

NEILSON, BUD et. ux Ethel

WARRANTY DEED

(131) MESA DRAIN

0023400870859-00

21-(39) TEXAS

780

THE STATE OF TEXAS, }  
COUNTY OF EL PASO.

Know all men by these presents:

**Bud Nelson and Ethel Nelson**

of the County of El Paso, State of Texas, in consideration of the sum of **Three Hundred ninety-one**  
-----**(\$391.00)**----- **DOLLARS,**

to ~~them~~ in hand paid by **THE UNITED STATES OF AMERICA**

the receipt of which is hereby acknowledged

have **Granted, Sold and Conveyed, and by these presents do** grant, Sell and Convey unto the said

**UNITED STATES OF AMERICA**

~~of the Grantors~~ ~~and~~ ~~of~~, all that certain

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

Three tracts of land lying and situate in El Paso County, Texas, and in the East half (E $\frac{1}{2}$ ) Section thirty-two (32), Township thirty-three (33) South, Range eight (8) East, Bureau of Reclamation Survey, being also within Tract two (2) Block two (2) as shown on plat of official resurvey of the Mainland San Elizario Grant, as accepted by the Commissioners' Court of El Paso County, Texas, the 13th day of January, 1930, and of record in the office of the County Clerk of said County and State, being more particularly described as follows:

Tract No. 1 - Beginning at a point on the line between Tracts one (1) and two (2) Block two (2), of said official resurvey of the Mainland San Elizario Grant and from which point an iron pipe at the intersection of the line between Tracts one (1) and two (2), Block two (2) with the northeast right of way line of State Highway No. 1, bears South fifty-seven degrees (57°) forty-one minutes (41') West three hundred thirty-six and five tenths (336.5) feet; thence North two degrees (2°) nine minutes (9') West, twenty-three and four tenths (23.4) feet; thence North eight degrees (8°) one minute (1') East two hundred twenty-three and six tenths (223.6) feet; thence North eleven degrees (11°) twelve minutes (12') East one hundred eighty and no tenths (180.0) feet to a point on the westerly right of way line of the Mesa Drainage Canal, which is the property of the United States of America; thence along the said westerly right of way of the Mesa Drainage Canal South eight degrees (8°) one minute (1') West four hundred two and four tenths (402.4) feet and South two degrees (2°) nine minutes (9') East sixteen and eight tenths (16.8) feet to a point on the line between Tracts one (1) and two (2), Block two (2) of the official resurvey of the Mainland San Elizario Grant; thence South fifty-seven degrees (57°) forty-one minutes (41') West along the line

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 successors**

~~and~~ and assigns forever; and ~~WE~~ do hereby bind OURSELVES, OUR heirs, executors and administrators, to Warrant and forever Defend, all and singular, the said premises unto the said

**THE UNITED STATES OF AMERICA, its successors**

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

WITNESS our hands at Fabens, Texas this 14th day of  
July A. D. 1932.

Witnesses at Request of Grantor

BUD NELSON

ETHEL NELSON

BUD NELSON

ETHEL NELSON

TO

THE UNITED STATES OF AMERICA

# Warranty Deed

Filed for Record the 24th

day of Aug. 19 32

at 4 o'clock and 30 minutes P. M.

W. D. Greet

Clerk, County Court, El Paso County, Texas.

By Geo. H. Booth, Deputy

561/435

ELLIS BROS. PRINTING CO., EL PASO

7/14/32

and year last above written.

Witness my hand and the seal of the County Court of said County, at office in El Paso, Texas, the day  
in the records of said County, in Volume 561 on Pages 435  
and duly recorded the 23 day of Aug. A. D. 19 32, at 4:05 o'clock P. M.  
office this 24 day of Aug. A. D. 19 32, at 1:50 o'clock P. M.  
day of July A. D. 19 32, with its certificate of authentication, was filed for record in my  
of said County, do hereby certify that the above instrument of writing, dated on the 14

THE STATE OF TEXAS, }  
County of El Paso.

## CLERK'S CERTIFICATE.

I, W. D. Greet, Clerk of the County Court  
County of El Paso, Texas.  
do hereby certify that the above instrument of writing, dated on the 14  
day of July A. D. 19 32  
J. H. Marchbanks  
Notary Public, El Paso Co., Texas.

Given under my hand and seal of office this 14 day of July A. D. 19 32  
therein expressed, and that she did not wish to retract it.  
to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration  
Ethel Nelson  
acknowledged such instrument  
by me privily and apart from her husband, and having the same by me fully explained to her, she, the said  
known to me to be the person whose name is subscribed to the foregoing instrument, and having been examined  
Ethel Nelson, wife of Bud Nelson  
in and for El Paso County, Texas, on this day personally appeared  
a Notary Public

THE STATE OF TEXAS, }  
County of El Paso.

## WIFE'S SEPARATE ACKNOWLEDGMENT.

El Paso, County, Texas.  
Notary Public  
J. H. Marchbanks  
Given under my hand and seal of office this 14 day of July A. D. 19 32  
acknowledged to me that he executed the same for the purposes and consideration therein expressed.

known to me to be the person whose name is subscribed to the foregoing instrument and  
Bud Nelson  
in and for El Paso County, Texas, on this day personally appeared  
a Notary Public

THE STATE OF TEXAS, }  
County of El Paso.

