

780

PROVENCIO, JOSE M. et. ux. Angelita Garcia

WARRANTY DEED

(1/31) MESA DRAIN

002 3-0081-0021-00

15-(21) TEXAS

78

THE STATE OF TEXAS, }
COUNTY OF EL PASO. }

KNOW ALL MEN BY THESE PRESENTS:

That we, **Jose Maria Provencio and Angelita Garcia Provencio**, husband and wife,

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

Seventy-two and 60/100

DOLLARS,

to **us** in hand paid by **The United States of America**, pursuant to the Act of Congress of June 17, 1902 (32 Stat. 388),

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

~~in the County of~~

~~and~~

~~the~~

, 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 approximately three and one-quarter miles northwest of the town of Clint, Texas, in the northeast quarter of the northwest quarter of section 22, township 32 south, range 7 east, United States Reclamation Service survey, being also in Survey No. 61 of the Socorro Grant and described as follows: Beginning at the southwest corner of the tract herein described, which is a point on the property line between the Grantors herein and J. M. Coker; running thence north 44° 55' west 191.7 feet; thence north 48° 54' west 483 feet; thence south 69° 04' east 346.2 feet on the property line between the Grantors herein, Lema Davis, and C. H. Bassett at 44.5 feet, a point common to the properties of the Grantors herein, C. H. Bassett, and Lema Davis, from which point the northwest corner of said section 22 bears north 62° 55' west 1700.7 feet; thence south 28° 44' east 330.7 feet on the property line between the Grantors herein and C. H. Bassett to the southeast corner, which is a point common to the properties of the Grantors herein, C. H. Bassett, and J. M. Coker, from which the northwest corner of said section 22 bears north 59° 15' west 2323.2 feet; thence south 45° 56' west 34.1 feet on the property line between the Grantors herein and J. M. Coker to the point of beginning; said tract of land containing 1.15 acre, more or less;

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

The United States of America and its assigns

~~have 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 and its

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

WITNESS **our** hand **at El Paso** this **6th** day of **August**

A. D. 191 **8.**

Witnesses at Request of Grantor

C. F. Harvey

Victor Lieb

JOSE MARIA PROVENCIO

His mark

ANGELITA GARCIA PROVENCIO

Her X mark.

THE STATE OF TEXAS,

COUNTY OF EL PASO.

A Notary Public

BEFORE ME, Geo. W. Hoadley

in and for El Paso, County, Texas, on this day personally appeared Jose Maria Provencio and Angelita Garcia Provencio, his wife,

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

Given under my hand and seal of office this 6th day of August A. D. 1918

(SEAL) My com exp 6/1-19

GEO W HOADLEY

Notary Public.

THE STATE OF TEXAS,

COUNTY OF EL PASO.

A Notary Public

BEFORE ME, Geo. W. Hoadley

in and for El Paso, County, Texas, on this day personally appeared Angelita Garcia Provencio wife of Jose Maria Provencio

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 Angelita Garcia Provencio 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 6th day of August A. D. 1918

GEO W HOADLEY

(SEAL) My com exp 6/1-19

Notary Public.

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 6 day of August A. D. 1918 with its certificate of authentication, was filed for record in my office this 7 day of August A. D. 1918, at 8:10 o'clock A. M. and duly recorded the 8 day of August A. D. 1918 at 3:37 o'clock P. M. in the records of said County, in Volume 324 on pages 227.

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 Deputy.

WARRANTY DEED

Single and Wife's Separate Acknowledgment

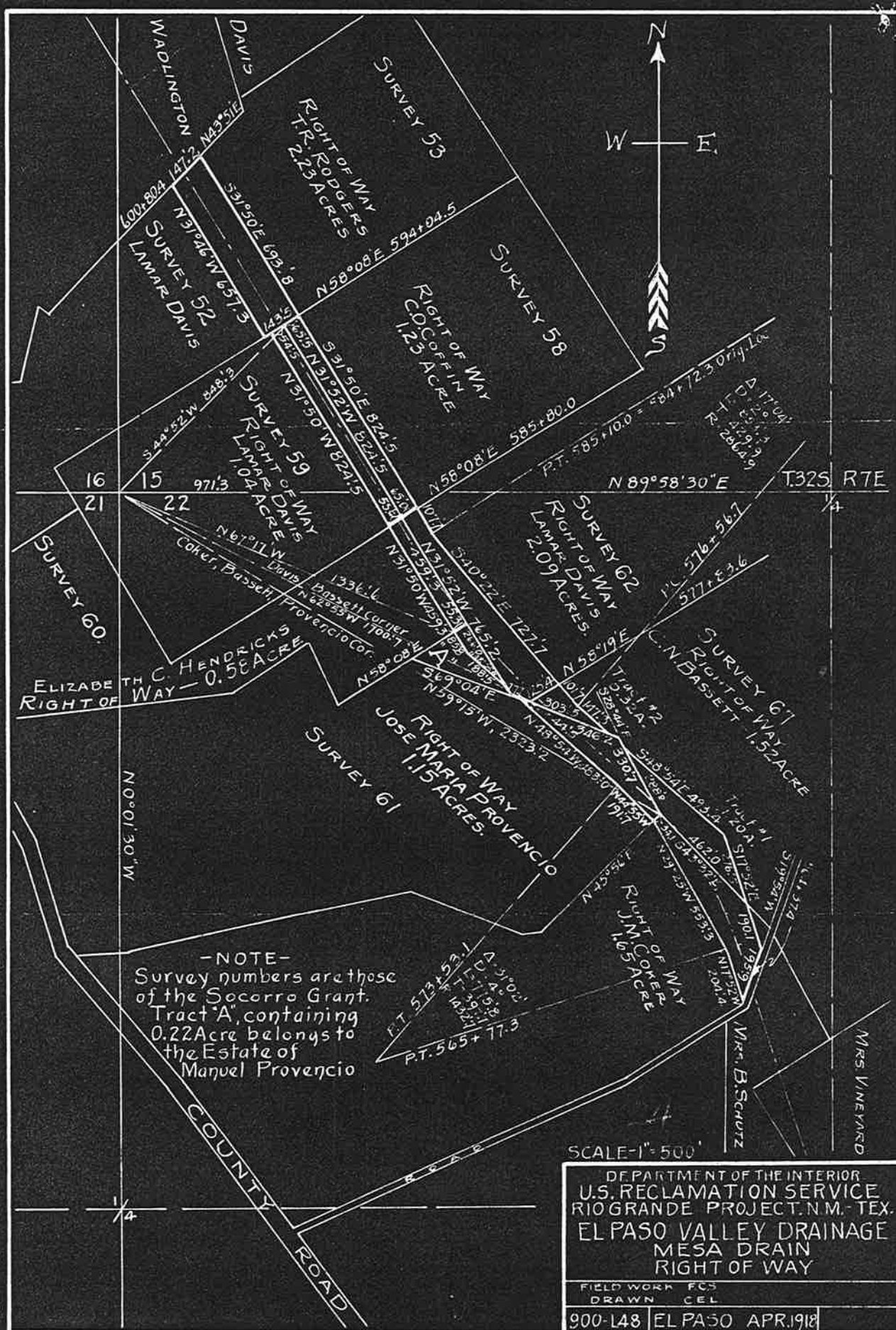
Filed for record 1918

at o'clock M.

