford, and from which point the southeast corner of said Section 23 bears South 44°28' East, 1571.2 feet; thence along property line between land of the Grantor herein and said Essie Lee Payne North 56°59' West, 922.9 feet to a point, being the most westerly corner of land of the Grantor herein and most southerly corner of land of Mrs. K. A. Gooch; thence along property line between land of the Grantor herein and said Mrs. K. A. Gooch North 33°11' East, sixty (60.0) feet; thence South 56°59' East, 823.8 feet; thence to the right along a 1502.7 feet radius curve tangent to the last course a distance of 329.4 feet based on 100 foot chord lengths; to a point on the property line between land of the Grantor herein and said H. E. Crawford and the tangent to the curve at said point bears North 52°03' West; thence along said property line South 62°15' West, 62.3 feet to point of beginning; said tract of land containing one and twenty nine hundredths (1.29) acres, more or less, this land not being homestead property.

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

the United States of America, its

heirs and assigns forever; and I do hereby bind myself, my heirs, executors and administrators, to Warrant and forever Defend, all and singular, the said premises unto the said

the United States of America, its

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

WITNESS my hand at El Paso, Texas this 6/3/20 day of

, A. D. 191

Witnesses at Request of Grantor

THE STATE OF TEXAS, }

COUNTY OF EL PASO.

BEFORE ME,

Geo W Hoodley

Notary Public

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

Joe Joewenstein

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 3rd day of June A. D. 1920

(seal)

my Com. exp June 7-1921

Geo W. Hoodley

Notary Public El Paso
County Texas

THE STATE OF TEXAS, }

COUNTY OF EL PASO.

BEFORE ME,

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

wife of

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

acknowledged such instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this _____ day of _____ A. D. 191_____

THE STATE OF TEXAS, }

COUNTY OF EL PASO.

I, W. D. Greet

Clerk of the County Court

of said County do hereby certify that the above instrument of writing, dated on the 3rd day of June, A. D. 1920 with its certificate of authentication, was filed for record in my office this 7th day of June A. D. 1920, at 10:58 o'clock A. M. and duly recorded the 14th day of June A. D. 1920 at 8:58 o'clock A. M. in the records of said County, in Volume 354 on pages 540

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

W. D. Greet

Clerk, County Court.

By

L. W. Amador

Deputy.

TO

WARRANTY DEED

Single and Wife's Separate Acknowledgment

Filed for record _____ 191_____

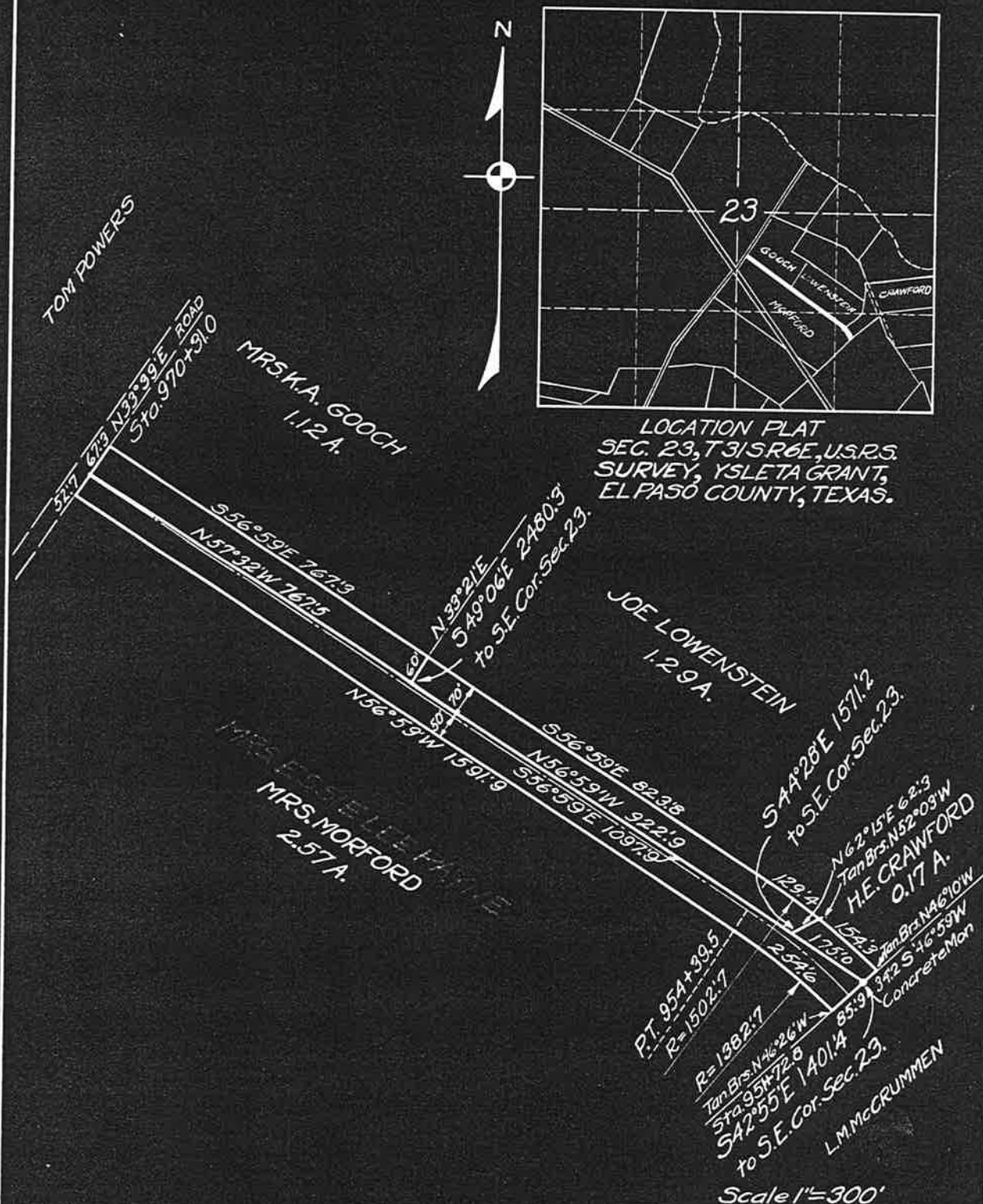
at _____ o'clock _____ M.

Clerk, County Court, El Paso County, Tex.

By

Deputy.

ELLIS BROS. PRINTING CO., EL PASO



Note:

Curve lengths based
on 100' chord lengths.

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

FIELD WORK F.C.S.	CHECKED R.O.D.
DRAWN R.A.D.	RECOMMENDED
900 L49	EL PASO, TEX., MAR '19

COUNTY Mesa Blain COUNTY El Paso Co

1. Mailing address of each party Joe Loewenstein
Isleta Texas
2. Personal status of each party (married, single, widow or widower): Married
3. List of improvements (state, as by itemized bill, how total consideration was fixed):
129 A Cultivated @ 100⁰⁰ 129
129 A Cultivated @ 100⁰⁰ 129
4. Interest held by each party joined in contract, other than owner or wife of owner, as "Joint ownership", "lessee", or "lienor", and if lienor, state such facts as may be gathered from owner as to date, amount and quality of encumbrance:
No liens
5. State whether or not land is homestead property Not Homestead
6. Survey number of tract (if not embodied in land description):
If no survey number is available state item in tax records: Item (under whose name assessed and line number in assessment book):
Acreage _____: assessed at _____.
other available information _____.
7. ☒ Grantor will order title guaranty.
☒ Grantor agrees that Service may order title guaranty and make deduction therefor.
Grantor will order abstract of title.
Grantor agrees that Service may order abstract of title and make deduction therefor.
☒ Grantor states that taxes are paid to date.
Grantor will pay taxes now unpaid.
Grantor wishes Service to pay taxes and make deduction therefor, and will furnish this office with bill of unpaid taxes.
Grantor states that land is now encumbered (as per item 3) and wishes Service to pay off encumbrance and make deduction therefor. (In case this is to be done, grantor will have to consult personally with the lienor).
Grantor states that land is encumbered (as per item 3) and will at once take steps to remove same.
8. Cost of structure to be built by Service. None

Grantor will allow use of abstract.
(for Guaranty of Title) Same is now being
brought down to date by Jones & Jones

AGREEMENT TO SELL

TO

UNITED STATES.

