THE STATE OF TEXAS, COUNTY OF EL PASO.

Iknow all men by these presents:

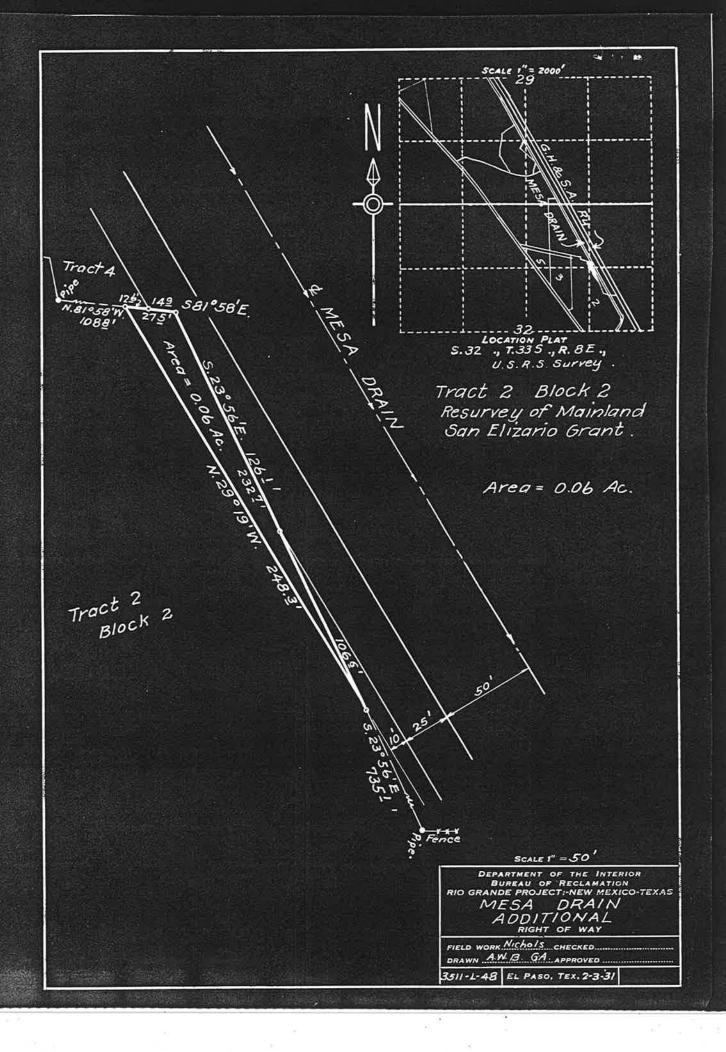
Bud Welson and Rtbel Relson

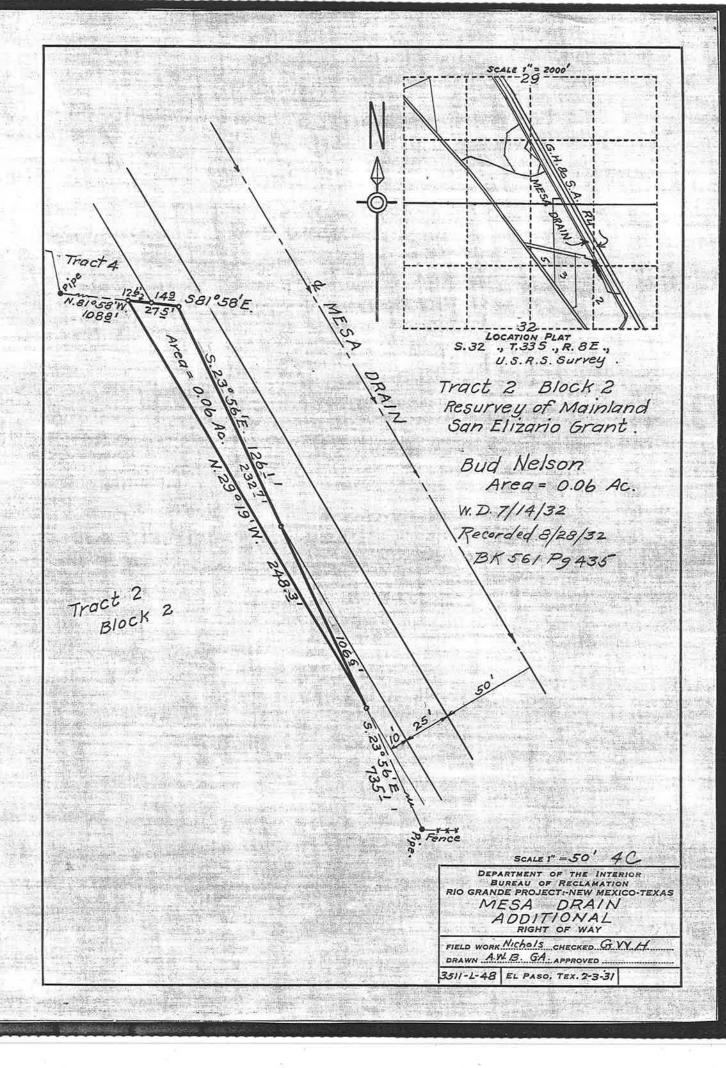
of the County		(\$391.	.00)					<i>DOLLARS</i>
		(8)	350		100 000 0			
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to them	in hand pa	nd by	THE CHANGE	tates of am	rica			
					the receip	t of which i	's hereby a	cknowledged
ha ve	Granted, Sold	and Conver	yed, and by	these presents	do gr	ant, Sell and	d Convey 1	into the said
UNITE	ed states of	AMRICA		(9)				
Shike Green	KR/K		and		of a		, all	that certain
tract or parce	l of land, lying	in the Coun	ity of El Pas	so and State o	f Texas at	nd more pa	rticularly	described as
follows, to-wi	it: tracts of le					/#		
Tract Block two	ly described No. 1 - Begin (2), of said	as follo ming at official	County Cle ws: a point or resurvey	of the Main	County ar St uces Tr Land San	acts one	(1) and 1	(2)
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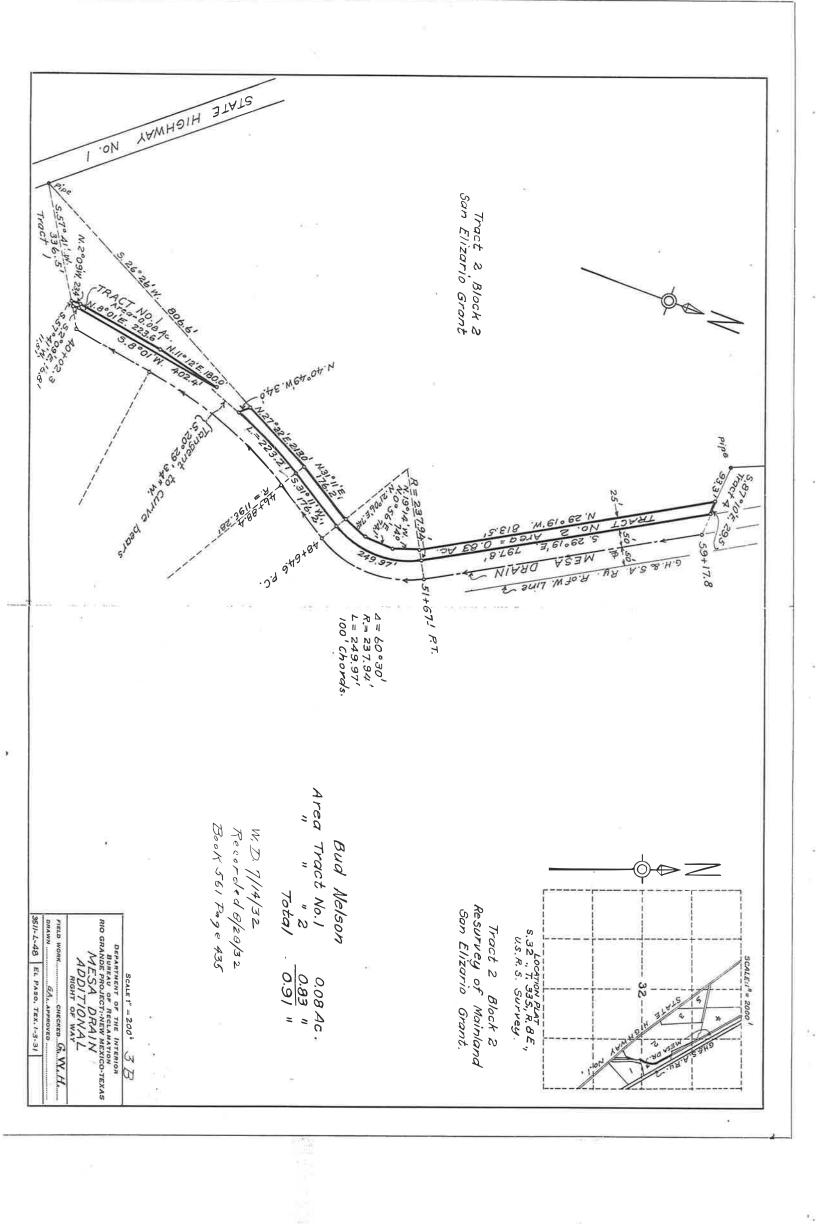
Filed for Record the 24th day ofAug	Warranty Deed	THE UNITED STATES OF AMERICA	TO	EHTLE NELSON	11