Clerk, County Court, El Paso County, Tex.

By Deputy.

ELLIS BROS. PRINTING CO. EL PASO



El Paso, Texas,
Nov. 27, 1918.

From: Assistant District Counsel.
To: Chief Counsel, Washington, D.C.
Subject: Contract dated July 5, 1918, with Leopoldo Acosta,
Rio Grande Project-New Mexico-Texas.

1. Receipt is acknowledged of your letter of
November 22nd (?).

2. Mr. Acosta has brought in an abstract of title, which we have ordered brought up to date by the abstracting company. As to the party who is to pay for the abstract, we intend for the present to stand upon our rights under the original agreement and feel that we can satisfy the Contractor that his title, when we have finished perfecting it, will be in so much better condition than it is present, that it will be well worth while the cost of the abstract. Should the Contractor interpose too strong objections, it may prove necessary to adopt the course of modifying his contract by a supplemental agreement.

3. In letter of even date to the Director and Chief Engineer, in regard to Jose Maria Provincio agreement, I have made reference to the letter which you are now reading in regard to informal examination of title without an abstract with a view to the possibility of having to condemn the land or bring other action to quiet title. From an economical view point, it will hardly appear proper to go into court with a title involving a purchase amounting to \$60.00, or a purchase amounting to \$72.60, which are the amounts named in the Acosta and Provincio contracts, unless we had exhausted every other possible means of perfecting their titles. To exhaust these other means it would hardly be possible to avoid the proper routine of referring the titles to the District Counsel in charge of titles. In order to refer the matters to the District Counsel in charge of titles, we believe that no showing short of a complete abstract of title, however large or small, would satisfy Mr. Peery.

F. L. Peery

Absence of Mr. Peery

Copy to C. & C.

INSTRUCTIONS.

1. This form is devised to render unnecessary the writing in the Washington and Denver offices and in the field of various routine letters in reference to contracts.

2. The project or other office where the contract originates will transmit **two copies** of this form **in excess** of the number of offices which are to be advised of approval. For example, in the usual case where the Project Manager and Chief of Construction are to be advised, four copies 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. 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 accompanying the 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 below.

G-4533

Inclosures:

----- copies of contract.

----- copies of form letters of transmittal.

CERTIFICATE.

I HEREBY CERTIFY That the land described in the agreement dated May 20, 1918, with Jose Maria Provencio and wife, is required for purposes authorized by the Act of June 17, 1902 (32 Stat. 388), namely, as right of way for the Thompson canal, a part of the Rio Grande project; that the consideration to be paid thereunder, \$72.60 (for 1.15 acres land at \$50 an acre, and a trifle over 0.15 acre in crop at \$100 an acre), 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.

May 20, 1918.

Affidavit as to Possession.

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

I, Jose Maria Provencio, do solemnly swear that to my personal knowledge the land described in the contract dated May 20, 1918, made between myself and the United States of America, which land is located in NE $\frac{1}{4}$ of NW $\frac{1}{4}$ sec. 22, T. 32 S., R. 7 E., U. S. Reclamation Service survey, being also in Survey No. 61 of the Socorro grant,

El Paso County, Texas, has been and is now held in actual, exclusive, and continuous possession of myself and my predecessors in title for a period of ~~xxxx~~ since 1898 ~~xxxx~~ immediately preceding and including the date of said contract, and that no person has during any of this period held adverse possession of said described land.

Witness:
C F Harvey
Victor E Lieb

JOSE MARIA PROVENCIO

Subscribed and sworn to before me at El Paso, Texas, this 27th day of September, A. D. 1918.

GEO W HOADLEY

(SEAL)

Notary Public In and For El
Paso County, Texas.

My commission expires
June 1, 1919.

POSSESSORY CERTIFICATE.

Rio Grande Project,
El Paso, Texas, May 20, 1918.

I, Geo. W. Hoadley, Field Assistant, United States Reclamation Service, certify that I have personally examined the land sought to be acquired by the United States from Jose Maria Provencio, in NE $\frac{1}{4}$ NW $\frac{1}{4}$ sec. 22, T 32 S, R 7 E, United States Reclamation Service survey, El Paso County, Texas, for the Rio Grande project, and that the said proposed Vendor was in actual, sole, and exclusive possession of the land, 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.

Form 7-523.
Form approved by the Secretary of the Interior.
September 13, 1915
(Reprint of April, 1918)

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande PROJECT New Mex.-Texas

THIS AGREEMENT, made - - the 27th day of November - - - - -
- - - - - nineteen hundred and - - - eighteen - - -, in pursuance of the act of June 17,
1902 (32 Stat., 388), and acts amendatory thereof and supplementary thereto, between THE UNITED
STATES OF AMERICA, hereinafter styled the United States, by - - - - -
- - - - - L. M. LAWSON, Project Manager. - - - - -,
United States Reclamation Service, thereunto duly authorized, and subject to the approval of the Director
of the United States Reclamation Service, and Jose Maria Provencio and Angelita
Garcia Provencio, husband and wife - - - - -

hereinafter styled Contractors their heirs, executors, administrators, successors, and assigns.