COUNTY OF

} ss:

I hereby certify that this instrument was filed
for record at my office at o'clock M.,

..... 191....., and is duly
recorded in Book 342 Page No. 582

By.....

Fees, \$.....

AFFIDAVIT OF DISINTERESTEDNESS.

STATE OF..... }
COUNTY OF..... } ss:

I do solemnly swear (or affirm) that the copy of contract hereto annexed is an exact copy of a contract executed by me, personally, with.....; that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or advantage corruptly to the said..... or any other person or persons; and that the papers accompanying include all those relating to the said contract, as required by the statute in such case made and provided.

..... Engineer, U. S. R. S.

Subscribed and sworn to before me at.....

[OFFICIAL SEAL.] this..... day of....., A. D., 191..... My commission expires.....

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

The vendor expressly warrants that he engaged no third person to solicit or obtain this contract in his behalf, or to cause or procure the same to be obtained from compensation in any way contingent, in whole or in part, upon such procurement; and that he did not sell or promise or agree to pay, to any third person, in consideration of such procurement, or in compensation for securing a commission therewith, any brokerage, commission, or percentage upon the amount receivable by him hereunder; and that he has not, in estimating the contract value included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees that any breach of this warranty shall constitute adequate cause for the termination of this contract by the United States, and that the United States may retain its own use from any sums due or to become due hereunder an amount equal to any brokerage, commission, or percentage so paid or agreed to be paid.

[illegible]

Project Manager

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

Form 7-276
12-11

THIS AGREEMENT, made this 12th day of December
nineteen hundred and nineteen, between Joe Loewenstein
and his wife, of El Paso
County, Texas, for himself, his heirs, legal represen-
tatives, and assigns, hereinafter styled the vendor, and The United States of America and its assigns by
- - - L.A. 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

El Paso Texas
The county of El Paso, State of Texas, to-wit:
A tract of land in the West half of the southeast quarter (W¹/2 S¹/4 E¹/4) and the Southeast quarter of the Southeast quarter (SE¹/4 S¹/4 E¹/4) Section
Twenty-three (23), Township Thirty-one (31) South, Range Six (6)
East, United States Reclamation Service Survey and Teleta Grant and
more particularly described as follows: Beginning at a point on the
east boundary of land of Essie Lee Payne, said point being the most
southerly corner of land of Vendor herein and most westerly corner
of land of H.B. Crawford, and from which point the southeast corner
of said Section 23 bears South 44°20' East, one thousand five hundred
seventy-one & two tenths (1571.2) feet; thence along property line
between land of Vendor herein and said Essie Lee Payne North 56°59'
East, nine hundred twenty-two & nine tenths (922.9) feet to a point,
being the most westerly corner of land of Vendor herein and most
southerly corner of land of Mrs. L.A. Cooch; thence along property
line between land of Vendor herein and said Mrs. L.A. Cooch North
33°21' East, sixty (60.0) feet; thence South 56°59' East, eight
hundred twenty-three & eight tenths (823.8) feet; thence to the right
along a one thousand five hundred two & seven tenths (1502.7) feet
radius curve tangent to the last course a distance of one hundred
twenty-nine and four tenths (129.4) feet based on 100 ft. chord lengths;
to a point on the property line between land of the Vendor herein and
said H.B. Crawford and the tangent to the curve at said point bears
North 52°03' West; thence along said property line South 62°15' West,
sixty-two & three tenths (62.3) feet to point of beginning; said tract
of land containing one and twenty-nine hundredths (1.29) acres, more
or less, this land not being homestead property.

CERTIFICATE.

I HEREBY CERTIFY That the land described in the agreement dated Dec. 12, 1919 with Joe Lowenstein is required for purposes authorized by the Act of June 17, 1902 (32 Stat., 388), namely, as right of way for the Mesa Drain, a part of the Rio Grande project; that the consideration to be paid thereunder \$129.00, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

L. M. Lawson,

Project Manager.

El Paso, Texas.

Dec. 12, 1919.

Inclosures:
Original and 4 copies of form letter of transmittal.
Original and 3 copies of contract
" " 1 copy Cert. of Recommendation
" " 1 " Report on Land Agreement.

2 Blueprints.

Remarks:

INSTRUCTIONS.

1. This form is devised to render unnecessary the writing of various routine letters in reference to contracts. If the agreement submitted is not of the class for approval in Denver (see par. 3a-h, pp. 201-2, Vol. 1 of manual), the chief of construction will forward with his recommendation to Washington for appropriate action.
2. The office in which the contract originates will transmit two (2) copies of this form in excess of the number of offices to be advised of approval or execution. For example, in the usual case where the project manager and district counsel are to be advised, four (4) copies and one (1) original (5 in all) should be sent to the Denver office.
3. With every contract submitted, involving an expenditure, the authority number (Form 7-681) or clearing account to which charges under the contract will be made, must be given in the space provided on this form letter. (See par. 41, p. 213, Vol. 1 of manual.) The amount of probable expenditure or collection must also be shown (see par. 11, p. 204, Vol. 1 of manual). Any other special matter or information relative to the contract too long to write on this form should be set out in a statement or certificate and submitted with contract.
4. Reference should be made to previous correspondence of importance, especially if form of contract was approved in advance, giving dates, stating whether a telegram or letter, and from and to whom.
5. The office in which this contract originates should list all inclosures in the space above.
6. With this form appropriately modified quit claim or donation deeds (see par. 47, p. 265, Vol. I of Manual) shall be transmitted through the Denver Office to Washington for acceptance and filing, a copy of such deed with related papers being furnished for the files of the Denver office.
7. This form appropriately modified should be used to transmit informal earthworth contracts (Specifications Form 7-201) executed in project offices to the Denver office for acceptance with copy of contract and related papers to be forwarded to Washington office by the Chief of Construction.

DEPARTMENT OF THE INTERIOR

CERTIFICATE

This is to certify that the tax certificate contained in title guaranty dated June 7, 1920, relates to the land purchased from Joe Loewenstein, under contract with him dated December 12, 1919; and that certificate has been compared with the original contained in an abstract of title No. 19035, and found to be correct.

As to taxes for the year 1920, which taxes were not assessed at the date of the warranty deed conveying title to the United States, decision by the Secretary of the Interior dated April 25, 1910 (D-11479) which is a letter to the Director of the Reclamation Service, holds that as to the United States, which is a party exempt from taxation by state authority, if property is acquired while the proceedings are in fieri, by one exempt from taxation, the taxing proceeding is arrested, and a tax though subsequently levied is not a lien effectual against the title.

El Paso, Texas.

P W DENT

District Counsel.

The Enclosures with this land purchase are as follows:

Original Agreement to Sell dated December 1919.

Warranty deed running to the United States, with one copy and two blueprints.

Affidavit as to possession.

Possessory Certificate.

Title Guaranty.

Extra copy above certificate.

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

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

POSSESSORY CERTIFICATE.

Rio Grande Project,
El Paso, Texas, Dec. 12, 1919.

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 Joe Loewenstein, in the W¹/₄ SE¹/₄ and the SE¹/₄ SW¹/₄ Section 23, Township 31 South, Range 6 East, U. S. Reclamation Service survey and Valeta Grant, County of El Paso, State of Texas, for the Rio Grande project, and that the said proposed Vendor was in actual, sole, and exclusive possession of the land, claiming to be the owner thereof, and no person claiming a right in such land adverse to the Vendor is in possession of any part of it.

GEO. W HOADLEY

Field Assistant.

El Paso, Texas, January 12, 1920.

County Clerk for El Paso County,

El Paso, Texas,

Dear Sir:

Transmitted herewith for official record are two contracts, one dated December 12, 1919, between the United States and Joe Loewenstein, and one dated December 2, 1919, between I. C. Gaal and the United States.

Very truly yours,

C. P. HUNTER

Asst. District Counsel.

2 incls.

El Paso, Texas, January 12, 1920.

Mr. Joe Loewenstein,

Ysleta, Texas.

Dear Sir:

We have just received approval of our Department for going ahead with the land purchase of 1.29 acres required for the mesa drain, which is the subject of contract made with you dated December 12, 1919.

We understand that your abstract of title is now in the hands of Jones & Jones, attorneys, for the purpose of having it brought down to date, but that we may have the use of it in securing title certificate for the land. Kindly bring the abstract in to this office as soon as possible, as this is the next step in proceeding with the transaction.