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Clerk County Court, El Paso County, Texas.					8.
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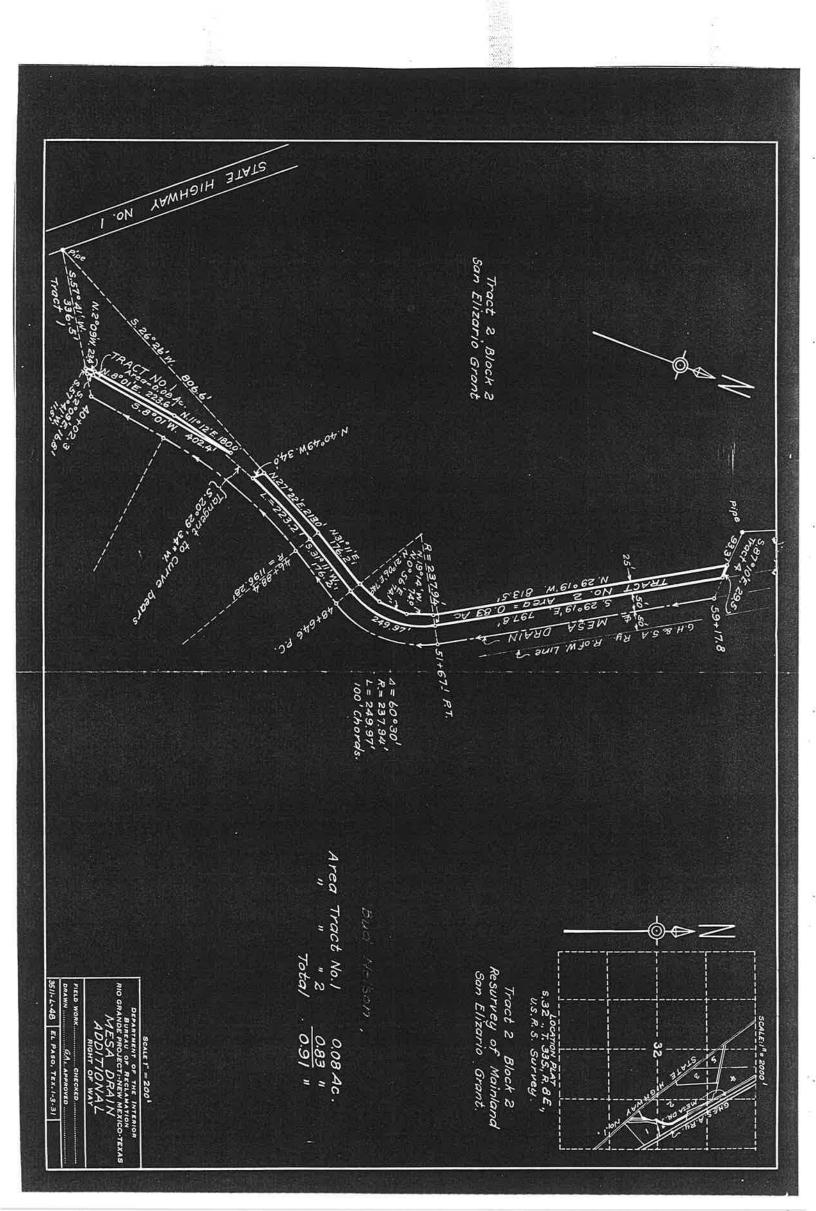
between said tracts one (1) and two (2) Block two (2) eleven and five tenths (11.5) feet to the point of beginning, said tract of land containing eight one-hundredths (0.08) of an acre more or less, althous shows our plant authorities to an acre more or less, althous shows our plant authorities to an acre more or less, althous shows our plant authorities and acre more or less, althous shows our plant authorities and acre more or less, althous shows our plant authorities and acre more or less, although the shows our plant authorities and five tenths (11.5) feet to the point of beginning, said tract of land containing eight one-hundred the containing eight on eight of eight on eight of eight on eight of eight on eight on eight on eight of eight on eight on eight of eight on eight of eight on eight of eight on eight on eight of eight on eight on eight of eight of