WITNESSETH: The parties covenant and agree that—

~~2. The Contractor will~~

2. WHEREAS, Under date of May 20th, 1918, the parties hereto entered into a written agreement whereby certain land in the Northeast quarter of Northwest quarter of Section twenty-two (22), Township thirty-two (32) South, Range seven (7) East, U.S. Reclamation Service Survey, El Paso County, Texas, was to be conveyed to the United States; and

3. WHEREAS, in paragraph 2 of the said contract the contractor agreed to furnish, at his own expense, an abstract of title of said land for the use of the United States and also further agreed that such abstract should later be extended, etc. at expense of contractor; the United States accepting, however, title guaranty in lieu of abstract; and

4. WHEREAS, in view of the small amount of the consideration to be paid to the Contractor, namely, \$72.60, and the fact that the U. S. Reclamation Service initiated the transaction and in view of the further fact that it has been found impossible to secure guarantee of the contractor's land title, which guarantee would have cost considerably less than abstract of title, and which guarantee the contractor had been lead to believe could be furnished; the original position of the contractor has been materially changed;

5. NOW, THEREFORE, the United States desiring to waive its rights under said paragraph 2 of the original contract, dated May 20th, 1918, and in consideration of the benefits running from each party hereto to the other party, it is mutually agreed between the parties hereto that said paragraph 2 in the original agreement shall be stricken

..... For and in consideration of the faithful performance of this contract, the Contractor shall be paid

7. No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of the contract so far as the United States is concerned; all rights of action, however, for breach of this contract are reserved to the United States, as provided by section 3737, Revised Statutes of the United States.

8. It is further stipulated and agreed that in the performance of this contract no persons shall be employed who are undergoing sentences of imprisonment at hard labor which have been imposed by courts of the several States or Territories or municipalities having criminal jurisdiction.

9. No Member of or Delegate to Congress, or Resident Commissioner, after his election or appointment or either before or after he has qualified and during his continuance in office, and no officer, agent, or employee of the Government, shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company, as provided in section 116 of the act of Congress approved March 4, 1909 (35 Stat. L., 1109).

IN WITNESS WHEREOF the parties have hereto signed their names the day and year first above written.

THE UNITED STATES OF AMERICA,

By L. M. LAWSON
Project Manager U. S. R. S.

WITNESSES:

Geo. W. Hoadley) Witnesses
C. F. Harvey) for both
) Parties

Jose Maria Provencio (Bismark)

Angelita Garcia Provencio (HerMar)
Contractor.

P. O. Address Olmito, Texas.

Approved:

(Date)....., 19.....

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made **May 20, 1918**

191 , with

Jose Maria Provencio and wife

for the purchase of land required for ~~Thompson ditch~~

Mesa Drain

purposes,

Gio Grande

Project,

El Paso

County,

Texas.

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

**1.15 acre in NE $\frac{1}{4}$ OF NW $\frac{1}{4}$ sec. 22, T 32 S, R 7 E,
U.S.R.S. survey, El Paso County, Texas.**

2. State nature, number, and date of entry by which it was acquired under public land laws, also date of final certificate and patent, if such have been issued.

Land is in State of Texas.

3. State names of the owners, post-office addresses, and county and State of residence. Give names of wives and husbands; if unmarried, widow, or widower, so state.

**Jose Maria Provencio and Angelita Garcia Provencio,
Clint, 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.

Owner.

5. Also state whether land is subject to right of way by virtue of contract with water users' association or other agreement.

**Agreed to convey right of way in stock-subscription contract to
water users' association.**

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, 1913 Edition, Pages 233-237.

1. As soon as possible after it has been ascertained that the property will be required, the Project Manager should forward to the Director of the Reclamation Service 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 boundary lines platted, showing all courses and distances and all references to public-land corners. (See Manual, Title, *Lands, Acquisition of*, Pars. 11 and 23, pp. 227 and 231.)

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 is 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 United States Attorney for the district. For form of possessory certificate see also Par. 20, 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)*, 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 United States Attorney the engineer should request that, if apparently in satisfactory form and sufficient, they be forwarded to the Assistant Attorney General for the Interior Department, with his opinion thereon, otherwise that they be returned, pointing out the defects and indicating how they may be remedied.

5. The Project Manager will notify the Director as soon as the abstract and form of deed have been forwarded to the Assistant Attorney General.

6. The Assistant Attorney General will render an opinion upon the title, and thereupon all the papers will be returned to the Project Manager 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., pronounced by the Assistant Attorney General to be liens against the estate. Payment may then be made to the grantor by the local fiscal agent, provided no further defects are revealed by the extension of the abstract, or the papers may be forwarded to the Director for payment by Treasury warrant. In the former case 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 United States Attorney for re-examination.

7. 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.

THIS AGREEMENT, made the 20th day of May,
nineteen hundred and eighteen, between Jose Maria Provencio
and Angelita Garcia Provencio, his wife, of Clint, Texas,
County, of El Paso, for themselves, their
~~heirs~~ heirs, legal represen-
tatives, and assigns, hereinafter styled the vendor, and The United States of America and its assigns by
J. M. Lawson, Project Manager,

United States Reclamation Service,
thereunto duly authorized by the Secretary of the Interior, pursuant to the act of June 17, 1902
(32 Stat., 388),

WITNESSETH:

1. The vendor in consideration of the benefits to be hereafter derived from the construction of
irrigation works through, upon, or in the vicinity of the lands hereinafter described, of the promises
and covenants of the United States herein contained, and of the payment to the vendor by the United
States of the sum of one (\$1.00) dollar, the receipt whereof is hereby acknowledged, does hereby
agree, upon the terms and conditions hereinafter stipulated, to sell and by good and sufficient deed to
convey to the United States of America the following-described real estate and property situated in

the county of El Paso State of Texas, to wit:

A tract of land approximately three and one-quarter miles north-
west of the town of Clint, Texas, in the northeast quarter of the
northwest quarter of section twenty-two (22), township thirty-two
(32) south, range seven (7) east, United States Reclamation
Service survey, being also in Survey No. sixty-one (61) of the
Socorro Grant and described and bounded as follows:

Beginning at the southwest corner, a point on the property
line between the Vendor and J. M. Coker; running thence north 44°
15' west one hundred ninety-one and seven-tenths (191.7) feet;
thence north 48° 54' west four hundred and eighty-three (483) feet;
thence south 69° 04' east three hundred forty-six and two-tenths
(346.2) feet on the property line between the Vendor, Lamar Davis,
and C. H. Bassett at forty-four and five-tenths (44.5) feet, a
point common to the properties of the Vendor, C. H. Bassett, and
Lamar Davis, from which point the northwest corner of said sec-
tion twenty-two (22) bears north 62° 45' west one thousand seven
hundred and seven-tenths (1700.7) feet; thence south 28° 44' east
three hundred thirty and seven-tenths (330.7) feet on the property
line between the Vendor and C. H. Bassett to the southeast corner,
a point common to the properties of the Vendor, C. H. Bassett, and
J. M. Coker, from which the northwest corner of said section twenty-
two (22) bears north 69° 15' west two thousand three hundred twenty-
three and two-tenths (2323.2) feet; thence south 48° 58' west
thirty-four and one-tenth (34.1) feet on the property line be-
tween the Vendor and J. M. Coker to the point of beginning; said
tract containing one and fifteen-hundredths (1.15) acres, more or
less.

cal year it is understood that the contract extend beyond the current fis-
gress making the necessary appropriation for expenditures thereunder af-
ter 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.