Very truly yours,

R. M. DENT

District Counsel.

JAN 12 1920

Assistant to Director

Project Manager, El Paso, Texas.

Land purchase contract dated December 12, 1919,
with Joe Loewenstein, Rio Grande Project.

1. The above mentioned contract was approved January 8, 1920, and enclosed to you for record and further appropriate action. However, after mailing, it was discovered that by clerical error, date of approval had been stamped on the contract and copies as well as upon the form letter of transmittal and copies as December 8, 1919.

2. Please make the necessary correction upon the original contract before recording and upon the file copies of contract and form letter of transmittal.

Morris Bien

CC- C. of C.
D. C., El Paso, Texas. ✓

El Paso, Texas,
May 11, 1920.

Pioneer Abstract and Guaranty Title Co.
First National Bank Bldg.
El Paso, Texas.

Gentlemen:

Transmitted herewith are El Paso abstract No. 25055, Southwestern No. 1501, Rio Grande No. 3951 and El Paso No. 12759, together with blueprint and copy of warranty deed which it is proposed to have Joe Loewenstein execute, for 1.29 acres of land therein more fully described. Kindly do what abstracting work is necessary in order to bring this title down to date looking to the issuance of title certificate. If you find title good in Loewenstein, we will call upon him to execute the deed running to the United States.

Very truly yours,

P W DENT

District Counsel.

El Paso, Texas,
May 18, 1920.

Mr. Joe Loewenstein,
Yaleta, Texas.

Dear Sir:

Transmitted herewith for execution and return to this office is warranty deed granting to the United States 1.29 acres for the Mesa Drain. Please execute and return this deed at your early convenience.

The deed will require U. S. documentary Revenue stamp for 50¢ which it is customary for the Grantor to furnish and which please do not overlook.

If there are any taxes due and unpaid upon this land will you kindly see that same are paid in the very near future. It is impossible for the United States to make final settlement for these land purchases if there are outstanding taxes. We understand that this land is not homestead property and therefore the deed is made for your signature alone and we are not asking that Mrs. Loewenstein join in the conveyance. There is inclosed, however, an affidavit to the effect that the land is not homestead property which please execute and return with the deed.

If you are in El Paso the notary public in this office will be pleased to take acknowledgment to the deed and your oath on the affidavit, without any charge to you.

Upon execution of the inclosed papers, title guaranty for the land will issue and we will then send voucher and check can be drawn in payment.

Very truly yours,

Encl.

I W DENT

District Counsel.

El Paso, Texas,
May 29, 1920.

Mr. Joe Loewenstein,
Ysleta, Texas.

Dear Sir:

We have not yet received answer to our letter of May 18, sending warranty deed to be executed by yourself, together with an affidavit to the effect that the land is not homestead property. The title guaranty people have advised us that they are now waiting only for the deed and affidavit in order to issue the title certificate. You cannot, of course, be put in receipt of the purchase money until the above mentioned papers are executed and returned to this office.

Very truly yours,

P W DENT

District Counsel.

AFFIDAVIT.

STATE OF TEXAS)
)
COUNTY OF EL PASO)

Before me, the undersigned authority, personally came and appeared Joe Loewenstein, to me well known, and who after being by me duly sworn did depose and say:

That he is over twenty-one years old; that his postoffice address is Ysleta, Texas; and that 1.29 acres of land in the SE $\frac{1}{4}$ SE $\frac{1}{4}$ Section 23, Township 31 South, Range 6 East, U. S. Reclamation Service survey, El Paso County, Texas, being also in the Ysleta Grant and more particularly described in the warranty deed dated the 3^d day of June A. D. 1920, running from affiant to the United States of America, was not at the date of execution of said deed, and had not for a long time prior thereto, been claimed by affiant as homestead property, and is not so claimed at the date of the execution of this affidavit.

Joe Loewenstein

Subscribed and sworn to before me this 3rd day of May, A. D. 1920.

Geo. W. Hoadley

Notary Public in and for
El Paso County, Texas.

My com. exp. June 1, 1921.

AFFIDAVIT.

STATE OF TEXAS }
COUNTY OF EL PASO }

Before me the undersigned authority this day personally came and appeared Joe Loewenstein, to me well known and who being by me duly sworn did depose and say: that he is over twenty-one years of age, that his post-office address is Ysleta, Texas and that he has been in actual, exclusive, continuous and hostile possession of a certain tract of land containing 1.29 acres in El Paso County, Texas, and more particularly described in a warranty deed dated June 3, 1920, running from himself to the United States of America, said possession of land having continued for a period of 8 years including and next preceding the date of this affidavit.

JOE LOEWENSTEIN

Subscribed to and sworn to before me this 29th
day of June, A. D. 1920.

Geo W Hoadley

Notary Public,
El Paso County, Texas.

My com. exp. June 1, 1921.

El Paso, Texas.
June 3, 1920.

Pioneer Abstract of Guaranty Title Co.
First National Bank Bldg.
El Paso, Texas.

Gentlemen:

Transmitted herewith is executed warranty deed dated June 3, 1920, running from Joe Loewenstein to the United States, together with his affidavit to the effect that the land granted is not claimed as homestead property. There is also enclosed a letter of transmittal to the County Clerk for recordation of deed. We trust that this will now satisfy your examiners to the extent that title certificate may issue.

We believe that you have a carbon copy of this warranty deed. Kindly return it with the title certificate when the latter issues.

Very truly yours,

P W DENT

District Counsel.

Encl.

El Paso, Texas,
June 4, 1920.

Mr. Joe Loewenstein,
Ysleta, Texas.

Dear Sir:

We are today sending the warranty deed which you executed, for record in the office of the County Clerk, and are advising the Pioneer Abstract and Guaranty Title Company to this effect and expect that their title certificate for the land will issue within a few days.

We overlooked getting from you yesterday the U. S. Revenue stamp for 50¢. Mr. Harvey has purchased this stamp with his own funds and you may reimburse him at your convenience.

There is enclosed herewith an affidavit relating to your possession of this property, which please sign and return to our office. You can fill in the number of years which you have been in possession of this property. This affidavit is necessary in connection with the title certificate as same does not guaranty against boundary disputes or other possessory matters.

Very truly yours,

P W DENT

District Counsel.

Encl.

El Paso, Texas,
June 9, 1920.

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

Gentlemen:

In accordance with conversation had
with Mr. Graney this morning, we are returning
bill for \$19.00 for abstracting work in connection
with Joe Loewenstein land. This amount is to be
reduced to conform to the existing rates for
Government work.

/Very truly yours,

P W DENT

District Counsel.

Encl.

El Paso, Texas,
June 9, 1920.

Mr. Joe Loewenstein,
Ysleta, Texas.

Dear Sir:

We are returning herewith El Paso
Title Abstract No. 25055 and 12759 and Rio Grande
abstract No. 3951. These were loaned to the
Reclamation Service for the purpose of securing
a title guaranty. Thanking you for this favor,
we are

Very truly yours,

P W DENT

District Counsel.

Encl.

El Paso, Texas,
July 30, 1920.

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

Gentlemen:

Reference is had to our Letter of June 9, 1920, stating that bill for \$19.00 for abstracting work in connection with Joe Loewenstein land, was being returned in order that the bill could be reduced to conform to the existing rates for Government work. Our records show that this item has never been vouchered. If you will kindly send corrected bill, we will be glad to pay it. The summary of the abstract is as follows;

- 1 p. Caption
- 1 p. Index
- 11 p. first page - Conveyances.
- 14 p. second page "
- 1 p. Certificate.

Very truly yours,

J W DE T

District Counsel.

INCORPORATED UNDER THE LAWS OF THE STATE OF TEXAS



PIONEER ABSTRACT AND GUARANTEE TITLE COMPANY

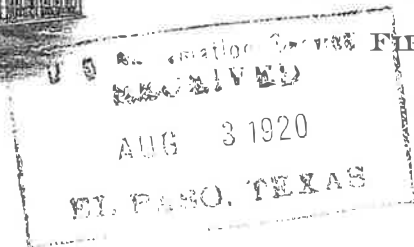
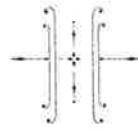
CAPITAL \$ 100,000.00

OFFICERS AND DIRECTORS

W.L. TOOLEY, PRESIDENT
Z.T. WHITE, VICE-PREST.
A.G. FOSTER, SECY.
N.H. GILLOT, MANAGER
J.G. McNARY - J.J. MUNDY

LEGAL DEPARTMENT

W.W. TURNEY
WM.H. BURGESS
A.H. CULWELL
ROBT.L. HOLLIDAY
J.M. POLLARD



FIRST NATIONAL BANK BUILDING

EL PASO, TEXAS

August 2, 1920

Mr. P. W. Dent,
District Council, U.S.R.S.