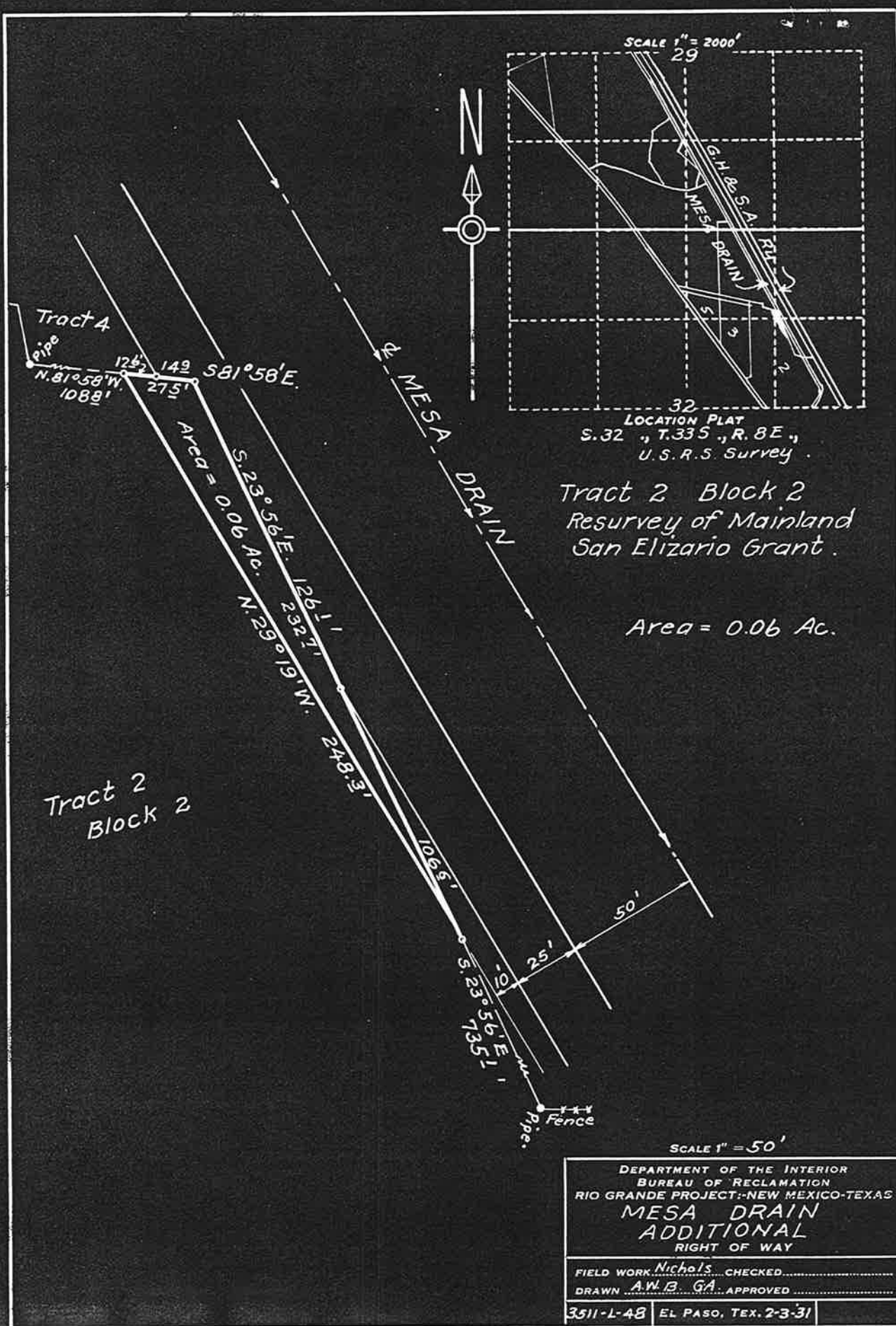
## SINGLE ACKNOWLEDGMENT.