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

Witnesses :

THEO W BROWN JOSE MARIA PROVENCIO His X mark

of Clint, Texas WITNESSES FOR
C F HARVEY BOTH PARTIES. ANGELITA GARCIA PROVENCIO

of El Paso, Texas. Her X Mark Vendor.

of
For and on behalf of the United States.

of
STATE OF Texas
COUNTY OF El Paso } ss :

I, Geo W Hoadley, a Notary Public

in and for said county, in the State aforesaid, do hereby certify that Jose Maria Provencio
and Angelita Garcia Provencio
who are personally known to me to be the persons whose names are subscribed
to the foregoing instrument, appeared before me this day in person and acknowledged that
they

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

I further certify that I did examine the said Angelita Garcia Provencio

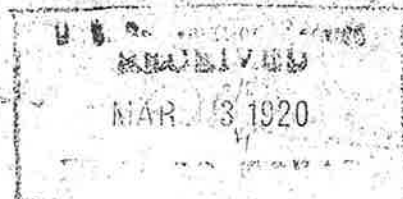
separate and apart from her husband, and explained to her the contents of the
foregoing instrument, and upon that examination she declared that she did
voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and do
not wish to retract the same.

Given under my hand and official seal, this 20th day of May, 1918

[SEAL.] GEO W HOADLEY

My commission expires June 1st 1919. Notary Public.

Approved , 191



W. H. Clark
FEB 23 1920

Chief Counsel

District Counsel, El Paso, Texas.

Title to land to be purchased from Jose Maria Provencio and wife in the Socorro Grant, El Paso County, Texas, Rio Grande Project, New Mexico-Texas.

1. I have considered opinion by Assistant District Counsel Fly in reference to the above subject and dated Feb. 14, 1920, based on abstract of title No. 15999 by the Pioneer Abstract and Title Co. covering the East 1.15 acres of land in survey 61 of the Socorro Grant, El Paso County, Texas. This land was contracted to the United States by agreement dated May 20, 1916, and set out on page 9 of said abstract.

2. It appears that deed from the town of Socorro to Manuel Provencio, one of the links in the chain of title, was lost sometime ago. In letter of April 15, 1919, District Counsel Peery in par. 8 calls attention to this. As required by Mr. Peery, Mr. Fly calls attention in par. 2 of his opinion to the fact that deed from the County Commissioners has been obtained and is now duly of record, curing this defect.

3. The affidavits mentioned in par. 3 of Mr. Fly's letter and which are mentioned in Mr. Peery's opinion appear to be satisfactory.

4. The affidavit mentioned in par. 4 of Mr. Fly's letter will be accepted as sufficient under the circumstances.

5. It appears from the abstract that the deed from the United States is already of record (entry 8, page 14) and that the taxes have been paid up to the recordation of the deed. It also appears that there are no mortgages, deeds of trust, judgments, or other liens affecting the land thus conveyed to the United States. Therefore we concur in the opinion expressed by Mr. Fly that the title as disclosed is good and sufficient and you are authorized to pay the purchase price in the usual way, deducting therefrom the amount paid by the United States

for taxes. The Fiscal Agent will transmit with his voucher this opinion and the other papers required by the Reclamation Manual.

Encl.

Asst. D. C. Fly's letter Feb. 14, 1920
Abstract of Title No. 15299
Affidavit by J. M. Provencia
Opinion D. C. 4/15/19
" " Peery - 5/8/19
Affidavit Hernandez & Maldonado
Possessory Cert.
Affidavit of Possession
Warranty Deed
Original Agreement to Sell
Blueprint (mentioned by Mr. Fly as blueprints)

W. L. ...

Copy to C. of C.
P. M., El Paso, Tex. ✓

CH

El Paso, Texas, August 2, 1918.

Stewart Title Guaranty Company,

El Paso, Texas.

Gentlemen:

Inclosed is blueprint showing property owned by Jose Maria Provencio and right of way, shown in red, over which property he will convey to the United States. It is requested that you prepare title guaranty for this land. A deed has been prepared and will be executed by Mr. Provencio and his wife the early part of next week and at once placed on record.

Very truly yours,

P W DENT CPH

District Counsel.

incl.

CH

El Paso, Texas, June 14, 1918.

Jose Maria Provencio,

Clint, Texas.

Dear Sir:

You are informed that the contract dated May 20, 1918, in which you agreed to convey to the United States a certain right of way for the Mesa drain, has been approved.

In this contract you also agreed to furnish an abstract of title. However, this office has made arrangements with the Stewart Title Guarantee Company to accept their guarantee contracts instead of making our own examination of title. The charge for this guarantee would be about \$10, and it is thought that you would rather take advantage of this method than to pay for an expensive abstract. Kindly indicate your wishes and we will proceed with the transaction.

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

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

Very truly yours,

P W DENT CFH

District Counsel.

CH

El Paso, Texas, June 14, 1918.

County Clerk for El Paso County,
El Paso, Texas.

Dear Sir:

Inclosed herewith for official record is contract
dated May 20, 1918, between Jose Maria Provencio and
wife and the United States.

Very truly yours,

P W DEET CPH

District Counsel.

incl.

El Paso, Tex. March 4, 1920.

Memorandum for District Counsel Examining Titles,
Washington, D. C.

Subject: Title to land to be purchased from Jose Maria
Frevencio and wife in the Socorro Grant, El Paso
County, Texas- Rio Grande Project, New Mexico -
Texas.

1. We are in receipt of opinion from your office
regarding the above subject.

2. It is respectfully suggested that in the
future when opinions are sent this office, a duplicate
be furnished so that our records will be complete as in
this case it was necessary to copy the Chief Counsel's
opinion for our files. It is our understanding that
duplicate copies of all opinions are to be furnished as
contemplated by paragraph 8 page 253 of the Manual.

3. Your attention is respectfully directed to
paragraph 5 of Chief Counsel's letter, first line -
"it appears from the abstract that the deed from the
United States". This is evidently a clerical error as
the words- "deed from the United States" should be "deed
to the United States". We have taken the liberty to
change the word "from" to "to", due to the fact that we
are of the opinion that the misuse of these words would
be confusing to the Washington offices in checking over
the papers.