Dear Sir:-

As per your letter of the 30th ult., I am inclosing herewith, Corrected statement, covering Lowenstein Abstract on land in Ysleta.

Yours Very Truly,

J. T. G.aney
Treas.

to
\$17.50
Nov 11 1920
8/3-20

GZ

Fees \$ 1.00

EL PASO, TEXAS, June 7, 1920

RECEIVED for record the following instrument:

No. 24677 W/13 for loan to
United States of America

Copy to
A. A. Reeves
RETURN THIS RECEIPT

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

By [Signature] Deputy.

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made under date of December 12 19 19, with
Joe Loewenstein

for the purchase of land required for mesa drain
purposes, Rio Grande Project, El Paso
County, Texas.

1. State description and approximate area of land to be conveyed. 1.29 acres in 34
of Sec. 25 and 36 of Twp. 35, N. 31 E., R. 6 E., T. 35 N., R. 6 E., S. 1 E., Survey.
Not homestead property.

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 part of a Mexican grant - no United States public lands in
the 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.

Joe Loewenstein, married; wife: Stella Loewenstein; address of both:
Yeloto, Texas, El Paso County.

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, or if some arrangement has been made with the tenant
in case his interest in the land desired for acquisition will be affected.

Owner; no tenants;

5. Also state whether land is subject to right of way by virtue of contract with water users' association
or other agreement. Subject to right of way by virtue of stock-subscription contract be-
tween landowner and Irrigation District; this right not here being
invoked.

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

All in cultivation; general crops. No buildings.

The 1.89 acres taken for the right of way is all valued at \$100 per acre.

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 and all irrigated; water rights such as are general under the Rio Grande project.

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

\$150 to \$250 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 mesa drain will be of general benefit to the community and to the particular landowner.

Dated ~~1919~~ December 12, 1919

191

(Signature)_____

CHAS. F. DUNN

(Title)_____

Field Assistant.

In Charge of Negotiations.

Approved: ~~W. M. DUNN~~

Project Manager.

6-4503

INSTRUCTIONS.

The proper procedure in making purchases of lands under the Reclamation Act, in pursuance of the various rulings made by the Department of the Interior and the Department of Justice, is substantially as stated below, though, in some cases, deviations may be necessary in certain details. These instructions do not relate to withdrawn public lands to which there is a claim by reason of a settlement or entry made prior to withdrawal; in such cases the agreements for purchases of improvements should be entered into on Form 7-523. See Manual, 1917 edition, pages 260-263.

1. As soon as possible after it has been ascertained that the property will be required, the project manager should forward to the director, through the chief of construction, the following papers:

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

(b) Affidavit of disinterestedness.

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

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

(e) If the tract is described by metes and bounds, this report should be accompanied by a small sketch, with the boundry lines platted, showing all courses and distances and all references to public-land corners. (See Manual, Title, *Lands, Acquisition of*, pars. 15-16, pp. 354-355.)

2. When the agreement has been approved, the original will be returned to the project manager, who will immediately notify the vendor thereof and call upon him, if pursuant to said agreement, to furnish an abstract of title, which shall later be extended to include any instruments subsequently recorded in connection therewith, and also the record of the conveyance made in pursuance of said agreement; also to procure and have recorded, where proper for record, all assurances of title and affidavits which may be necessary and proper to show clear, unincumbered title in him. This will fix the date from which time may be counted in favor of the United States for extension of the option as provided in the agreement, in case it be found necessary to do so. If the abstract contains a large number of entries, it should be indexed, and if the title to a canal system in involved the abstract should be accompanied by maps showing said system and the lands affected thereby. The abstract, certificates, maps, contract, possessory certificate, and form of deed which it is proposed to execute, referred to in next paragraph, should be submitted to the local district counsel. For form of possessory certificate see also par. 25 of the Title, *Lands, Acquisition of*, in the Manual.

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

4. When forwarding the title papers to the local district counsel the project manager should request that, if apparently in satisfactory form and sufficient, they be forwarded to the district counsel in charge of titles, with his opinion thereon, otherwise that they be returned, pointing out the defects and indicating how they may be remedied.

5. The district counsel in charge of titles will render an opinion upon the title, and thereupon all the papers will be returned to the local district counsel for action in pursuance of the findings of the opinion. After the title has been found satisfactory, the deed should be executed and recorded and the abstract extended to cover record of same, and also to cover payment of taxes, etc., found to be liens against the estate. Payment may then be made to the grantor, provided no further defects are revealed by the extension of the abstract. The voucher covering payment should be accompanied by the contract, abstract of title, deed, and official copy of opinion. In case the title is found to be imperfect, the papers will be returned for the necessary corrections, and the abstract should then be brought up to date and again submitted through the local district counsel as above for reexamination.

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

7. In the case of land covered by a homestead or desert-land entry where an entire legal subdivision is involved a relinquishment to the United States is sufficient, and a certificate should be obtained from the register and receiver of the local land office showing that the entry was valid and subsisting at the time of the relinquishment, and that it had been relinquished and canceled on the records of the land office. This certificate should accompany the voucher in lieu of the deed or relinquishment, which will be retained in the local land office. Where less than a legal subdivision is to be acquired, which can not be described in the ordinary way (by quarters and halves), the method outlined under (b) and (c), par. 15, page 254, of the Manual should be followed.

8. In the public-land States improvements by entrymen are generally regarded as personal property, subject to taxation, and before paying for land to be acquired by relinquishment the certificate of the officer having charge of the tax records in the county should be obtained showing the condition of the property in respect to levy and payment of taxes for the years since the entry.

9. This form (7-281) may be used as far as it is applicable in making a report of negotiations not concluded, all necessary additional information being given under heading No. 9, when for any reason it is advisable that the matter be further considered by the project manager before final agreement. In this case it should be noted conspicuously on the first page and in the brief on back that it is a report of pending negotiations.

10. An agreement of sale may be made with any person owning the land in his own right, or with a trustee under a power in a deed, or with a person holding a power of attorney from the owner authorizing him to do so, or with an executor under a power in a will. A certified copy of the evidence of authority must accompany the papers.

11. The husband and wife must join in the agreement except where the local laws or the conditions under which the property is held do not require it. It is better, however, to obtain in every case the signatures of both husband and wife. The agreement must state whether the vendor is married or single, widow, or widower.

12. An administrator or an executor without a power to sell in the will has no authority to make a contract for the sale or conveyance of land or of a right of way thereon. In case of the death of the owner without a will the real estate descends to the heirs; if he dies leaving a will, the real estate goes to the devisees, subject in both cases to the payment of debts of the decedent. The heirs or devisees must all join in the agreement.

13. Neither the guardian of a minor nor the guardian of an insane person has a right to contract to sell or convey the real estate of his ward without special authority from the proper court.

14. Before negotiations for the purchase of any tract are begun, it is important to learn whether the land has been offered for sale, and at what time and price; also what price the present owner paid for the land.

15. Special conditions and limitations may be added, when necessary, to the printed forms of contracts in reference to possession of premises, growing of crops, etc., pending final conveyance, but these conditions should be avoided as far as possible, and the time limit of the contract should be fixed with reference to these matters. Ample time should be given in the contract for the preparation of an abstract of title and for consideration of the same by the district counsel in charge of titles and the officials at Washington, D. C. In this connection see also Manual, par. 14, page 254.

7-281

REPORT ON LAND AGREEMENT.

For purposes.

..... project.

Sec., T., R. M.

Belonging to

County of

State of

Submitted by

Date 191.....

51-2-12
51-2-31

G-1893

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Abstract of Title No. 19035

To 10 1/2 acres more or less in the Ysleta Town Grant in El Paso County, Texas, fully described in the deed from Belle Van Lanningham it is to Joseph Loewenstein recorded in Bk. 227 p. 1 to which reference is here made.