Before me J. H. Marchbanks

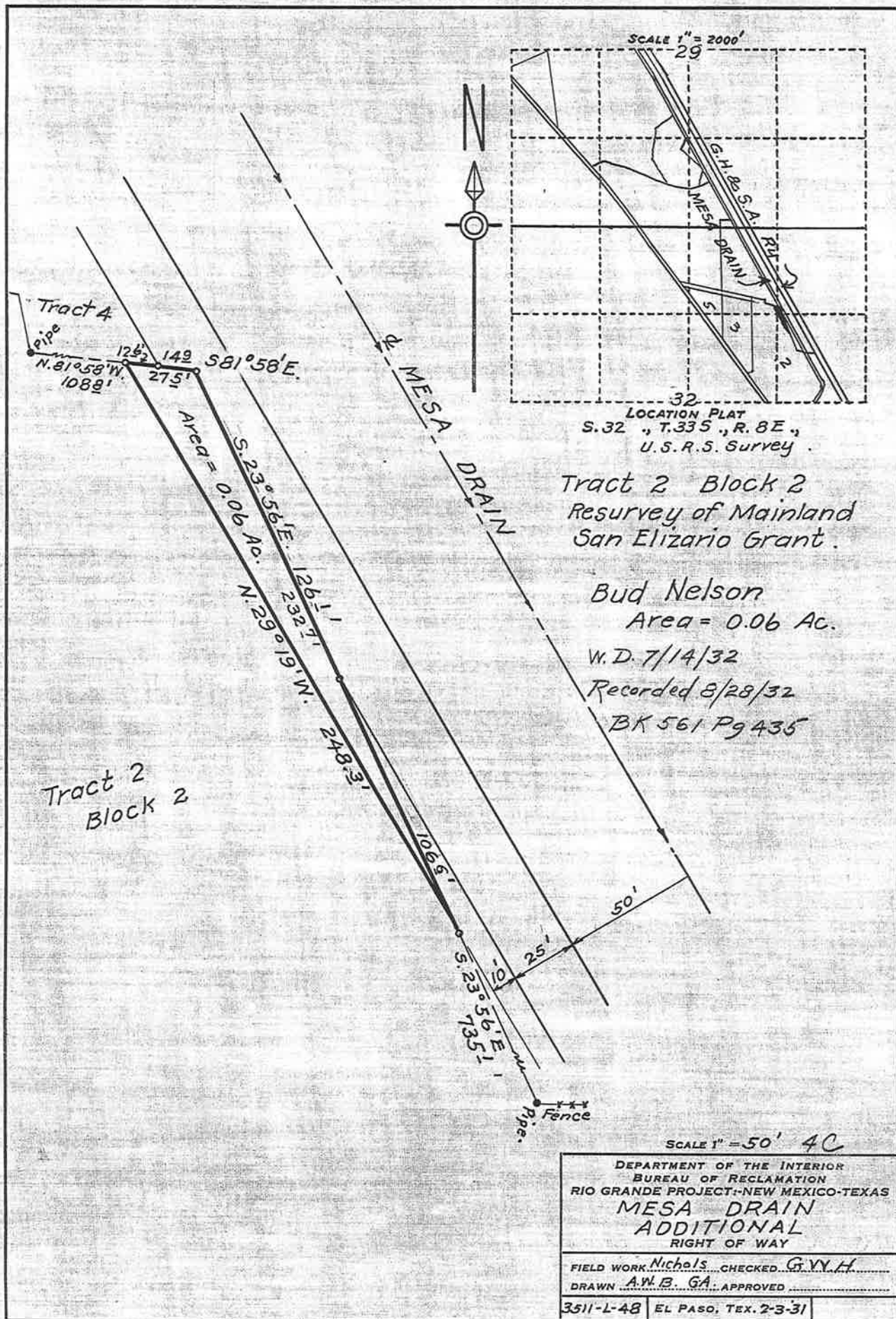
between said tracts one (1) and two (2) Block two (2) eleven and five tenths (11.5) feet to the point of beginning, said tract of land containing eight one-hundredths (0.08) of an acre more or less, ~~shown on plat attached hereto and made a part hereof~~

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 twenty-nine 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 forty-nine 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 (49') 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 north-easterly 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 minutes (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 (21°) six minutes (06') East seventy-four 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 Elizario 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, ~~shown on plat attached hereto and made a part hereof~~

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 southwesterly corner of Tract four (4) Block four (4) bears South twenty-three degrees (23°) fifty-six minutes (56') East seven hundred thirty-five and one tenth (735.1) feet; thence







Tract 2 Block 2  
Resurvey of Mainland  
San Elizario Grant.