- - - -

C. F. Fly

CC- C. of C.
C. F.

El Paso, Tex.
Feb. 14, 1920.

From Asst. District Counsel T. F. Fly
To Chief Counsel, Washington, D. C.
Subject: Title to land to be purchased from Jose Maria Provencio and wife in the Socorro Grant, El Paso County, Texas - Rio Grande Project, New Mexico - Texas.

1. There is transmitted herewith abstract of title No. 15999 of the Pioneer Abstract and Title Company which is for the East 1.15 acres of land out of Survey 61 in the Socorro Grant, El Paso County, Texas, more particularly described in that agreement abstracted at page 9 of the said abstract.

2. Your attention is directed to paragraph 8 of opinion of District Counsel Edwin H. Peery dated May 8, 1919. The patent to the parcel of land of which the piece under consideration is a part is dated Sept. 24, 1876, from the State of Texas to the inhabitants of the town of Socorro. The town of Socorro deeded the land in question to Manuel Provencio, the Government Vendor's father. This deed was lost before same was recorded. (See statement by abstractor, entry 4, page 4 of abstract). To cure this defect, we have secured the County Commissioner's deed (see entry No. 8 page 15a of abstract).

3. The deed abstracted as entry 5 page 5 from Ramiro Urteaga et al to the Government Vendor and the deed abstracted as entry 6 page 6 from Ramiro Urteaga and wife, et al to Adelina U. de Carrasco and the deed abstracted as entry 6a page 8a from Rafael Carrasco and wife to the Government Vendor in conjunction with the above mentioned County Commissioner's deed and affidavit from Gorgonio Hernandez and Mauricio Maldonado vests title in the Government Vendor. The affidavit from Hernandez and Maldonado shows that the Government Vendor has been in open, actual, adverse and notorious possession for more than ten years last past, which is a longer period than that required by the Texas statutes for adverse possession.

4. We have secured an affidavit from the Government Vendor showing the status of the different heirs of Manuel Provencio, the father of the Government Vendor.

The heirs of Manuel Provencio referred to in paragraphs 10 - 11- 12 - 13 and 14 of the opinion of District Counsel Edwin H. Peery, dated May 8, 1919, and their respective interests have all been accounted for by the above mentioned affidavit (see affidavit attached to papers) and I am of the opinion that their interests (the heirs of Manuel Provencio) have been either extinguished or vested in Jose Maria Provencio, the Government Vendor. The taxes on this property for 1918 and due Oct. 1, 1918 have been paid and the deed running to the United States to this tract of land is dated Aug. 6, 1918 (see entry 3 and 14 of abstract for warranty deed and page 25 for tax certificate).

5. It is my opinion that good and sufficient title vests in the Government Vendor and that payment of the purchase price, deducting the amount paid by the United States for taxes, may now be made. If your office concurs in this opinion, kindly return the papers and we will have the proper voucher prepared so that the Special Fiscal Agent of this project may make payment.

- - -

W. H. Fly

Enc.

Abstract of Title No. 15999.
Affidavit by J.M. Provencio.
Opinion D.C. 4/15/19.
" " Peery - 5/8/19.
Affidavit Hernandez & Maldonado
Possessory Certificate.
Affidavit of Possession.
Warranty Deed.
Original Agreement to Sell.
Blueprints.

El Paso, Tex.
Dec. 11, 1919.

Mr. Jose Maria Provencio,
Clint, Tex.

Dear Sir:

There is inclosed herewith an original affidavit which we wish to have signed by two disinterested parties who are familiar with the fact that you have resided upon the land which you own in survey No. 61. This is a corroborative affidavit to be attached to your affidavit, made a few months ago, so please get two men who have known you for more than ten years last past and who know that you have resided upon the land in question for that period. Kindly have this affidavit executed and return to this office as soon as possible, so that we may clear up the land purchase and issue voucher in payment to you therefor.

Yours very truly,

T. F. Fly

Asst. District Counsel.

El Paso, Texas, October 27, 1919.

From Project Manager

To Chief of Construction, Denver.

Subject: Voucher in favor of Pioneer Abstract and Guaranteed Title Company - Rio Grande project.

1. Receipt is acknowledged of letter of October 21 from Acting Chief of Construction.

2. In this connection your attention is invited to contract with same parties, Jose Maria Trevencio and wife, dated November 17, 1918, forwarded by Chief of Construction to Director under date of January 6, 1919, with recommendation for approval, and approved by Assistant to the Director under date of January 14, 1919,--amending the original contract dated May 20, 1918, so that the contractor would not be burdened with the expense of abstracting work in connection with this land purchase.

3. It is suggested that your office make necessary references on the original contracts when amended in this regard, as there are two or three others in the same class.

L. J. L. DON

Copy to D.C. El Paso.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE
TRAMWAY BUILDING
DENVER, COLO.

Oct. 25, 1919.

From Acting Chief of Construction
To Project Manager, El Paso, Texas,
Subject: Voucher in favor of Pioneer Abstract and Guarantee
Company - \$18.50.

1. Item 1 of this voucher covers a charge for preparing a supplemental abstract, #15999, ordered in connection with contract dated May 20, 1918 between Jose Maria Provencio and wife and the United States. Notation appears on the voucher that no deduction will be made from the purchase price on account of the United States paying for this supplemental abstract. The copy of contract on file in this office does not show that Article 2 of the Agreement to Sell has been cancelled. As this article provides that the vendor shall furnish all papers necessary to show good title it will be necessary to deduct this payment of \$2.00 from the purchase price as stated in the contract.

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A. F. Pratt

El Paso, Texas, August 25, 1919.

Pioneer Abstract and Guarantee Title Company,
First National Bank Building,
El Paso, Texas.

Gentlemen:

With our letter of July 28 we forwarded the Jose Maria Provencio abstract No. 15999, requesting that it be completed by showing title to land in the Socorro grant. To date we have not received the abstract, and we ask that it be completed and returned as soon as possible.

Very truly yours,

C F HARVEY

Asst. District Counsel.

El Paso, Texas,
July 28, 1919.

Pioneer Abstract Co.,
First National Bank Bldg.,
City.

Gentlemen:-

With reference had to our letter of June 26th in regard to work which we wished done upon the Leopold Acosta abstracts, these abstracts had been turned over to Acosta and he was to bring them to your office. He has not done this as yet and so far we have failed to impress upon him the necessities of the case. Therefore, we ask that whenever this abstract does show up in your office that you merely bring it up to date showing, among other recent matters, warranty deed dated June 25, 1919, running from Leopold Acosta and wife to the United States.