Beginning April 26, 1913, being the date of certificate to abstract No. 16133 made by the El Paso Title Company, to which this is a supplement bringing same down to date, and not to apply prior thereto.

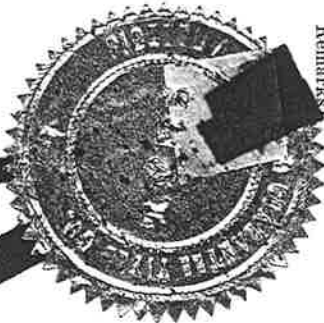
Prepared by

Pioneer Abstract and Guarantee Title Co.

For U.S. Reclamation Service

May 20, 1920 8 o'clock A. M.

Remarks



It is agreed that the person accepting this abstract that it shall not be used for any purpose and the price therefor shall be fixed by this agreement in view. Any infringing will be prosecuted.

Duncan Campbell } Release Deed of Trust
to } Date Feb. 19, 1906
W. R. Billingsley } Filed Feb. 19, 1906
Bk 81, p. 355

Recites: On April 1, 1904, W. R. Billingsley, executed and delivered one note for \$211.25, payable to Duncan Campbell also on said date a note for \$500.00 payable to J. W. Hadlock and also on April 4, 1904 note for \$500 payable to Duncan Campbell to secure said notes said Billingsley did make, execute and deliver to George O. Sweeney a deed of trust or mortgage dated 1904, recorded in Vol. P. in which deed of trust the following lands among others, were conveyed.

That tract of land in El Paso County Texas more particularly described as follows; to-wit: Beginning on the bank of a small ditch N. 57° W. 62' vrs from the S. W. corner of a tract of land in the name of W. C. Merrifield; thence N. 57° W. 439' vrs thence N. 33° E. 300' vrs Pilar acequia at 500' vrs foot hills; thence down the foot hills S. 50° E. 171' vrs S. 30° E. 1762' vrs S. 43° E. 113' vrs S. 75° E. 160' vrs S. 40° E. 112 1/2' vrs thence S. 85° 50' W. along the line of W. C. Merrifield at 381' vrs Pilar Acequia at 400' vrs small ditch; thence along said ditch S. 5 1/4° W. 106' vrs S. 5 1/4° E. 55' vrs S. 32 1/4° W. 37' vrs S. 62 1/4° W. 38 1/2' vrs to the place of beginning and containing 46.2 acres.

That said notes and each of them have been fully paid and at time of payment were the property of Duncan Campbell.

Do set over assign, and transfer by said Billingsley the said lien created by said deed of trust and do hereby fully release and acquit the premises herein described from such lien so created.

Duncan Campbell

81-355-2
STATE OF TEXAS }
COUNTY OF EL PASO }
Before me, the undersigned authority on this personally appeared Duncan Campbell 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 considerations therein expressed.

Given under my hand and seal of office at El Paso, Texas this the 19th day of February 1906.
(Notl Seal) U. S. Goen
Notary Public El Paso County, Texas.

#59529. RELEASE
H. E. Crawford, } Dated Dec. 28, 1909.
Mrs. Dora Crawford, }
husband and wife, } Filed Feb. 13, 1914.
to }
Della Van Lanningham, } Bk. 247, page 86
and L. L. Curtis. }

Whereas, by deed dated Apr. 4, 1907, recorded in County Clerk's office of El Paso County, Texas, in Book 102, pages 253, 4 and 5, H. E. Crawford and wife Dora Crawford conveyed to Della Van Lanningham and L. L. Curtis certain real estate fully described in said deed, to which reference is hereby made retaining therein a Vendor's Lien securing payment of \$1666.65, for which said Della Van Lanningham and L. L. Curtis, and J. W. Van Lanningham executed 2 notes, as follows: No. 1 and 2 for \$833.35 and \$833.30 bearing 8% interest per annum, due and payable on the 4th day of April, 1908 and 1909, respectively. Said real estate as follows:

Lying in County of El Paso, Texas, containing 46-2/10 acres fully and particularly described in said Deed of Conveyance recorded in Deed record Book #102, pages 253, 4 & 5 in the County Clerk's office of El Paso County, Texas, to which reference is made.

And Whereas, said notes and the said Vendor's Lien, were the property of said H. E. Crawford at the time of their payment, and,

Whereas, said Della Van Lanningham and L. L. Curtis have paid the said notes in full satisfaction of said encumbrance;

Do hereby release the above described property from the Vendor's Lien aforesaid.

H. E. Crawford,
Mrs. Dora Crawford.

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 H. E. Crawford, 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 28th day of _____ A. D. 190 _____

(Notl. Seal)

L. Polk, J. P. and
Ex officio Notary Public, El Paso County,
Texas.

THE STATE OF TEXAS.) Before me, the under-
signed authority in and for El Paso Coun-
ty, Texas, on this day personally appear-
ed Dora Crawford, wife of H. E. Crawford,
known to me to be the person whose name
is subscribed to the foregoing instrumen-
t, and having been examined by me privi-
ly and apart from her husband, and hav-
ing the same by me fully explained to
her, she, the said Dora Crawford acknow-
ledged 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 28th day of December, A.D.
1909.

(Notl. Seal)
L. Polk, J. P. and Ex
officio Notary Public, El Paso County, _____

Louis L. Curtis,) Quit-Claim Deed.
Gertrude Curtis,) Dated June 5, 1913.
husband and wife) Filed Jan. 13, 1914.
to) Book 236, page 632
Della Van Lanningham) Conold: \$10. paid.

Do Bargain, Sell, Release and For-
ever Quit Claim all right, title and in-
terest in and to the following land in
El Paso County, Texas, as follows, to-
wit: Beginning at the N.E. corner of a
3 acre tract now owned by Hatton from
which the cross on San Jose Church
bears N. 790 56' W. thence N. 580 53'
W. 286.2 ft. to corner; thence N. 310
30' E. 373.5 ft. across the Acequia
Pilar; thence following the Acequia
Pilar as follows: S. 680 40' E. 123.75
ft. to a cottonwood tree from which the
cross of San Jose Church bears N. 810
15' W. thence S. 710 40' E. 187.8 ft.
across the road; thence S. 660 36' E.
306.9 ft.; thence S. 540 26' E. 46.1
ft.; thence S. 460 02' E. 124.85 ft.;
thence S. 350 55' E. 95.5 ft.; thence
S. 280 05' E. 144.95 ft.; thence S. 200
13' E. 137.5 ft.; thence S. 250 38' E.
12.1 ft. to the corner post of Crawfor-
d's fence; thence N. 760 22' W. 26.7 ft
across Contra Acequia to a corner of
fence; thence S. 760 15' W. 17 ft. fol-
lowing said contra acequia, thence
still following said contra acequia S.
390 32' W. 20.7 ft.; thence S. 290 38'
W. 26.7 ft.; thence S. 120 19' W. 29.5
ft.; thence S. 00 24' W. 69.75 ft.;
thence S. 70 14' W. 108.75 ft. to a
corner and post from which the cross
on San Jose Church bears S. 700 04' W.
thence N. 570 30' W. 891.9 ft. to N.E.
corner of Hatton tract and place of be-
ginning, containing 10.365 acres of
land, more or less, all of said lands
being in the Yaleta Town Grant, as ful-
ly described in said deeds.

The intention of this deed is to
ratify and confirm in the said Della
Van Lanningham the title to the above
described land, also all of the lands
which lies South or Sly. of the Pilar
Acequia which runs through center or
near the center of that certain tract
of land conveyed to said Della Van Lan-
ningham and said L.L. Curtis by H. E.

Crawford and wife Dora Crawford, dated
April 4, 1907, recorded in book 102 on
pages 253 to 256 of deed records of El
Paso County, Texas, to which reference is
is here made, which said tract as con-
veyed to said Della Van Lanningham and
L. L. Curtis contained 46.2 acres of
land, and which said tract of land was
divided by said Della Van Lanningham and
L. L. Curtis and the said L. L. Curtis
executed a deed to said Della Van Lan-
ningham dated Sept. 14, 1907, recorded
in book 117, pages 293 to 296 of deed
records of El Paso County, Texas, to
which reference is here made and in
which said deed the dividing line is re-
ferred to in an indefinite way as being
"a ditch" when it should have stated
that the Pilar Acequia was the dividing
line between the property conveyed by
said deed to said Della Van Lanningham,
and the property retained by said L.L.
Curtis, and since the execution of said
deed so recorded as aforesaid, the said
Della Van Lanningham and husband J. W.
Van Lanningham, joined by L. L. Curtis
and wife Gertrude Curtis have sold and
conveyed to Joseph Loewenstein part of
said tract of land described in said
deed from said L.L. Curtis to said Della
Van Lanningham and it is also intended
by this deed to convey, ratify and con-
firm in said Della Van Lanningham her
heirs and assigns, all of the lands ly-
ing South or Sly. of said Pilar Acequia
as above mentioned.