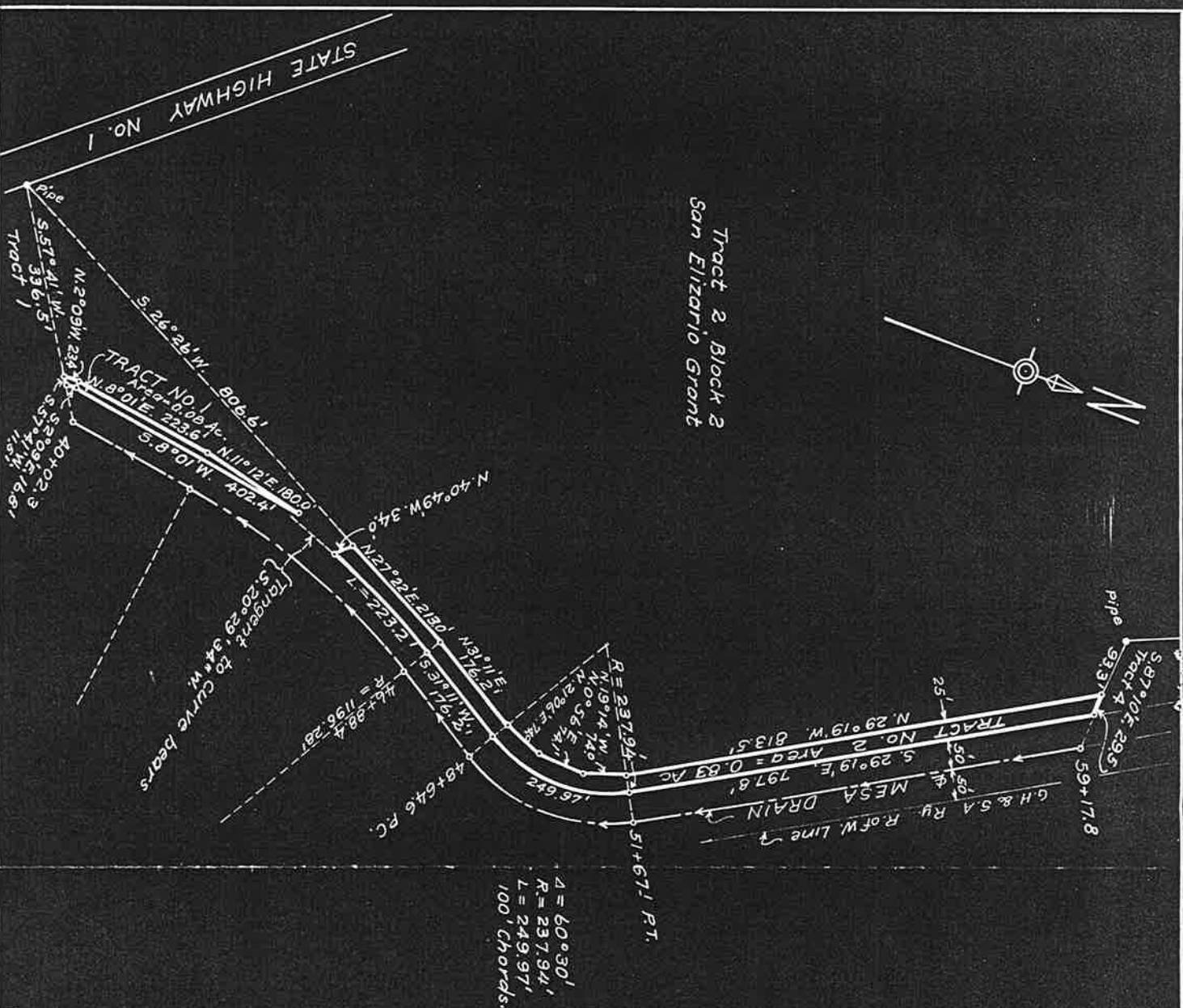
Bud Nelson  
Area = 0.06 Ac.

W.D. 7/14/32

Recorded 8/28/32

BK 561 Pg 435

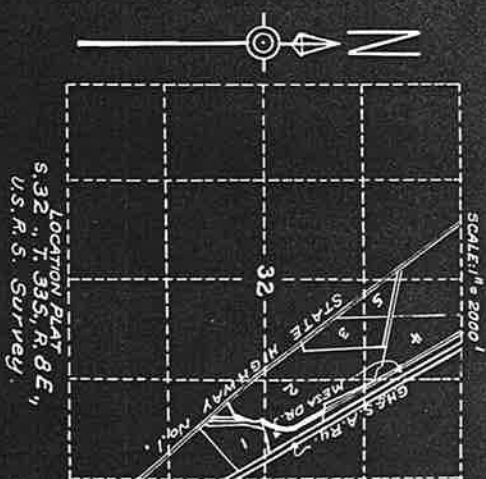




DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
RIO GRANDE PROJECT-NEW MEXICO-TEXAS  
MESA DRAIN  
ADDITIONAL  
RIGHT OF WAY

FIELD WORK.....G.A. APPROVED

3611-L-48 EL PASO, TEX.-5-31





116r-500

DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION

No. 011110

IRRIGATION PROJECT

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 11th day of February, 1931, 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 officer executing this contract**

~~thereto, duly authorized, and subject to the approval of the proper supervisory officer thereof,~~  
and **and Nelson**

and **Ethel Nelson**, his wife, hereinafter styled Vendor,

**Patrons**, County of **El Paso**, State of **Texas**

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** deed, (General warranty, covenant against grantor, or quitclaim)

convey to United States, free of lien or encumbrance, the following-described real estate which is **to be** **community** **El Paso** property, situated in the County of **El Paso** State of **Texas**

three tracts of land lying and situate in El Paso County, Texas, and in the East one-half (1/2) Section thirty-two (32), Township thirty-three south, Range eight East (23E, 23E), Bureau of Reclamation Survey, being also within Tract two (2) Block two (2) as shown on plat of official re-survey of the Mainland San Eligario Grant, as accepted by the Commissioners' Court of El Paso County, Texas, the 15th day of January, 1930, and of record in the office of the County Clerk of said County and State, being more particularly described as follows: Tract No. 1. Beginning at a point on the line between Tracts one and two (1&2), Block two (2), of said official re-survey of the Mainland San Eligario Grant and from which point an iron pipe at the intersection of the line between Tracts one and two (1&2) Block two (2) with the northeast right-of-way line of State Highway No. 1, bears south fifty-seven degrees forty-one minutes west (57°41'W) three hundred thirty-six and five-tenths (336.5) feet, thence North two degrees nine minutes west (2°09'W) twenty-three and four-tenths (23.4) feet, thence North eight degrees one minute East (8°01'E) two hundred twenty-three and six-tenths (223.6) feet; thence North eleven degrees twelve minutes East (11°12'E) one hundred eighty and one-tenth (180.1) feet to a point on the westerly right-of-way line of the El Paso Drainage Canal, which is the property of the United States of

<sup>1</sup> Strike out clause regarding approval of supervisory officer if not applicable

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.