As to the matter of showing ~~as to~~ title in the Socorro grant, we are sending herewith abstract No. 15999 relating to land owned by Jose Maria Provencio, this land being in the Socorro grant and in connection with this abstract, we ask that title in Socorro grant be shown. The purchase covered by the Provencio abstract has been held up, as it was our intention to put the matters pertaining to the grant in the Acosta abstract and Mr. Provencio has become very impatient about getting his money. On this account we ask that you use your utmost endeavors to complete this Provencio abstract, and we would deem it a great favor if you could put us in receipt of it by the end of this week.

When may we expect the Isabel Martin and El Canutillo abstracts which were sent you with our letter of May 21st to be connected and brought down to date?

Very truly yours,

C. F. Harvey,

Asst. District Counsel.

El Paso, Texas,
April 22, 1919.

Mr. Jose M. Provencio,
Clint, Texas.

Dear Sir:

In accordance with our conversation of recent date, we have prepared and are forwarding herewith for execution by yourself and return to this office, an affidavit concerning title to your land in survey No. 61. This affidavit has been prepared for a corroborating affidavit by Adelina U. de Carrasco instead of the other party mentioned to you in our recent conversation. You will please therefore secure Adelina U. de Carrasco's signature.

When returning the affidavit, also send us the deed running from Adelina U. de Carrasco to yourself, which you stated you have in your possession.

We are as yet without communication from Judge Stanton in regard to his locating an original deed running to Manuel Provencio, but trust he will be able to find it.

In the abstract of title the tax statement shows that your 1918 taxes have not been paid. It will be necessary for you to pay these taxes, as the United States cannot make final payment for the right of way until they are paid.

We suggest that if it is not convenient for you to come to our office, that you mail the papers to us at once. In any event we desire to have prompt action.

Yours very truly,
Respectfully,
J. M. [Signature]

Enc

District Counsel.

Mr. Jose Maria Provencio,

Clint, Texas.

Dear Sir:

We have just received abstract of title to your land, but before an intelligent examination of it can be made, it will be necessary for us to inquire at length into your family history, particularly with reference to your father, who we understand bears your name, and with reference to any possible heirs at the time of his death; and also with reference to the parties who conveyed to you one tract of land and those parties who conveyed to Adelina U. de Carrasco. According to our plat of the land, it appears that you have color of title to only about one-fifth of the land described in your agreement to sell, and that Adelina U. de Carrasco holds the other four-fifths.

It will be necessary for you to come up to the office at your earliest convenience and we will endeavor to secure the necessary information as to these parties and see what can be done towards putting your title in proper shape for payment.

Yours very truly,

DWIGHT
By C.F. Harvey
District Counsel.

El Paso, Texas, April 15, 1919.

To: District Counsel.

Re: Edwin L. Perry, District Counsel.

Subject: Opinion on title to land to be purchased from Jose Maria Provencio and wife under contract dated May 20, 1918 - Rio Grande project.

1. The right of way to be purchased is 1.15 acres of Survey No. 61 of the Socorro Grant, El Paso County, Texas, as shown on the enclosed blueprint and by red lines on the plat at page 3 of the abstract of title. This 1.15 acres lies partially in a tract described in the plat in the abstract as the Feliciano de Barrasoa tract and partially in the Jose Maria Provencio tract, but being only about one-eighth in the latter tract.

2. The abstract begins with reference to the Grants from the Town of Socorro and abstract was not ordered to go behind the title in the Town of Socorro, which has already been examined in connection with other land purchases.

3. The deed running from the Town of Socorro, Survey No. 61, was, we are informed by the proposed grantor, never recorded, and he is unable to produce this deed. In connection with some other matters, the deed was lost with an El Paso attorney, he is unable to find it. A search is being made, however, and if it can be found it will be embodied in the record; otherwise we shall have to rely upon the general deed running from the County Commissioners of El Paso County to the United States, which was intended to cover matters of this kind where the old grant deeds have been lost or the record is otherwise irregular. This deed running from the County Commissioners is dated November 10, 1918, and recorded in Book 327 page 376.

4. The title is in rather poor shape, but it is believed that there will be little trouble in putting it in such condition that the United States can make prompt settlement. Discussion of the title hinges almost entirely upon the two warranty deeds at pages 5 and 6 of the abstract. Manuel Provencio, the original grantee, was the father or father-in-law of all the parties both grantors and grantees in these two

deeds, except Adeline U. de Carrasco, who is a grandchild. No deed or other written evidence of intended conveyance runs between Manuel Provencio and the grantors named in these two deeds. The family history and all other pertinent facts as to the division of the property are embodied in an affidavit which Jose Maria Provencio has stated he will execute and which has been prepared after a lengthy conference with him.

5. Jose Maria Provencio informs us that the quarter of an acre described as tract No. 1 in Warranty Deed dated January 24, 1914, is three miles away from the particular Government right of way, and he asks us to reconcile the description given for this quarter of an acre with the measurements given upon the plat of the abstract, and any discussion as to this warranty deed refers to what is therein described as tract No. 2. However, the method in which he is handling this title will account for the quarter of an acre described as tract No. 1 if by any possibility it should be part of the Government right of way.

6. It appears that Manuel Provencio, who had an interest in both the Jose Maria Provencio and Adeline U. de Carrasco tracts, was married and that his wife had died at the time of the making of the said two warranty deeds, and that there were two minor children at that time existed. However, the interest of Manuel Provencio was either by descent or gift, and was, under the law of Texas, his separate property and therefore during his life his children could acquire no vested interest on account of the death of their mother.

7. Jose Maria Provencio states that he holds good and sufficient deed to the land granted to Adeline U. de Carrasco, this deed running from the grantee to himself, and which he will submit for our scrutiny and to have it recorded.

8. Jose Maria Provencio has submitted an affidavit of possession covering the period from 1890 to date. It appears that the wife of Manuel Provencio did not die until the year 1904, and this in connection with a recent survey of the family history leaves us to believe that affiant may not have held exclusive possession since 1890, or even since 1904, and, of course, the warranty deeds dated February 24, 1912, and January 24, 1914, indicate that affiant may not have regarded his possession as hostile, at least up to February 24, 1912, and some time subsequent to January 24, 1914, or whatever may be the date of the deed which affiant states runs from Adeline U. de Carrasco to himself.