To Have and To Hold, etc.
Louis L. Curtis,
Gertrude Curtis.

THE STATE OF TEXAS.) Before me, the under-
signed authority, a Notary Public in and
for El Paso County, Texas, on this day
personally appeared L.L. Curtis 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 consider-
ation therein expressed.
Given under my hand and seal of of-
fice this 18th day of July, A.D. 1913.
(Notl. Seal) C. H. Jones, Notary

Public, El Paso County, Texas.

THE STATE OF TEXAS.) Before me, the under-
signed authority, a Notary Public in an
for El Paso County, Texas, on this day
personally appeared Gertrude Curtis,
wife of L. L. Curtis, 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
fully explained to her, she, the said
Gertrude Curtis acknowledged such instr-
ument to be her act and deed, and declar-
ed that she had willingly signed the
same for the purposes and consideration
therein expressed, and that she did not
wish to retract it.
Given under my hand and seal of
office this 18th day of July, A.D. 1913
(Notl. Seal)
C. H. Jones, Notary Pub-
lic, El Paso County, Texas.

Delia Van Lanning-
ham and husband
J. W. Van Lanningham
and L. L. Curtis and
wife, Gertrude Curtis
Joseph Loewenstein

Warranty Deed
Dated May 15, 1913
Filed May 15, 1913
Bk. 227, p. 1
Consid: \$1785, paid
to

Field Notes of Survey made for
situated in the Ysleta Grant, be-
ginning at stake on line of Dr. Murphy
(Morford) the S. E. cor. of this Sur-
thence N. 46° 10' E. 25-1/10 vs. N. 67°
69' E. 38 3/10 vs. N. 41° 20' E. 21-7/10
vs. N. 25° 25' E. 20-9/10 vs. N. 3° 55'
E. 76-3/10 vs. along the center of Con-
tra Acquia to stake the H.E. cor. of
this survey; thence N. 57° 30' W. 321-
1/10 vs. along center of an acequia to
stake; thence S. 33° W. 165-3/10 vs.
along line of McKinney to stake on line
of Dr. Murphy (Morford) thence S. 57° 40'
E. 332-1/10 vs. along said line to the
beginning and contains 10 1/2 acres more
or less.

April 15th, 1913.

Surveyed by J. H. Tubank
Estimated by J. H. Tubank
Endorsed: Plat and field notes for

Do Grant, sell and convey land sit-
uated in the Ysleta Town Grant in El
Paso County, Texas and being described
as follows, to-wit: (Same property de-
scribed in field notes above) according
to survey made by J.H. Tubank on Apr.
15, 1913 the above tract of land being
a part of the same land conveyed to said
Delia Van Lanningham and L. L. Curtis by
H. B. Crawford and wife Nora Crawford
by deed dated Apr. 4, 1907, and duly
recorded in Bk. 102; p. 253, deed records
and is a part of the same tract conveyed
by said L. L. Curtis who was then a
single man to Mrs. Delia Van Lanningham
by deed dated Sept. 14, 1907, and duly
recorded in Bk. 117; pp. 293-296, deed
records, to which reference is here made
reference being here made to the record

of both of the above mentioned deeds
for a full and complete description of
said lands and said deeds so recorded
as aforesaid are here referred to and
made a part hereof and are in all things
to be construed in connection with the
description of the lands hereby conveyed
the said L. L. Curtis, and wife

Gertrude Curtis join in this deed from
said L. L. Curtis to Mrs. Delia Van
Lanningham so recorded as above and to
convey any and all interest which they
might have in and to the above described
lands to the said Joseph Loewenstein on
account of the indefinite boundary line
mentioned and described in said deed
from L. L. Curtis to Mrs. Delia Van
Lanningham and the deed from said Delia
Van Lanningham and husband to said L. L.
Curtis, recorded in Bk. 123; p. 319,
322, deed records.

The said Delia Van Lanningham and
husband J. W. Van Lanningham also convey-
ed by this deed a perpetual easement of
roadway beginning at the point of inter-
section of the roadway now running along
the Acequia Pilar on the northeast lien
of the land still owned by said Delia Van
Lanningham and running across the south
end of the lands retained by the said
Delia Van Lanningham along the Contra Ace-
quia now on the south end of said lands
to the lands hereby conveyed to the said
Joseph Loewenstein said roadway or ease-
ment to be for the use and benefit of
the owners of the property now owned by
said Delia Van Lanningham and of the lands
conveyed to the said Joseph Loewenstein
and which said roadway or easement shall
be 16 feet wide and shall at all times
be kept open and unobstructed for the
use and benefit of the Grantors and the
grantee herein, their heirs or assigns.

The said Delia Van Lanningham and
husband J. W. Van Lanningham covenant and
agree to and with the said Joseph Loewen-
stein that he shall have the right to use
any and all of the irrigation ditches
running through, around or upon the lands
hereby conveyed or the lands retained by
said Delia Van Lanningham for the purpose
of irrigation or obtaining water for ir-
rigation of the lands hereby conveyed.

Delia Van Lanningham
J. W. Van Lanningham
Louis L. Curtis
Gertrude Curtis

THE STATE OF TEXAS } Before me, C. H.
COUNTY OF EL PASO } a Notary Public in and for El Paso
County, Texas, on this day personally ap-
peared J. W. Van Lanningham and L. L. Curtis
known to me to be the persons whose names
are subscribed to the foregoing instru-
ment 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 15th day of May, A.D. 1913.
(Notl. Seal)
C. H. Jones,
Notary Public, El Paso County, Texas.

THE STATE OF TEXAS } Before me, C. H. Jones,
COUNTY OF EL PASO } a Notary Public in and for El Paso
County, Texas, on this day personally ap-
peared J. W. Van Lanningham and Mrs. De-
lia Van Lanningham, 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 Delia Van Lanningham, wife of the
said J. W. Van Lanningham, having been ex-
amined by me privately and apart from her
husband and having the same fully ex-
plained to her she the said Delia Van
Lanningham acknowledged such instrument
to be her act and deed, and she declared
that she had willingly signed the same
for the purposes and consideration there-
in expressed and that she did not wish
to retract it.

Given under my hand and seal
of office this 15th day of May, A.D. 1913.
(Notl. Seal)
C. H. Jones,
Notary Public, El Paso County, Texas.

THE STATE OF TEXAS } Before me, C. H. Jones
COUNTY OF EL PASO } a Notary Public in and for said State and
County, on this day personally appear-
ed Gertrude Curtis, wife of L. L. Curtis

known to me to be the person whose na-
is subscribed to the foregoing instru-
ment and having been examined by me pri-
vately and apart from her husband and hav-
ing the same fully explained to her, sh-
the said Gertrude Curtis acknowledged
such instrument to be to be her act and
deed, and she declared to me that she
had willingly signed the same for the
purposes and consideration therein ex-
pressed, and that she did not wish to
retract it.

Given under my hand and seal of
office, this the 15th day of May, A.D.
1913.
(Notl. Seal)
C. H. Jones
Notary Public, El Paso County, Texas.

WMCX

Joe Loewenstein
Vendor
Dated Dec. 12, 1919
Filed Jan. 13, 1920
Bk 342, P. 582
Consolidated of benefits to
America.