THE UNITED STATES OF AMERICA,  
**L. R. Flock**

By \_\_\_\_\_ **2/13/31**  
*Superintendent, Bureau of Reclamation.*

Witnesses:

\_\_\_\_\_  
P. O. Address \_\_\_\_\_

**Ed Nelson**

\_\_\_\_\_  
Vendor.

\_\_\_\_\_  
P. O. Address \_\_\_\_\_

**Ed Nelson**

\_\_\_\_\_  
Vendor.

\_\_\_\_\_  
P. O. Address \_\_\_\_\_

\_\_\_\_\_  
Vendor.

\_\_\_\_\_  
P. O. Address \_\_\_\_\_

**Paducah, Texas**  
P. O. Address \_\_\_\_\_

Approved: \_\_\_\_\_

(Date) \_\_\_\_\_, 193

# CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Texas

COUNTY OF El Paso

SS:

Strike out (b) in case the law does not require examination of wife apart from her husband in conveyance of the kind of property described in Article 3 hereof.

(a) I, Geo. W. Hoadley

, a Notary Public

in and for said county, in the State aforesaid, do hereby certify that

Ed Nelson and Ethel Nelson, his wife

who are personally known to me to be the person whose name are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they signed, sealed, and delivered said instrument of writing as their free and voluntary act, for the uses and purposes therein set forth.

(b) I further certify that I did examine the said Ethel Nelson separate and apart from her husband, and explained to her the contents of the foregoing instrument and upon that examination she declares that she did voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and does not wish to retract the same.

Given under my hand and official seal, this 11th day of February, 1931

[SEAL]

Geo. W. Hoadley

My commission expires

6/1-1931

Notary Public in and for El Paso County, Texas

## CERTIFICATE OF RECORD

## CERTIFICATE OF COUNTY RECORDER

STATE OF Texas, )  
County of El Paso )

I hereby certify that this instrument was filed for record at

I, W. D. GREET, County Clerk in and for said County, do hereby certify that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office, on the 18th day of February, A.D. 1931, at 11:22 o'clock A.M., and duly recorded the 16th day of March A.D. 1931 at 1:14 o'clock P.M., in the Dead Records of said County, in Volume 545, page 13.

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

W. D. Greet, County Clerk,  
By: A. A. Osborne, Deputy.

tract made 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 to 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.

Bureau of Reclamation.

Subscribed and sworn to before me at \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 193

[OFFICIAL SEAL]

My commission expires \_\_\_\_\_

U. S. GOVERNMENT PRINTING OFFICE: 1930

6-5068

FEES \$ 1<sup>25</sup>/<sub>100</sub>

EL PASO, TEXAS 8/34 1932

**RECEIVED FOR RECORD THE FOLLOWING INSTRUMENT:**

No. 62169- Bud Meeson et al

2 WMA

*Chito WMA*  
RETURN THIS RECEIPT

W. D. GREET, COUNTY CLERK  
420 AM, WMA DEPUTY



DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

Rio Grande Irrigation Project

RECORD OF EXECUTION OF CONTRACT

IN RE CONTRACT, and bond, if any, relating to above-named project, dated Feb. 11, 1931  
symbol and number 116r-500; made by Bud Nelson and Ethel Nelson  
amount involved, \$ 391.00; authority No. \_\_\_\_\_ or clearing account \_\_\_\_\_  
purpose Purchase of land  
Reference:

Notice of execution of contract to be given Chief Engineer at Denver, Superintendent at El Paso, Texas District Counsel at El Paso, Texas  
and \_\_\_\_\_

Place El Paso, Texas Date Feb. 17, 1931  
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 approval. \_\_\_\_\_  
L. R. Flock, Project Superintendent.

Inclosures: \_\_\_\_\_  
Original and 3 copies of this form.  
Original and 4 copies of contract.

Place El Paso, Texas Date Feb. 17, 1931  
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.  
H. J. S. Devries, District Counsel.

Inclosures: \_\_\_\_\_  
Original and 2 copies of this form.  
Original and 4 copies of contract.

Place Denver, Colorado Date \_\_\_\_\_  
3. On this date the above-described contract was executed, and bond, if any, approved by this office. \_\_\_\_\_  
Chief Engineer.

Place Denver, Colorado Date \_\_\_\_\_  
4. On this date the above-described contract, with bond, if any, was passed by this office and transmitted to the Washington office.  
Chief Engineer.