9. Taxes for the year 1918 are now due and payable.

10. To be of the opinion that good title will vest in the proposed grantor upon accomplishing the following:

Secure and have recorded original grant deed running to Manuel Provencio; or if this is not possible, rely upon the general deed running from the County Commissioners to the United States, *which should be included in abstract*

The execution of the affidavit, copy of which is enclosed, by Jose Maria Provencio, with a corroborating affidavit thereof by Adeline U. de Carrasco.

Recordation ^{of} duly executed deed running from Adeline U. de Carrasco to Jose Maria Provencio covering Tract No. 2 (or at least the particular Government right of way) which was granted in warranty deed dated January 24, 1914.

Payment of all taxes up to date.

PW Deuf

Encs:

Abstract of title,
Copy of affidavit,
Contract with proposed grantor,
Plat print.

El Paso, Texas,

Jan. 31, 1919.

Pioneer Abstract Company,
First Natl. Bank Bldg.,
El Paso, Texas.

Gentlemen:

Please prepare abstract of title for 1.15 acres of land on the East of the Jose Maria Provencio holding in Survey No. 61, Socorro Grant. The writer understands that an abstract covering only this easterly portion of the Provencio land can be prepared at a cost of \$20.00. A blueprint is enclosed for your use in preparing this abstract.

Yours very truly,

C. F. HANVY

Enc 1.

Assistant District Counsel.

AFFIDAVIT

STATE OF TEXAS :
COUNTY OF EL PASO: ss.

Before me, Geo. W. Hoadley, a notary public in and for El Paso County, Texas, on this day personally appeared Jose Maria Provencio, known to me as the affiant, and who being first duly sworn did depose and say; to-wit:

That affiant is over 21 years of age; that his post office address is Clint, Texas and that his residence is near the town of Clint, Texas, and that he has resided there continuously and uninterruptedly from 1916 and that he still resides at said place; that the children of Manuel Provencio were as follows: Romulo Provencio, Miguel Provencio, Elias Provencio, Teodora Provencio, Librada Provencio and this affiant; that the wife of said Manuel Provencio was Elifensa Guerra Provencio, who died on or about June 1904; that said Elias Provencio and his wife died on or about January 1911, in their home apparently from asphyxiation on the same night, and that they died intestate and without issue, and this affiant further states that he is informed and verily believes that the said Elias Provencio survived his said wife; that Magdalena H. Provencio, the grantor in two certain warranty deeds dated February 24, 1912, and January 24, 1914, respectively, appearing and more specifically described at pages 5 and 6 of that certain abstract of the Pioneer Company and said abstract being numbered 15999, was the wife of said Romulo Provencio, who died intestate and without issue and that the said Magdalena H. Provencio was his sole heir; that said Manuel Provencio, the grantee in a deed running from the town of Socorro, died intestate on or about April 1899; that shortly after the death of said Manuel Provencio an equitable division of certain lands in Survey No. 61 of which the land described in that certain deed dated August 6, 1918, by and between this affiant and the United States of America, was and is a part of said equitable divisions, but that no written evidence of said equitable division did or has ever existed, and that the land described in said warranty deed dated February 24, 1912, and referred to above, was set off to the said Magdalena H. Provencio, the wife of said Romulo Provencio, and that the said Romulo Provencio prior to February 24, 1912, had become deceased, and that on February 24, 1912, the said Magdalena H. Provencio had not again married, and that the said Miguel Provencio had married but that prior to February 24, 1912, his wife had died intestate and without issue, and that Ramiro Urteaga was the husband of Librada (Provencio) Urteaga, and that the said Ramiro Urteaga had no interest in the land and should not have been joined in said deed dated February 24, 1912, and that the one-quarter (1/4) of an acre of land described as Tract No. 2 in said last mentioned deed, namely the deed dated January 24, 1914, is three (3) miles, more or less, from the United States Reclamation Service right of way involved herein; that

the said land described in said deed dated January 24, 1914, was a division of property of the said Manuel Provencio set off by this affiant, Miguel Provencio, Magdalena H. Provencio (the wife of Romulo Provencio), Ramiro Urteaga and Josefa J. de Urteaga (his wife by the second marriage) the first wife, Librada de Urteaga, deceased, whose only child was by the above marriage to Ramiro Urteaga is and was Adelina U. de Carrasco, the grantee in said deed dated January 24, 1914.

WITNESSES:

Subscribed and sworn to before me this _____ day of May, A.D., 1919.

Geo. W. Hoadley

Notary Public in and for El Paso County, Texas.

My commission expires:
June 1st, 1919.

Portland, Oregon, May 8, 1919.

From District Counsel Edwin H. Peery
To District Counsel P. W. Dent, El Paso, Texas.
Subject: Title to land to be purchased from Jose Maria Provencio and wife in the Socorro Grant, El Paso County, Texas - Rio Grande Project, Tex. - N. M.

1. I have your opinion of April 15, 1919, transmitting abstract and certain papers relative to the title of Jose Maria Provencio to a triangular piece of land containing 1.15 acres situated within the limits of Survey No. 61 of the Socorro Grant, El Paso County, Texas, which said party and his wife, Angelita Garcia Provencio, by instrument of May 20, 1918, agree to convey to the United States for a consideration of \$72.60.

2. The land is further described as situated approximately three and one-quarter miles northwest of the town of Clint, and also in the NE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 22, T. 32 S., R. 7 E., U. S. Reclamation Service survey, and particularly as beginning at the southwest corner on the line of J. M. Coker; running thence north 44° 55' west 191.7 feet; thence north 48° 54' west 483 feet; thence south 69° 4' east on line between vendor, Lamar Davis and C. N. Bassett 346.2 feet; thence south 28° 44' east 330.7 feet on line of C. N. Bassett to a point on line of J. M. Coker, from which the northwest corner of said Section 22 bears north 59° 15' west 2323.2 feet; and thence south 45° 56' west 34.1 feet to the point of beginning.

3. The abstract shows that the vendors by deed of August 6, 1918, recorded at page 227, book 324, Deed Records of El Paso County, Texas, have conveyed the above described tract of land to the United States.

4. You are of the opinion that good title will vest in the grantor upon securing and recording the original grant deed from the Town of Socorro to Manuel Provencio, the due execution of an affidavit by Jose Maria Provencio, a draft of which is submitted with the papers, together with corroborating affidavit by Adelina U. de Carrasco, and also the recording of a duly executed deed from the latter to Jose Maria Provencio covering tract No. 2, described in deed shown at entry No. 6 of the abstract, or at least by procuring from said party a deed to the particular Government right of way to be purchased. You also state that the taxes due to date should be paid.