-----be derived from construction of irrigation works in vicinity of lands hereinafter described, and covenants hereinafter contained and \$1 paid, vendor agrees upon terms and conditions herein-after stipulated to sell and by good deed to convey to United States of America the following described real estate situated in El Paso County, Texas, to-wit:

A tract of land in the $\frac{1}{2}$ of the S.E. $\frac{1}{4}$ and the S.E. $\frac{1}{4}$ of the S.E. $\frac{1}{4}$ Section 23, Township 31 S. Range 6 E. United States Reclamation Service survey and Ysleta Grant and more particularly described as follows: Beginning at a point on the E. boundary of land of Essie Lee Payne, said point being the most southerly corner of land of vendor herein and most westerly corner of land of H.B. Crawford, and from which point the S.E. corner of said Section 23 bears S. 44.28' E. 1571.2 ft. thence along the property line between land of vendor herein and said Essie Lee Payne N. 56.59' W. 982.9 ft. to a point, being the most westerly corner of land of vendor herein and most southerly corner of land of Mrs. K.A. Gooch; thence along property line between land of vendor herein and said Mrs. K.A. Gooch N. 33.31' E. 60.0 ft.; thence S. 56.59' E. 823.8 ft. thence to the right along a 1502.7 ft. radius curve tangent to the last course a distance of 129.4 ft based on 100 ft. chord lengths, to a point on the property line between land of the vendor herein and said H.B. Crawford and the tangent to the curve at said point bears N. 52.03' W. thence along said property line S. 62.15' W. 62.3 ft. to point of beginning, said tract of land containing 1.29 acres, more or less; this land not being homestead property.

Vendor agrees to execute and deliver on demand of proper Government official at any time within continuance of this agreement, a Good deed of warranty conveying to United States Good title to said premises free of lien or incumbrance.

-----upon execution of such deed and signing of usual Government vouchers therefor, and approval it will cause to be paid to Vendor as full purchase price and full payment for damages of entry and operation of reclamation works the sum of \$129.00 Liens and encumbrances existing against said premises, but this provision not to be construed to authorize incurrence of any lien as against this agreement.

Vendor may retain possession of premises until Dec. 12, 1919, notwithstanding earlier delivery of deed, and may harvest and retain in crops thereon until Dec. 12, 1919, but proper Government officials may have unrestricted access thereto, to construct reclamation works, etc. thereon.

This agreement binds United States to purchase said premises immediately upon its approval, and shall terminate by limitation at expiration of 24 months from date, unless extended; and shall be binding on heirs of vendor and assigns of United States.

No member or delegate to Congress or other Government officer shall have any share of this agreement, but nothing herein contained shall be construed to extend to any incorporation where such contract is made.

Vendor warrants that no 3rd person has been obtained to secure this agreement; and agrees that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the United States, and the United States may retain to its own use any sums equal to amount of brokerage or percentage, or commission or any 3rd person. Provided however, that this covenant does not apply to selling of goods through commercial representative on commission basis.

Joe Loewenstein, Vendor
L.W. Lawson, for and on behalf of
the United States.

STATE OF TEXAS,) SS
COUNTY OF EL PASO) I, Geo.W. Hoadley, a
Notary Public in and for said County, in the state aforesaid, do hereby certify that Joe Loewenstein, who is personally known to me to be the person whose name is subscribed to the foregoing instrument

appeared before me this day in person, and acknowledged that he signed, sealed and delivered said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth, separate and apart from the contents of the foregoing instrument, and upon that examination did voluntarily sign, seal, and acknowledge the same without any coercion or compulsion.

Given under my hand and official seal this 12th day of December, 1919.
(Notarial Seal) Geo. W. Hoadley, Notary Public.

My commission expires June 1, 1921
Approved Dec. 8, 1919,
Morris Blen,
Assistant to the Director

AGP. D HS. Assistant to the Director

United States of America acting by Jesse E. Wilson, acting Secretary of the Interior, First Party and
Elephant Butte Water User's Association of New Mexico, a New Mexico corporation, and El Paso Valley Water User's Association, an Arizona corporation, Second Parties.

Recited: Second Parties are corporations organized for purposes mentioned in their articles of incorporation and by-laws, and have referred to and made a part hereof.

That lands situated 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 incorporation of said 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 let party shall construct said irrigation works and parties will take prompt action to secure determination by the Court of the relative rights of stockholders 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 10. of acres of land capable of irrigation by said water to be determined by Secretary of Interior, etc.

Provisions for payment of water

17
A G R R W N N
Dated June 26, 1921
Filed Aug. 16, 1921
Book 95, P. 157

rights. payment due by their shareholders and provides for collection 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 laws necessary to enforce collections same to be approved by Secretary of Interior.

Provides for rules by 2nd parties or 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 Association 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.

Seal of Interior)

Jesse H. Wilson. Acting Secretary of the Interior for and on behalf of the United States of America, Party of the first part

Elephant Butte Water Users Association of New Mexico

By H.B. Holt, President

El Paso Valley Water Users Association

By A. Courchesne, Secretary.

El Paso Valley Water Users Association, President, Parties of the Second Part.

STATE OF TEXAS, COUNTY OF EL PASO

I, Manuel J. Flores, a Notary Public in and for El Paso County, Texas, on this day personally appeared J. Courchesne, President of the El Paso Valley Water Users Association and H. 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 instrument, and severally acknowledged to me that they executed the same for the purposes and consideration therein expressed, and in the presence of the said El Paso Valley Water Users Association.

Given under my hand and seal of office, this, the 16th day of August, A.D. 1916.

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

El Paso Valley Water Users Association

#70 Equity Docket No. 1000, Western District of Texas, at El Paso

W. H. Austin et al

#11 of complaint filed March 30, 1915 against W. H. Austin.

L. L. Curtis, J. W. Van Zandt

John Doe, Jane Doe, Richard Roe, and Ellen Roe, complainant is an Arizona corporation, that defendants are citizens of Texas, and Western District of Texas or of some other state than Arizona, come Plaintiff is licensee with option to purchase of the (Franklin Irrigation Canal) constructed by El Paso County, organized about July 1889, which company made an appropriation of water from the Rio Grande of 333 cubic feet per second flow or made by incorporation and transferred to said El Paso Irrigation Company the title of which is in complainant under said lease such system and supplying water to land owners in Rio Grande Valley, El Paso County, Texas, that on or about January 23, 1906, Secretary of Interior appropriated under laws of Territory of New Mexico 750,000 acre feet per annum of water from Rio Grande undivided April 20, 1906 said Secretary appropriated all of the undivided portion of water of the Rio Grande for storage at Elephant Butte, under act of Congress and complainant was organized to enable its stockholders owners of land in Rio Grande Valley to contract with Secretary of the Interior and to receive benefit of such appropriation and storage of such waters that on or about June 27, 1906, complainant entered into a written contract with Secretary of Interior (See Ex. 95, page 157 for particular) whereby among other things this complainant was to determine the relative priority and extent of appropriation owned by its shareholders and others, that the appropriation first mentioned is reasonable worth more than \$5000 and said contract

is worth more than \$10,000 per annum complainant is informed and believes the above named debt, and each of them, of a 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 complainant or defendant at law, the matter in controversy exceeds a sum or value of five hundred dollars, and said suit is brought to remove cloud from your owner's title to the said waters of the Rio Grande, says that its right and title to said water be quieted, that the title of defendants herein stated are contrary to equity and that defendants show my relief prayed for, and that said defendants make a full disclosure of all matters according to their information and knowledge 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 subpoena duces tecum against them out of this court or other court, and to appear before this court, and to answer herein and to decide by such further orders and decrees as may be made against them.

I, John Doe, sworn to by complainant by its President and acting under its corporate seal, on March 30, 1912, before Notary Public, J. W. Van Zandt, signed for complainant.

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 to the generation however is so vague that it is impossible to locate the lands conveyed, these deeds are;

Spanish Grant, to Greg. Guzman do Josefa recorded in 287, p. 339 dated May 19, 1882 and filed Oct. 10, 1917.

San Jose Ballie et al to Ignacio Ballie the donors heron of nothing to be the holder at law of Dry Mountain de Josefa conveyed 205,000 acres dated Jan. 19, 1911, filed Oct. 4, 1917 recorded in 313, p. 347.

Ignacio Ballie to Elizabeth C. Heron conveying the same property conveyed to heron, dated Jan 29, 1915, filed Feb 25, 1915, recorded in 335, p. 349.

W. J. S. 332 Certified copy of measurements of above mentioned Grant made by order of Vice Roy Governor and Captain General of New Spain Nov 12, 1796, using a cord 50 yrs. long beginning on West bank of Rio Grande del Norte 23 cordeladas N. of church of Jesus, from this point 100 cordeladas in direction of S. E. in a straight line to W. bank of Rio del Norte, thence across to West bank of and connecting to measure of point directly opposite the cordeladas to the West, thence in a Northerly direction 2000 cordeladas parallel with margin of the river, thence in a straight line of West bank of river opposite point of beginning to corner 20 leagues on the West side of said river and 20 leagues on the East side of said river, filed Nov 24, 1917.