Tract No. 2 - Beginning at the point of intersection of the most southerly line between tracts two (2) and four (4) Block two (2) of the official resurvey of the Mainland San Elizario Grant with the westerly right of way line of the Mesa Drainage Canal, which is the property of the United States, and from which point an iron pipe bears North eighty-seven degrees (87°) ten minutes (10') East one hundred twenty-two and eight tenths (122.8) feet; thence along the said westerly right of way line of the Mesa Drainage Canal, South twentynine degrees (29°) nineteen minutes (19') East seven hundred ninety-seven and eight tenths (797.8) feet; thence to the right along a curve of two hundred thirty-seven and ninety-four hundredths (237.94) feet radius, two hundred fortynine and ninety-seven hundredths (249.97) feet measured on one hundred (100) feet chords; thence South thirty-one degrees (31°) eleven minutes (11°) West along said right of way of the Mesa Drainage Canal one hundred seventy-six and two tenths (176.2) feet; thence to the left along a curve having a radius of one thousand one hundred ninety-six and twenty-eight hundredths (1196.28) feet a distance of two hundred twenty-three and two tenths (223.2) feet measured on one hundred (100) feet chords, to a point, the tangent to the curve at said point bears South twenty degrees (20°) twenty-nine minutes (29') thirty-four seconds (34") West; thence North forty degrees (40°) forty-nine minutes (491) West thirty-four and no tenths (34.0) feet to a point from which an iron pipe at the intersection of the line between Tracts one (1) and two (2) Block two (2) of the official resurvey of the Mainland San Elizario Grant, and the northeasterly right of way line of State Highway No. 1 bears South twenty-six degrees (26°) twenty-six minutes (26°) West eight hundred six and six tenths (806.6) feet; thence North twenty-seven degrees (27°) twenty-two mimites (22°) East two hundred thirteen and no tenths (213.0) feet; thence North thirty-one degrees (31°) eleven minutes (11') East one hundred seventy-six and two tenths (176.2) feet; thence North twenty-one degrees (210) six minutes (061) East seventyfour and no tenths (74.0) feet; thence North no degrees (00°) fifty-six minutes (56') East seventy-four and one tenth (74.1) feet; thence North nineteen degrees (19°) fourteen minutes (14!) West seventy-four and no tenths (74.0) feet: thence North twenty-nine degrees (29°) nineteen minutes (19') West eight hundred thirteen and five tenths (813.5) feet to a point on the line between Tracts two (2) and four (4) Block two (2) of the official resurvey of the Mainland San Eliz aris Grant; thence South eighty-seven degrees (87°) ten minutes (10') East along said line twenty-nine and five tenths (29.5) feet to the point of beginning, said tract of land containing eighty-three hundredths (0.83) of an acre, more or less, anthrexammental plates that have delivered by the contract of the contract Tract No. 3 - Beginning at a point on the line between Tracts two (2) and four (4), Block two (2) of the official resurvey of the Mainland San Elizario Grant and from which point an iron pipe at the most series (23°) fifty-six Tract four (4) Block four (4) bears South twenty-three degrees (23°) fifty-six Grant and from which point an iron pipe at the most southwesterly corner of









Was.

DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION

.....IRRIGATION PROJECT

LAND PURCHASE CONTRACT

This Contract, made this day of Pottary , 193 , in pursuance of the act of June 17, 1902 (32 Stat., 388), and acts amendatory thereof or supplementary thereto between the UNITED STATES OF AMERICA, hereinafter styled the United States, by represented by the contracting of the con

, Superintendent, Buseauwikkeelamering; thereto, Addy and Asia, and Asia subject to the approval of the approper assoperoisory officer thereof, and Asia Relates

and Ethel Selson

, his wife, hereinafter styled Vendor,

of , County of , State of

2. Witnesseth, That for and in consideration of the mutual agreements herein contained, the parties hereto do covenant and agree as follows:

3. The Vendor shall sell and by good and sufficient

(General warranty, covenant against grantor, or quitclaim)

PERSONAL WINDSHIPS

convey to United States, free of lien or encumbrance, the following-described real estate which is

h property, situated in the County of

State of two trants of 1050 lying Afficients in 51 has foresty, forms, and in the fact that the first light has 1 light light

¹ Strike out clause regarding approval of supervisory officer if not applicable

6-8069

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 Vendor hereby releases the United States from all liability

due to the failure of Congress to make such appropriation.

11. The Vendor warrants that the Vendor has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business with others than the Government.

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

(35 Stat., 1109).

In witness whereof the parties have hereto signed their names the day and year first above written.

Witnesses:	THE UNITED STATES OF AMERICA, By Superintendent, Bureau of Reclamation.
P. O. Address	
P. O. Address	Vendor.
P. O. Address	Vendor.
P. O. Address	Vendor. P. O. Address
Approved:	
(Date), 193	E. chris

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF TOTAL)
COUNTY OF		
		, a Notary Public
in and for said county, in the	e State aforesaid, de	do hereby certify that
Bud Melson	and Ethel Hele	son, his wife
sealed, and delivered said ins purposes therein set forth. (b) I further certify that separate and apart from her	trument of writing I did examine the husband, and expla	be the person whose name subscribed to s day in person and acknowledged that the sign as the free and voluntary act, for the uses a said what he said ained to her the contents of the foregoing instrument at voluntarily sign, seal, and acknowledge the same with to retract the same
		s 11th day of February , 198
[CEAT]		
My commission expires	6/1-193	Notary Public in and for El Faso County, Texas
11:22 o'clock A.M., and o'clock P.M., in the Desc Witness my hand and	ifice, on the l duly recorded to d Records of sa seel of the Cou and year last a	Ind for said County, do hereby certify that the its certificate of authentication, was leth day of February, A.D. 1931, at the loth day of March A.D. 1931 at 1:14 aid County, in Volume 545, page 13. Inty Court of said County, at office in above written. W. D. Greet, County Clerk, By: A.A.Osborne, Deputy.
tract made by me, personally,	W1111	
advantage corruptly to the sai	id ne papers accompan	Tying include all those relating to the said contract
Subscribed and sworn to b	efore me at	Bureau of Reclamation.
		day of, A. D. 193
[OFFICIAL SEAL]	My commission	expires6—8068

FEES \$_ No. 62/69-RECEIVED FOR RECORD THE FOLLOWING INSTRUMENT: 430 Rh. BY W. D. GREET, COUNTY CLERK EL PASO, TEXAS_ 193

DEPARTMENT OF THE INTERIOR

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at 1 to put, if any, and a copy of this form, and forwards the remaining poners for consideration in the order indicates	og thrown in the
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IN RE CONTRACT, and bond, if any, relating to above-named project, dated _Feb.	11,1931
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amount involved, \$ 391.00 authority No. or clearing account purpose Purchase of land delice controls.	His 157 (715)
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Notice of execution of contract to be given Chief Engineer at Denver, Sur	erintend-
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(b) auquel is required in connection with a contract under subparagraph (a), five (5) impressions shall be made, to a	H; (e) children
(a) crays for superintendent, or engineer in charge of second Lives estate has a tre case may Date (b) copy for contract the superintendent of engineer in charge of second Lives estate has a tre case may Date (b) copy for c	initial children
1. On this date the above-described contract was executed (or) passed, and	bond if
any, approved (or) passed, by this office, and transmitted to district counsel	for legal
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Exercise to their consequences of the state	See to Dobyer
commissioner, and (b) reprise Denver office. Blace El Base Texas Deta Bob 12	1007
	1991.
2. On this date the above-described contract, with bond, if any, was given	legal
approval by this office, and transmitted to the Rio Grande project	office.
insten, there shall be prepared original and six copies (some include the counsel, (a) copy for Denver office on the charge of secondary investigations, as the case me, be (c) copy for character counsel, (d) copy for Denver office on the charge of secondary investigations, as the case me, be (c) copy in character counsel, (d) copy for Denver office of the character of secondary investigations, as	State (v) Anna
Instern, there shall be prepared original and six copies (some in the transfer transfer transfer transfer to District "C	ounsel.
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signed on behalf of the United States only by the officer who makes it effective: All plants in the form and by distributed as a second execut as to contracts made by distributed.	ack interactions

Commissioner.

CERTIFICATE OF POSSESSION

I HERENY CERTIFY that I have personally examined the land described in attached land purchase contract dated February 11, 1931, between The United States of America, and Bud Helson and Ethel Melson, and that the proposed granters are in actual, sole and exclusive possession of the land proposed to be conveyed, claiming to be the owners thereof, and no person claiming a right in such land adversa to the proposed granters is in possession of any part of it.

Dated at El Paso, Texas, this 13th day of February, 1931.

Right of Way Agent

CERTIFICATE BY PROJECT SUPERINTENDENT

I hereby certify that the land described in attached land purchase contract dated February 11. 1931, between The United States of America and Bud Nelson and Ethel Nelson, is required for purposes anthorized by the Act of June 17. 1902 (32 Stat., 358) namely, as right of way for the El Fasc Valley Hesa Brain, a part of the Rio Grande Federal Irrigation Project; that the consideration to be paid thereunder, namely, \$395.00, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

Dated at M Paso, Texas, this 13th day of Pebruary, 1931.