Inclosures: \_\_\_\_\_  
Original and \_\_\_\_\_ copies of this form.  
Original and \_\_\_\_\_ copies of contract.

Place Washington, D. C. Date \_\_\_\_\_  
5. On this date the above-described contract was executed, and bond, if any, approved by \_\_\_\_\_

CERTIFICATE OF POSSESSION

I HEREBY 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 Nelson and Ethel Nelson, and that the proposed grantors 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 adverse to the proposed grantors is in possession of any part of it.

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

Geo. W. Hoadley  
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 authorized by the Act of June 17, 1902 (32 Stat., 388) namely, as right of way for the El Paso Valley Mesa Drain, a part of the Rio Grande 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 El Paso, Texas, this 13th day of February, 1931.

L.R. Flock  
Superintendent  
Bureau of Reclamation

DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

Rio Grande IRRIGATION PROJECT

REPORT ON LAND PURCHASE CONTRACT

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

INFORMATION relating to land purchase contract made February 11, 1931, 122, with  
Bud Nelson and Ethel Nelson, his wife

1. State purpose for which the land is required.

To widen and deepen the El Paso Valley Mesa Drain

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

Tract #1-Containing 0.08 Acre, Tract #2-containing  
0.53 of an acre fully described in contract  
Tract #2 containing 0.06 acre, fully described in  
contract

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

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.

Bud Nelson, Fabens, Texas  
Ethel Nelson, " "

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.

Owner in possession

6. State whether land is subject to right of way by virtue of contract with water users' association, irrigation district, or other agreement.

Yes



# ABSTRACT OF AWARD OF CONTRACT

(State whether to lowest bidder, or otherwise; if otherwise, reasons for rejection of lower bid or bids must be given hereon or on the abstract of bids or the bids filed herewith)

## FORM OF AGREEMENT

- A. Under formal contract.
- B. Under written proposal and acceptance.
- C. Under less formal agreement

(State character)

## CERTIFICATE

I certify that the foregoing abstract is true and correct; that the agreement was made in consequence of No. \_\_\_\_\_ of the method of advertising and in the form lettered \_\_\_\_\_ as shown above; that the articles or services covered by the agreement are necessary for the public service, and that the prices charged are just and reasonable.

(Signature of officer)

(Title)

NOTE 1.—Among the reasons which may be assigned as making competition impracticable (see No. 5 of "Method of or Absence of Advertising") are the following:

- (a) Under a formal contract for construction, there arises a necessity for additional work practicable of performance only by the contractor.
- (b) The articles wanted are patented or copyrighted and not on sale by dealers, but by the owners of the patent or copyright, or their agents or assigns alone, at a fixed and uniform price.
- (c) There is only one dealer within a practicable distance from whom the articles can be obtained.
- (d) Prices or rates are fixed by legislation, either Federal, State, or municipal; or by competent regulation.
- (e) Previous advertising for the identical purchase has been followed by the receipt of no proposals or only of such as were unreasonable, and under circumstances indicating that further advertising would not alter results.

NORM 2.—This abstract will be used to support all agreements, both formal contracts and less formal agreements of whatever character, involving the receipt or expenditure of public funds. It should be executed so far as applicable and signed by the contracting officer, and be attached to and accompany the agreement to the General Accounting Office.

NOTE 3.—Where the details of an agreement are too voluminous to adequately state them briefly in any of the spaces provided therefor in the abstract, the statement thereof may be carried to the space below or made on a separate sheet.

10-1751

## CERTIFICATE

I CERTIFY that the foregoing statement is true and correct; that the agreement was made in consequence of No. 4 of the method of or absence of advertising and in accordance with award of contract lettered A as shown above; that where lower bids (expenditure contracts) or higher bids (receipt contracts) as to price were received a statement of reasons for their rejection, together with an abstract of bids received, including all lower than that accepted in case of expenditure contracts and all higher in case of receipt contracts, is given below or on the reverse hereof or on a separate sheet attached hereto; that the articles or services covered by the agreement (expenditure) are necessary for the public service and that the prices charged are just and reasonable.

L. R. Flock  
Superintendent

\* To ensure advertising it being impracticable to secure competition because of

619 First National Bank Bldg.,  
El Paso, Texas,

September 1, 1952.

From: District Counsel

To: Superintendent, El Paso, Texas

Subject: Acquisition of Land - Opinion of Title of Land described in contract dated February 11, 1951, with Bud Nelson and Ethel Nelson, husband and wife; Area, 3 tracts containing a total of .97 acre; Consideration, \$391.00; for widening and deepening El Paso Valley Mesa Drain - Rio Grande 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 warranty deed dated July 14, 1952, from Bud Nelson and Ethel Nelson, his wife, to the United States and by certificate of guarantee of title No. F 1274 dated August 24, 1952, of the New York Title & Mortgage Co. of Texas issued through Pioneer Abstract & Guarantee Title Co., El Paso, Texas, their No. 8217.