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 authority and of land granted by said authorities to said Towns and Villages, which bill was passed by the Senate on May 26, 1915 and by the House on May 26, 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 Session of Legislature and a Certified copy is in this office should the same be desired to be consulted in the meantime.

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: 10½ acres in Ysleta in name of Joseph Lowenstein being out of a 46.2 acres conveyed to Delia Van Lanningham and L. I. Curtis by H. E. Crawford et ux April 4, 1907, conveyed to Crawford by W. R. Billingsley Feb. 19, 1906, said 46.2 acres out of two tracts of 39.40 acres and 18.62 acres conveyed to Billingsley by C. E. Gaugh and wife Dec. 22, 1903, 18.62 acres conveyed to Gaugh by Jos. Blanchard, Feb. 9, 1899 39.40 acres conveyed to Gaugh by R. A. Phillips Apr. 9, 1900, 39.40 acres conveyed to Gaugh and Phillips by John Denniston June 18, 1894, conveyed to Denniston by Ysabel Blanchard Jan. 3, 1888, said two tracts of land conveyed to Ward B. Blanchard by the Corp. of Ysleta July 31, 1892, and partitioned in his will to Ward B. Blanchard and Ysabel Blanchard

Except the following, to-wit:

For the year	\$
For the year	\$
For the year	\$
For the year	\$
For the year	\$
For the year	\$
For the year	\$

W. J. S. 332
is closing 1917

Witness my hand and official seal at El Paso, Texas, this 13 day of May 1917

Collector of Taxes of the County of El Paso, Texas.
By W. J. S. 332 Deputy.

This is to certify that the foregoing Abstract, numbered 19035, 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 liens thereon together with certificates of the county and city collectors of taxes as to taxes due on said real estate, but we will not be responsible for errors, if any, in said tax collector's certificates.)

For scope of search, see caption.

However, we do not certify to conflicts of title or boundary, if any, not made apparent by maps and deeds of record in County Clerk's office.

In witness whereof the Pioneer Abstract and Guarantee Title Company has herunto subscribed its name by its President and affixed its corporate seal on this 20th day of May, 1920 at 8 o'clock a.m.

PIONEER ABSTRACT AND GUARANTEE TITLE CO.
Per W. J. S. 332 Manager.

U.S. Regulations to
Issue water rights.

CONTINUED COPY
Dated Dec. 24,
1915. Filed Nov.
20, 1916, bk.291
p. 21.

Pursuant to the provisions of the
Act of Congress approved Aug. 24, 1911
(37 Stat. 1, 497) I hereby certify that
the annexed papers constitute full, true
and correct copies of the original
documents relative to issuance of final water
rights certificates under the act of
June 17, 1902, (32 Stat. 338) 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
affixed on the day and year first above
written.

(Seal of the Department of Interior)
Will H. Hall,
Acting Director.

DIRECTOR OF THE UNITED STATES
RECLAMATION SERVICE,
WASHINGTON, July 2, 1913.

Regulations relative to issuance
of final water rights certificates
under the act of June 17, 1902, (32
Stat. 338) and acts amendatory thereto
and supplementary thereto.

1. In all cases of application
for final water rights certificates to
lands in private ownership and in case
of homestead entries made prior to the
location of the land, the applicant shall
make affidavit corroborated by a crowd
of witnesses to the effect that he is
the owner in fee simple of the land
for which water right application has
been made and for which certificate is
sought or has made and accepted same.
Proof in case of such homestead entry
shall be in evidence in the respective
cases under which application for
final water rights certificates is made.

2. The project number upon the
filing of such affidavit shall govern
as to the same and it is the duty of
the Reclamation Service to have
all statutory requirements here set

right certificates as provided by the
Regulation approved Feb 6, 1911, as
amended Jan. 21, 1913.

3. Where application is made for
final water right certificates for lands
in private ownership or for homestead
entries made prior to the Reclamation
act on parcel payment of the full
charge payment to and under the act of
Aug. 2, 1912 (32 Stat. 365) the applicant
shall in addition to the filing of
said affidavit furnish abstract of
title of lands for which water right
certificates is asked, which abstract
of title shall subsequently be extended
to show recording of any instrument
necessary to show good title in the ap-
plicant and to show the final water
right certificate when issued and re-
corded. The applicant shall also de-
posit with the project manager the fees
required for recording said final water
rights certificate and upon issuance of
the final water right certificate extend-
ing 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
of title to cover the same.

4. Whereas it appears in the ab-
stract of title so filed that any lien
of liens or encumbrances of any kind
or rights certificate on the land, final wa-
ter rights certificate shall not issue
until the applicant for such final water
rights certificate has procured from the
holder all of such liens and encumbrances
a coupon duly executed and returned, and
shall be the effect that the applicant
so held shall be subsequent and inferior
to the lien to the United States as pro-
vided for and in the final water right
certificate for which water right cer-
tificate is made and the abstract shall be
extended to cover all such liens and en-
cumbrances so filed.

July 2, 1913
Franklin C. Cole
Approved A. C. Cole

Secretary (Seal)

Board of Commissioners } DATE FINAL 1913
-to- } Date Nov. 10, 1913
United States of } Filed Nov. 19, 1913
America } Book 327, page 376

Whereas, the United States of America
is engaged in the construction of a cer-
tain irrigation system known as the Rio
Grande Project for the irrigation of arid
lands, among others certain of such lands
situated in the county of El Paso, State
of Texas, in pursuance of the Act of Con-
gress of June 17th, 1902 (32 Stat. 338) and
supplemental thereto known as the Recla-
mation law.

Whereas, it will require for this pur-
pose numerous strips and parcels of land
situated in the said county of El Paso,
title to which passed by sundry land trans-
fers when said county was under the jurisdic-
tion of the Republic of Mexico.

Whereas, the original deed or allot-
ments to the individual settlers within
the limits of said grants have in many
cases have been lost or destroyed and have
not been recorded so it cannot now be de-
finitely known whether such individual
deeds or allotments were ever made by com-
petent authority or by the corporation
representing the various towns or settle-
ments.

Whereas, the powers vested by law in the
various towns or corporations represent-
ing the several land grants in trust for
the inhabitants have been vested in the
Board of County Commissioners.

Whereas, it would be of great benefit to
the settlers in the several grant through
which said reclamation works are to be
constructed to have said system constructed
and put into operation.

Now therefore, for and in consideration
of the premises, and acting herein in pur-
suance of a resolution duly considered and
passed by said body, does hereby remise,
release and forever quit claim all the
right, title and interest of the said coun-
ty of El Paso, in or to any strip, piece or

parcel of land lying and being situate
within the said county,

327/376-2

which the United States is now occupying
and using, or which it may hereafter oc-
cupy and use, for any canal, ditch, lateral
drain or any other work constructed or to
be used in the construction or operation
of said irrigation system in the said
County of El Paso, except such parts there-
of as may be used for public purposes as
fully and completely as it can or may do
in pursuance of the authority aforesaid,
reserving, however, the right of any set-
tler upon said land, to demand and have
a deed from the court by reason of such
settlement or compliance with the law
in that respect provided that if it be
shown that the occupant of any such land,
strip or parcel of land has occupied and
used the same under claim of ownership
during the statutory period of limitation
and that the United States so far as the
Board of Commissioners can convey the same
(SEAL)
Board of Commissioners

El Paso County, Texas.
By T. J. McClinton, by
Judge.

STATE OF TEXAS, I HEREBY CERTIFY, P. C. Foley
COUNTY OF EL PASO, to the effect that within
and for said state and county, on this
day personally appeared T. J. McClinton,
County Judge of the County of El Paso,
Texas and known to me to be the person
whose name is subscribed to the foregoing
instrument as such County Judge and he
acknowledged to me that he signed the
name of the Board of Commissioners of
said county to said instrument by the
authority and for the purposes and con-
siderations therein stated; and that the
said Board of Commissioners, through him
as its agent, therewith duly authorized,
executed said instrument for the purposes
and consideration therein expressed,
Given under my hand and seal of of-
fice this 18th day of November 1913.
(Seal)
P. C. Foley, County
Judge in and for El Paso County, Texas.
My Commission expires June 1st, 1915.