L.R.Flock
Superintendent
Sureau of Reclaration

Form 7-281 (Revised Dec., 1920) (Reprint July, 1923)

A CONTRACT

DEPARTMENT OF THE INTERIOR BUREAU OF RECLAMATION

followeg:

Bio Granda ... IRRIGATION PROJECT

In Charge of Negotiations

REPORT ON LAND PURCHASE CONTRACT

(SEE PAGES 251-267, VOL. I, OF MANUAL)

INFORMATION relating to land purchase contract made

95 63924 GT 6993

February 11, 1931

rists of 180, whoma

, with

Bud Helson and Ethel Belgon, his wife

1. State purpose for which the land is required.

To widen and deepen the El Paso Valley Mesa Drain THE MICHARIST OF ADS 1998 ALLI

Geo. Ecoliar

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

10. State fally any other angula and a containing 0.08 vote and a containing to containing the containing Tract #2 containing 0.06 acre. Sally described in San'on contract on has been

3. 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 has been issued.

No public lands in Texas

angul agunca ya mamutyu Gena'i

4. State names of the owners, post-office addresses, and county and State of residence. Give names of wives and husbands, as the case may be; if unmarried, widow, or widower, so state. 8. 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.

Bud Nelson, Pabens, Texas Ethel Welson.

5. 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 such lease, the date the tenant is to give up possession, and state clearly whether any arrangement has been made with the tenant for the disposition of his affected interest.

Til Owner in pessession 144 confeet

classes of land.

7. State how much of the land is under cultivation, to what kind of crops, with area of each crop culti-gated, and how much is not cultivated but is capable of being brought under cultivation, as well as the general gation district, on other soldeness distribution and kind of improvements, if any. Give a detailed estimate of the value g. State sheether land is amplest to night of was particular of courtact with mater issues, association, inti-

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the agreement are nec	essary for the p	ublic service, and tha	t the prices charg	ed are just and reasonabl	le.
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519 First National Bank Bldgl, El Paso, Texas,

September 1, 1952.

From: District Counsel

To: Superintendent, El Paso, Texas

Subjects Acquisition of Land - Opinion of Title of Land described in contract dated February 11, 1981, with Bud Nelson and Ethel Welson, husband and wife; Area, 5 tracts containing a total of .97 acre; Consideration, \$591.00; for widening and deepening El Paso Valley Mesa Drain - Rio Grands Project.

1. Satisfactory title to the real property described in the above-mentioned land purchase contract is found to be vested in the United States free and clear of liens and encumbrances, as shown by recorded werranty deed dated July 14, 1952, from Bud Nelson and Ethel Nelson, his wife, to the United States and by cartificate of guarantee of title No. 7 1274 dated August 26, 1952, of the New York Title & Mortgage Co. of Texas issued through Pienser Abstract & Guarantee Title Co., El Paso, Texas, their No. 8217.

- 2. Taxes become a lien in Terms on the first of the year but in this case the land was occupied by the United States under purchase contract dated February 11, 1981, and I am advised that this land will not be included for state and county taxes or for irrigation district essessments for 1982, and taxes and assessments for all prior years have been paid.
- E. The consideration of \$391.00 named in the above-mentioned contract may accordingly be paid to the contractors, End Nelson and Ethal Nelson, as provided therein, there being no deductions, and the check drawn in their favor should be mailed to them in care of Pionear Abstract & Guarantee Title Company, Bessett Tower, El Paso, Texas.
- 4. The original and two copies of the recorded deed and certificate of guarantee of title are transmitted herewith; the original contract, bearing symbol No. ILET-500, has already been forwarded.

co - Commissioner, C. E., Denver H. J. S. Dovrtes

Fabens, Texas.
June 16, 1932.

United States Reclamation Service, El Paso, Texas.

Gentlemen:

Regarding the purchase price of certain lands which we are selling to you, you are hereby authorized to turn over said moneys to the State National Bank of El Paso, Texas, for the benefit of the Federal Land Bank of Houston, Texas; and any surplus, if any, to be paid over to us, and we do hereby authorize you to execute check in our favor and deliver the same to the Pioneer Abstract & Guarantee Title Company, for said surplus.

Obstatus his de to amount of the contract of t

Very truly yours,

Bud Nelson.

515 First Estional Bank Bldg., El Paso, Teran, May 25, 1951.

Er. Bud Molson and Sthel Helson, Fabens, Torne.

Dear Sir and Madama

Reference is made to three land purchase contracts between the United States and yourselves for the acquisition of .08 acro. .83 acro and .06 acro out of Tract 2 Block 2, San Elisario Grant, El Paso County.

We are now in receipt of report from the Pinneer Abstract & Companies Tible Company describing certain record defects, liens and other matters which will have to be cleared up before the transaction can be alosed, a copy of which so transmit for your information with the suggestion that you get these various liens released so that a clear title may be guaranteed in the United States and payment made accordingly.

The first three pages refer to the land involved in all of the contracts and the last page describes the additional steps to be taken to clear up the title as to the able acre tract.

Yory truly yours.

H. J. S. Devrice, District Counsel.

PIONEER ABSTRACT & GUARANTEE TITLE CO.

EL PASO, TEXAS

TITLE DEPARTMENT

PRELIMINARY OPINION May 23, 1931,

IN REPLY PLEASE REFER TO

No_ 8217-

EXAMINER BES (NO.

TO Bureau of Reclamation Service.

Toltec Club Building,
El Paso, Texas, (Att: Mr. H. J. S. Devries, Dist. Counsel)

IN RE: land purchase from Bud Welson,

PROPERTY.06 of an acre out of Tr.2, Blk.2, San Elizario Grant, El Paso County, Texas, fully set out in contract between Nelson and U.S.A. recorded in Bk 545, page 13, Deed Records, and here referred to for full description.