2. Taxes become a lien in Texas on the first of the year but in this case the land was occupied by the United States under purchase contract dated February 11, 1951, and I am advised that this land will not be included for state and county taxes or for irrigation district assessments for 1952, and taxes and assessments for all prior years have been paid.

3. The consideration of \$391.00 named in the above-mentioned contract may accordingly be paid to the contractors, Bud Nelson and Ethel Nelson, as provided therein, there being no deductions, and the check drawn in their favor should be mailed to them in care of Pioneer Abstract & Guarantee Title Company, Bassett 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. 116n-500, has already been forwarded.

- - - -

cc - Commissioner,  
C. E., Denver

H. J. S. Devries



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.

Very truly yours,

Bud Nelson

Ethel Nelson

*Abstract Co now  
have papers, it release  
of mortgage, which they will file  
when check is rec'd, Abstract Co  
will notify us as to amount and  
when to send check.  
7/29/32  
GMM*

515 First National Bank Bldg.,  
El Paso, Texas, May 25, 1931.

Mr. Ed Nelson and Ethel Nelson,  
Fabens, Texas.

Dear Sir and Madam:

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

We are now in receipt of report from the Pioneer Abstract & Guarantee Title Company describing certain record defects, liens and other matters which will have to be cleared up before the transaction can be closed, a copy of which we 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 .83 acre tract.

Very truly yours,

H. J. S. Davies,  
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 BLS:MT.

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 Nelson,

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:

TAXES: 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 Records, from A. Filleman, and wife, Regina Filleman, to M.W. 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 sooner matured by extra payments on account of principal as provided therein, bearing 5 $\frac{1}{2}$ % interest per annum, payable semi-annually.

A Vendor's Lien, retained in the Warranty Deed dated April 27, 1923, of record in Book 442, page 327, Deed Records, from Bud Nelson, 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, 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 date with said deed, signed by J. W. McClain, and wife, Isabella McClain, payable to Bud Nelson as follows: Nos. 1, 2, 3, 4, for \$1500.00 each, Nos. 5, 6, and 7, for \$3000.00 each, and No. 8, for \$2000.00. Said deed of Bud Nelson bears date 1st, 1926, 1927, 1928, 1929, 1930, 1931, 1932, and 1933 respectively, all of them at from January 1st, 1926, at the rate of 6% per annum, payable annually, and one note for \$1400.00 of even date with said deed January 1st, 1926, with interest from starting at the rate of 6% 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 Nos. 3, 4, 5, and 6 described as being for \$1000.00 each, dated January 31, 1926, due December 1st, 1926, 1927, 1928, and 1929, respectively, executed by Justin Porter Bishop, and payable to J. W. Millegan, but subsequent to said deed, notes Nos. 1, 2, and 3, of that series were released, and Nos. 4, 5, and 6, were transferred to People's Finance & Thrift Company, and said lien was also given to secure three notes for \$500.00 each and one note for \$200.00 all dated October 1st, 1924, all executed by Bud Nelson, and payable to Justin Porter Bishop on December 1st, 1925, 1926, 1927, and 1928, respectively, but subsequent to said date, notes Nos. 1 and 2, of that series were released, and Nos. 3 and 4, thereof transferred to People's Finance & Thrift Company, a corporation.

By transfer dated November 6, 1928, Bud Nelson, sold, assigned, transferred and delivered notes Nos. 1, 2, 3, and 4, for \$1500.00 each, signed by McClain, and wife, and payable to Nelson, together with the lien securing the same to L. V. Deele, 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 426, 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. 1, 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 \$3,000.00 note and the \$1400.00 note were released by Bud Nelson, by instrument of record in Book 400, page 80, of the Deed Records, of El Paso County, Texas.

On April 27, 1928, J. W. McClain, and wife, Isabella McClain gave a deed of trust to Cyrus W. Jones, Trustee for Bud Nelson, for the purpose of securing the payment of four notes for \$1500.00 each, three notes for \$3000.00 each, and one note for \$2000.00, and one note for \$1400.00 set out in the deed from Nelson to McClain above referred to and set out.

The property was re-conveyed by McClain and wife, to Nelson on January 23, 1922, and on March 22, 1922, Bud Nelson and wife, Ethel Nelson, executed a deed of trust which is of record in Book 198, page 426, of the deed 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 Nelson and Ethel Nelson, and payable to People's Finance & Thrift Company, as follows: Nos. 1, for \$1800.00, Nos. 2, for \$50.00 both due 1 year after date; Nos. 3, 4, 5, 6, 7, and 8, for \$200.00 each, all due 2 years after date; Nos. 9, for \$1800.00 due 3 years after date; Nos. 10, 11 and 12, for \$500.00 each, due 4 years after date; Nos. 13 to 20, both inclusive, for \$180.00 each and No. 21 for \$200.00 - all due 5 years after date, all bearing 10% interest per annum, payable semi-annually and containing the usual 10% attorney's fee and accelerating maturity clauses, and the deed of trust was executed for the purpose of taking up, extending and renewing notes Nos. 4, 5, and 6, executed by Justin Porter Bishop to L. Willeson, and transferred to People's Finance & Thrift Company, as heretofore shown, and also for the purpose of taking up Nos. 3 and 4, signed by Nelson, and payable to Bishop and transferred to People's Finance & Thrift Company, as heretofore set out, and also for the purpose of taking up and paying off all those three notes for \$3000.00 each, executed by J. C. McClain, and payable to Bud Nelson.