INSTRUMENTS EXAMINED: NONe,

RECORD TITLE IN: BUD NELSON, and wife, ETHEL NELSON.

SUBJECT TO:

Tax certificate not yet received, but we will report later the condition of taxes. We have not yet been advised as to the condition of water charges, but will advise you later also if there are any delinquencies in this connection.

PAVING. None.

A Deed of Trust dated February 7, 1923, of record in Book 150, page 238, Deed of Trust Necords, from A. Filleman, and wife, Regina Filleman, to M.H. Cossett, Trustee for The Federal Land Bank of Houston, securing the payment of one promissory note of even date therewith for \$2500.00 signed by Filleman and wife, and payable to The Federal Land Bank of Houston in 69 semi-annual payments unless sconer matured by extra payments on account of principal as provided therein, bearing 5% interest per annum, payable semi-annually.

A Vendor's Lien, retained in the Warranty Deed dated April 27, 1925, of record in Book 442, page 327, Deed Records, from Bud Melson, and wife, Ethel Melson to J. W. McClain, securing the payment of the unpaid balance of \$2000.00 owing on a certain note executed by Bud Melson, and wife, Ethel Melson, and payable to The Federal Land Bank of Houston; and also securing the payment of the unpaid belance of \$2475.00 owing and unpaid on a certain Federal Farm Loan dated February 7, 1923, executed by Filleman, and wife, and payable to The Federal Land Bank of Houston, and hereinabove described; also securing the payment of nine promissory

notes of even sete with said deed, signed by J. a. "colein, and wife, isobella "colain, payable to Bud belson as follows: Sos.1, 2, 3, a, for alboard each, tos.6, b, and 7, for 3000.00 each, and 10.0, for 2000. See as a backet deed for let, 1810, 1927, 1818, 1810, 1830, 1831, 1833, and 1833 record lvely, att. inter at from formary 1st, 1828, at the see if a street street annual, and one attern 1600. Of aviable if a cold due famour 1st, 1820, and interest from attritual to be eaf of the sed accolerating materialy clauses, seighten attritual to be each of the sed accolerating materialy clauses, seighten each local for local for local, and darmary Sl, 1825, due sed conter 1st, 1825, 180, 1927, and 1826, a ted darmary Sl, 1825, due sed conter 1st, 1825, 180, 1927, and 1826, a contextively/executed by sustin forter limits, and republe to a fillemen, but subsequent to mid deed, rates one 1, 2, and 3, of the series were released, and loss, 4, 6, and 6, were tree fored to socie's finance for 1 and 6 and 1 a

By transfer deted Fovember 8, 1925, End I sison, sold, assigned, transferred and delivorse makes too. 1, 2, 5, and 4,for ,1500.00 each, signed by Woolsin, and with, and pay ble to tolsen, tagether with the lien socuring the same to 1. V. beebe, which transfer is of record in Book -56, maps 178, of the beed hacomis, of it associately Taxas.

By instrument of record in book 420, page 82, Deed Records, dated March 23, 1916, the Myers Company, a copartnership acting by and through W. M. L. Birney principal officer, executed a transfer of as indebtodness of \$2000.00 to the corle's Finance & Thrift Company, and also at a belson, in which transfer it was recited that said three notes when transferred to he here contains an example to secure the payment of the indebt, ness to call company of \$1000.00 and the indebtedness transferred to the hoopie's Finance? Thrift Company, and the \$2.000.00 note and the \$1400.00 note sere released by Bud belson, by instrument of record in Book 400, page 85, bf the beed decords, of 1 and Company, Toxas.

On April W., 1988. J. W. McClain, and wife. Teabella foliain gave a deed of trust to Cyrus . Jones. Trustee for Bud Pelson, for the purpose of securing the seyment of four notes for 1800. We saoh, tures notes for \$2000.00 each, and one note for \$2000.00, and not a for \$1400.00 set that in the deed from Lelson to McClain above referred to and set out.

The or perty was re-conveyed by McClain and mire, to clasm on January 20, 1822, and an March 22, 1828, bud Relson and wire, Ethel Relson, excessed a dead of trust wich is of record in book 181, page 226, of the each of frust secords, to John L. Andreas, Trustee for the People's Finance of Frift Company, to secure payment of 21 registery notes of even date therewith, agreegating (270,00 algored by Jud Relson and attel relson, and mayable to "sople's Finance & Turift Company, as follows: 1. for 1850.00, %, for \$5,000 both due 1 year after date; hos. 5, 7, and 1, for 22,000 ench, all due 2 years after date; for 1850.00 due 2 years after date; s. 10, 11 and 18, for 200.00 each, due 4 years after sate; mus. 13 to 50, but hinchaive, for 1800.00 each, and reason the continual year after date, all bearing 1 interest for anomal self a correct clauses, and it does not trust was executed for the curpole of laking up, a tendlar for remaining actual tenders, and it does not be completed finance for first Company, as hereicakere sharped also for the purpose of taking up and also for the purpose of taking up and paying off all those three ties for 4000.00 each, executed by J. . Toolein, and payode to lud alson.

In the deed from McClain to Helson, helson, especed \$2000.00 caing to Federal Land Bank of Louiston, so sell as balance due in the Filleman loan from The Federal Land Bank. Se are unable to ancertain what the \$2000.00 loan of bud welson to Federal Land Bank is and a sld like to be advised in this consection.

An abstract of judgment of record in Book V. pare 465, Abstract of Judgment Record, of the Poso Sounty, Yesas, growing out of cause to 700, Judited of the Jeace Court, Precinct Lo.1, Youfman County, Lefore 5. A. Wellor, Justice of the leade, which cause is styled litizens bational bank to fourther, vg. bud leisen, which judgment is for the sum of 156.74 with interest from July 10, 1800, at the rate of 106 per aboun, and 43.65 casts, which judgment is of feet d in bk.18, page 7, of the record a of said of re.

(C/8217-- 4)

On April 2, 1914, John M. Wyatt, k, executed a marranty Decoof record in Book 251 page 317, Deed Records, covering four tracts of land in the San Elizario Grant, El Paso County, Texas, in which deed it was recited that the consideration was paid and to be paid by J. F. Primm, but the granting clause in said deed was to Edgar W. Mayser, and the habendem and warranty clauses were to J. F. Primm. Subsequently J. F. Primm re-conveyed the said land to John M. Wyatt, but there is no conveyance of record from Edgar W. Mayser. We will require a deed from Edgar W. Mayser divesting any interest be might have acquired under and by virtue of said deed.

A Deed of Trust dated February 12, 1929, of record in Book 210; page 200, Beed of Trust Becords, from Bud Nelson, and wife, Athel Relson to M.H.Gossett, Trustee for The Federal Land Bank of Bouston, securing the payment of one note for \$2000.00 with interest at the rate of 5% per annum, payable semi-annually, conditioned for the payment of seid note and interest in 40 semi-annual payments unless sconer matured by extra payment on account of principal as therein provided.

Very truly yours,

Belchwarders.

HES:MF.

PIONEER ABSTRACT & GUARANTEE TITLE CO.

EL PASO, TEXAS

TITLE DEPARTMENT

PRELIMINARY OPINION May 23, 1931,

IN REPLY PLEASE REFER TO

No. 8217-

EXAMINER BES:MF.

Bureau of Reclamation Service, TO_

> Toltec Club Building, El Paso, Texas, (Att: Mr. H. J. S. Devries, Dist.Counsel)

land purchase from Bud Welson, IN RE:

PROPERTY: . 08 of an acre out of Tr.2, Blk.2, San Edizario Grant, El Paso County, Texas, fully set out in contract between Nelson and U. S. A. recorded in Bk.545 page 13, Deed Records, and here referred to for full description. INSTRUMENTS EXAMINED: None,

RECORD TITLE IN: BUD NELSON, and wife, ETHEL NELSON,

SUBJECT TO:

Tax certificate not yet received, but we will report later the condition TAXES: of taxes. We have not yet been advised as to the condition of water charges, but will advise you later also if there are any delinquencies in this connection.

PAVING: None.

A Deed of Trust dated February 7, 1923, of record in Book 150, page 238, Deed of Trust Records, from A. Filleman, and wife, Regina Filleman, to M.H.Gossett, Trustee for The Federal Land Bank of Houston, securing the payment of one promissory note of even date therewith for \$2500.00 signed by Filleman and wife, and payable to The Federal Land Bank of Houston in 69 semi-annual payments unless sooner matured by extra payments on account of principal as provided therein, bearing 51% interest per annum, payable semi-annually.

A Vendor's Lien, retained in the Warranty Deed dated April 27,1925, of record in Book 442, page 327, Deed Records, from Bud Welson, and wife, Ethel Nelson to J. W. McClain, securing the payment of the unpaid balance of \$2000.00 owing on a certain note executed by Bud Nelson, and wife, Ethel Nelson, and payable to The Federal Land Bank of Houston; and also securing the payment of the unpaid balance of \$2475.00 owing and unpaid on a certain Federal Farm Loan dated February 7, 1925, executed by Filleman, and wife, and payable to The Federal Land Bank of Houston, and hereinabove described; also securing the payment of nine promissory notes of even date with said deed, signed by J. W. McClain, and wife, Isabella McClain, payable to Bud Melson as follows: Mos.1, 2, 3, 4, for \$1500.00 each, Mos.5, 6, and 7, for \$5000.00 each, and Mo.3, for \$2000. due on or before December 1st, 1926, 1927, 1928, 1929, 1930, 1931, 1932, and 1933 respectively, with interest from January 1st, 1926, at the rate of \$\$\partial \text{per annum, payable annually, and one note for \$\$\partial \text{per annum, payable annually, and one note for \$\$\partial \text{per annum, all of said notes containing the usual 10% attorney's fee and accelerating maturity clauses, Said lien was also retained for the purpose of securing notes Mos. 3, 4, 5, and 6 described as being for \$1000.00 each, dated January 21, 1924, due December 1st, 1925, 1926, 1927, and 1928, respectively; executed by Justin Porter Bishop, and mayable to A. Filleman, but subsequent to said deed, notes Mos. 1, 2, and 3, of that series were released, and Mos. 4, 5, and 6, were transferred to People's Finance & Thrift Company, and said lien was also given to secure three notes for \$\pi 0.00 \text{ of each and one note for \$\pi 625.00 all dated Deptember 26, 1924, all executed by Bud Melson, and payable to Justin Porter Bishop on December 1st, 1925, 1926, 1927, and 1928, respectively, but subsequent to said date, notes Acs. 1 and 2, of the series were released, and Mos. 5 and 4, thereof transferred to People's Finance & Thrift Company, a corporation.

By transfer dated November 8, 1925, Bud Relson, sold, assigned, transferred and delivered notes nos. 1, 2, 5, and 4, for \$1500.00 each, signed by McClain, and wife, and payable to Relson, together with the lien securing the same to L. V. Beebe, which transfer is of record in Book 454, page 178, of the Deed Records, of El Paso County, Texas.