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

An abstract of judgment of record in Book 7, page 443, Abstract of Judgment Recor 4, of El Paso County, Texas, growing out of cause No. 720, Justice of the Peace Court, Precinct No. 1, Kaufman County, before A. S. Keller, Justice of the Peace, which cause is styled Citizens National Bank in Kaufman, vs. Bud Nelson, which judgment is for the sum of \$150.74 with interest from July 15, 1920, at the rate of 10% per annum, and \$3.00 costs, which judgment is of record in Book 12, page 7, of the records of said court.

On April 8, 1914, John M. Wyatt, Jr., executed a Warranty Deed of 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. Kayser, and the habendum 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. Kayser. We will require a deed from Edgar W. Kayser divesting any interest he 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, Deed of Trust Records, from Lud Nelson, and wife, Ethel Nelson to M.H. Gossett, Trustee for The Federal Land Bank of Houston, securing the payment of one note for \$2000.00 with interest at the rate of 5½% per annum, payable semi-annually, conditioned for the payment of said note and interest in 40 semi-annual payments unless sooner matured by extra payment on account of principal as therein provided.

Very truly yours,

  
A. Schurman  
A. Secy.

BRS:MT.



**PIONEER ABSTRACT & GUARANTEE TITLE CO.**

**EL PASO, TEXAS**

**TITLE DEPARTMENT**

**PRELIMINARY OPINION**

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EXAMINER BLS:ME.

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 Nelson,

PROPERTY: .08 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:**

TAXES: 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 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  $5\frac{1}{2}\%$  interest  
per annum,payable semi-annually.

A Vendor's Lien,retained in the Warranty Deed dated April 27,1923, of  
record in Book 442,page 327, Deed Records, from Bud Nelson,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, 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 date with said deed, signed by J. W. McClain, and wife, Isabella McClain, payable to Bud Nelson as follows: Nos. 1, 2, 3, 4, for \$1500.00 each, Nos. 5, 6, and 7, for \$3000.00 each, and No. 8, for \$2000.00 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 8% per annum, payable annually, and one note for \$1400.00 of even date with deed due January 1st, 1926, with interest from maturity at the rate of 8% 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 Nos. 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 payable to A. Filleman, but subsequent to said deed, notes Nos. 1, 2, and 3, of that series were released, and Nos. 4, 5, and 6, were transferred to People's Finance & Thrift Company, and said lien was also given to secure three notes for \$500.00 each and one note for \$625.00 all dated September 28, 1924, all executed by Bud Nelson, and payable to Justin Porter Bishop on December 1st, 1925, 1926, 1927, and 1928, respectively, but subsequent to said date, notes Nos. 1 and 2, of the series were released, and Nos. 3 and 4, thereof transferred to People's Finance & Thrift Company, a corporation.

By transfer dated November 8, 1925, Bud Nelson, sold, assigned, transferred and delivered notes Nos. 1, 2, 3, and 4, for \$1500.00 each, signed by McClain, and wife, and payable to Nelson, 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 498, page 26, 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 Nelson, for the purpose of securing the payment of four notes for \$1500.00 each, three notes for \$3000.00 each, and one note for \$2000.00, and note for \$1400.00 set out in the deed from Nelson to McClain above referred to and set out.

The property was re-conveyed by McClain and wife, to Nelson on January 25, 1928, and on March 22, 1928, Bud Nelson and wife, Ethel Nelson, executed a deed of trust which is of record in Book 198, page 626, of the Deed 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 \$8700.00 signed by Bud Nelson and Ethel Nelson, and payable to People's Finance & Thrift Company, as follows: #1, for \$1500.00, #2, for \$500.00 both due 1 year after date; Nos. 3, 4, 5, 6, 7, and 8, for \$250.00 each, all due 2 years after date; #9, for \$1500.00 due 3 years after date; Nos. 10, 11 and 12, for \$500.00 each, due 4 years after date; Nos. 13 to 20, both inclusive, for \$250.00 each and No. 21 for \$200.00 all due 5 years after date, all bearing 8% interest per annum, payable semi-annually and containing the usual 10% 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 6, executed by Justin Porter Bishop to A. Filleman, and transferred to People's Finance & Thrift Company, as hereinabove shown, and also for the purpose of taking up Nos. 3 and 4, signed by Nelson, 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 \$3000.00 each, executed by J. W. McClain, and payable to Bud Nelson.

In the deed from McClain to Nelson, Nelson, assumed \$2000.00 owing to Federal Land Bank of Houston, made by Nelson 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 Nelson 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 Nelson, 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,

  
R. Secy.

El Paso, Texas, March 19, 1931.

Mr. Bud Nelson,  
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 Flock.

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.

Encs.