By instrument of record in Book 496, page 82, Deed Records, dated March 23, 1928, the Myers Company, a copartnership acting by and through H. H. L. Birney principal officer, executed a transfer of an indebtedness of \$2000.00 to the People's Finance & Thrift Company, and also notes Nos. 5, 6, and 7, for \$3000.00 each, signed by McClain and payable to Nelson, in which transfer it was recited that said three notes were transferred to The Myers Company by Bud Nelson, as collateral to secure the payment of the indebtedness to said company of \$2000.00 and the indebtedness together with the three collateral notes were transferred and assigned to the People's Finance & Thrift Company, and the \$2,000.00 note and the \$1400.00 note were released by Bud Nelson, by instrument of record in Book 496, page 86, of the Deed Records, of El Paso County, Texas.

On April 27, 1925, J. W. McClain, and wife, Isabella McClain gave a deed of trust to Cyrus H. Jones, Trustee for Bud Helson, for the purpose of securing the payment of four notes for \$1500.30 each, three notes for \$3000.00 each, and one note for \$2000.00, and note for \$1400.00 set out in the deed from Helson to McClain above referred to and set out.

The property was re-conveyed by McClain and wife, to Kelson on January 25, 1928, and on March 22, 1928, Eud Kelson and wife, Ethel Kelson, executed a deed of trust which is of record in Book 198, page 026, of the Beed of Trust Records, to John L. Andreas, Trustee for The People's Finance & Thrift Company, to secure payment of 21 promissory notes of even date therewith, aggregating \$2700.00 signed by Bud Kelson and Ethel Melson, and payable to People's Finance & Thrift Company, as follows: \$\frac{\pi}{n}\$, for \$\frac{\pi}{n}\$1500.00, \$\frac{\pi}{n}\$2, for \$\frac{\pi}{n}\$500.00 both due 1 year after date; Nos.3,4,5,6,7,and 8, for \$\frac{\pi}{n}\$250.00 each, all due 2 years after date; \$\frac{\pi}{n}\$9, for \$\frac{\pi}{n}\$1500.00 due 3 years after date; Nos.10,11 and 12, for \$\frac{\pi}{n}\$500.00 each, due 4 years after date; Nos.13 to 20, both inclusive, for \$\pi\$250.00 each and No.21for \$\pi\$200.00 all due 5 years after date, all bearing \$\pi\$ interest per annum, payable semi-annually and containing the usual 10\pa attorney's fee and accelerating maturity clauses, and which deed of trust was executed for the purpose of taking up, extending and renewing notes Nos. 4, 5, and 0, executed by Justin Porter Bishop to A. Filleman, and transferred to People's Finance & Thrift Company, as hereinabove set out, and also for the purpose of taking up Nos. 5 and 4, signed by helson, and payable to Bishop and transferred to People's Finance & Thrift Company, as hereinabove set out, and also for the purpose of taking up and paying off all those three notes for \$5000.00 each, executed by J. W. McClain, and payable to Bud helson.

In the deed from McClain to Welson, Nelson, assumed \$2000.00 owing to Federal Land Bank of Houston, made by Melson and wife, to Federal Land Bank of Houston, as well as balance due on the Filleman loan from The Federal Land Bank. We are unable to ascertain what the \$2000.00 loan of Bud Welson to Federal Land Bank is and would like to be advised in this connection.

An abstract of judgment of record in Book 7, page 483, Abstract of Judgment Records, of El Paso County, Texas, growing out of cause No.726, Justice of the Peace Court, Precinct No.1, Kaufman County, before E.E. Keller, Justice of the Peace, which cause is styled Citizens National Bank in Kaufman, vs. Bud helson, which judgment is for the sum of \$150.74 with interest from July 28, 1930, at the rate of 10% per annum, and \$3.95 costs, which judgment is of record in Bk.18, page 7, of the records of said court.

Very truly yours,

Bothwardack.

El Paso, Texas, March 19, 1931.

Mr. Bud Welson, Fabens, Texas.

Dear Mr. Nelson:

Reference is made to land purchase contract dated February 11, 1931, for the purchase from you by the United States of three small tracts of land in the San Elizario Mainland Grant, concerning which you have this morning made inquiry of Superintendent Fiock.

I have again communicated with the Pioneer Abstract & Guarantee Title Company, from whom we procure certificates of guarantee of title in land purchases as a basis for payment of the consideration, and we are advised that they are working on the matter and will make a report as to the things necessary to clear up the title and enable payment to be made.

The title company requests that if you have any abstracts of title, it would expedite the matter if you would take the abstracts to their office in the Two Republics Building to aid them in the examination of the chain of title.

Very truly yours,

H. J. S. Devries, District Counsel. El Paso, Texas, February 17, 1931.

Pioneer Abstract & Guarantee Title Co., Two Republics Bldg., El Paso, Texas.

Gentlemen:

Will you kindly furnish certificate of guarantee of title covering three tracts of land described in contract dated February 11, 1931, between Bud Nelson and Ethel Nelson and the United States, Tract 1 containing .08 acre, Tract 2, .85 acre, and Tract 3, .06 acre, all in Tract 2, Block 2, of the official re-survey of Mainland San Elizario Grant.

The certificate should be based upon deed which will be procured from Bud Nelson and Ethel Nelson and guarantee fee simple title in the United States free and clear of liens and encumbrances.

Very truly yours,

H. J. S. Devries, District Counsel. El Paso, Texas.

February 17, 1931

County Clerk, El Paso, Texas.

Dear Sir:

The following land purchase contracts are transmitted herewith for recordation:

C. M. Newman Mrs. Mabel L. and John M. Lohmann Bud Nelson and Ethel Nelson.

Please bill the Bureau of Reclamation with appropriate recording fee. The cloth plats are for your files.

Very truly yours,

H.H.Berryhill

Chief Clerk.

Encls.