5. The showing of title is not such as to justify a final opinion at this time, upon which payment of the consideration might be based, and when the title is completed as contemplated in your opinion the papers may be resubmitted for final examination.

6. The abstract does not set forth the title of the Town of Socorro to the grant of that name, in which grant the tract to be conveyed is situated. I have no recollection of having passed upon the title to this grant, but if such an opinion has been rendered it might be taken as the basis of an opinion on the title in this case, and a reference to such opinion and abstract should accompany the voucher; otherwise an abstract covering the title from the Mexican government and the state to the Town of Socorro should be submitted.

7. The abstracters state that they find no conveyance of record from the Town of Socorro covering survey No. 61, but that they are informed that this survey was conveyed to Manuel Provencio by the Town of Socorro, and that deed to same was lost. It appears also from the statement that a partition of the public lands of the town was made about January 9, 1888, and that the survey in question is shown upon the Parker map. Further reference also is made to the "Manuel Provencio Survey" and Survey No. 61, thus indicating that Manuel Provencio had more than one survey. This is also confirmed by a further direct statement that the Town of Socorro conveyed public survey No. 7 to Manuel Provencio by deed recorded in Book 16, page 129. This indicates that Manuel Provencio received his portion of public survey in the partition of public lands of the grant.

8. If the deed from the Town of Socorro to Manuel Provencio conveying Public Survey No. 61 is not found, it is proposed to rely upon the general deed that has been executed by the county commissioners of El Paso County to the United States, conveying lands required by the United States in the construction of irrigation works, where parties claiming the same have held the land adversely for the statutory period of limitation. If this course is relied upon in perfecting the title, a showing of adverse possession for the statutory period in the vendor and his predecessors in interest should be made by affidavit of two disinterested parties. This affidavit should be acknowledged and recorded.

9. The abstract shows only one deed conveying land to the vendor and only a small part of the purchase lies within the tract so conveyed (entry No. 5). The principal tract in which the purchase lies was conveyed by certain parties by deed of January 24, 1914, to Adelina U. de Carrasco, and it is from this party that you propose to obtain a deed in order to perfect the title.

10. No sources of title are shown to the grantors in deeds conveying the two tracts above mentioned, but the proposed affidavit to be executed by Jose Maria Provencio shows that the parties claim as heirs at law or successors in interest of Manuel Provencio, the original grantee from the Town of Socorro of Survey No. 41. From this proposed affidavit it appears that said Manuel Provencio died some time before the year 1899, leaving surviving him his widow Elifonsa Guerra. His only children were Jose Maria Provencio, the affiant, Romulo Provencio, Miguel Provencio, Elias Provencio, Teodora Provencio and Librada Provencio.

11. Teodora Provencio died before the death of her parents and never took any interest in the premises. Elias Provencio married, and he and his wife died in 1911 at the same time and at the same place, apparently from asphyxiation. They left no children. If the husband survived, his interest passed to his brothers and sisters, but if the wife survived her husband, she would inherit his interest, which on her death would pass to her heirs or representatives. It may be presumed in this instance, unless the contrary is shown, that the husband survived.

12. Romulo Provencio married and died leaving his widow, Magdalena H., and no children. If he died intestate, his wife inherited his interest, and it appears that she has conveyed the same, so that title will finally vest in the Government vendor.

13. Miguel Provencio figures in the deeds shown in the abstract, and his interest is accounted for.

14. Librada Provencio married one Ramiro Urteaga, and died leaving one child Adelina, who is the Adelina U. de Carrasco above referred to. Ramiro Urteaga conveyed his interest as shown by the deeds in the abstract, but Adelina U. de Carrasco has not conveyed her interest in the tract deeded to Jose Maria Provencio on February 24, 1912 (entry No. 5). Her interest in this tract should be obtained.

15. In the affidavit it would be well to show the dates as far as possible when the different parties who figure in the title died, and whether they died intestate. If the deaths have been recent, a showing should be made that the estates are free of indebtedness.

16. The above observations are given in the way of suggestions, and when the title has been completed to your satisfaction the papers may be resubmitted, together with form of deed, as contemplated by the Reclamation Manual.

Edwin H. Peery

Enclosures:

1. Opinion of District Counsel;
2. Proposed affidavit Jose Maria Provencio;
3. Agreement of sale;
4. Blue print;
5. Abstract 15999 of the Pioneer Abstract and Guarantee Title Co.

Copy to C. G. V

Mr. Provenzio called at office
August 2 and instructed that we
order title curanty at his ex-
pense.
(Will call with wife about Aug.
5 to sign deed.)

File copy

STATE OF TEXAS :
: ss.
COUNTY OF EL PASO:

Before me, the undersigned authority, this day personally came and appeared Jose Maria Provencio, to me well known, and who after being by me duly sworn did depose and say:

That he is over 21 years of age; that his postoffice address is Clint, Texas; that he is a son of Manuel Provencio, who was the original grantee to Survey No. 61 in conveyance running from the Town of Socorro, and that the other children of said Manuel Provencio and all of them were Romulo Provencio, Miguel Provencio, Elias Provencio, Teodora Provencio and Librada Provencio; that the wife of said Manuel Provencio was Elifonsa Guerra Provencio, who died in the year 1904; that said Teodora Provencio died when a little girl and long prior to the death of her parents; that said Elias Provencio and his wife died in the same house apparently by asphyxiation on the same night in the year 1911, this family having no children, grandchildren or other heirs living at the time of their death; that Magdalena H. Provencio, the grantor named in certain two warranty deeds dated February 24, 1912, and January 24, 1914, appearing at pages 5 and 6 of the Pioneer Co. abstract of title No. 15999, was the wife of said Romulo Provencio, who died without issue, said Magdalena H. Provencio being his sole heir; that said Manuel Provencio, the grantee in deed running from the Town of Socorro, died intestate during or prior to the year 1899; that shortly after his death an equitable division of certain lands in said Survey No. 61 was made, but that no written evidence of such division has ever existed, and that the land described in said warranty deed dated February 24, 1912, was set off to said Magdalena H. Provencio, the wife of Romulo Provencio, the latter who was prior to February 24, 1912, deceased, (and that on February 24, 1912, said Magdalena H. Provencio had not again married) and to said Miguel Provencio who had been married, but that on February 24, 1912, his wife had died, and that Ramiro Urteaga, husband of said Librada Provencio, had no interest in this tract of land and should not have been joined in said deed; that the one-quarter of an acre of land described as Tract No. 1 in said warranty deed dated January 24, 1914, is some three miles from the Reclamation Service right of way otherwise involved in the conveyances herein discussed; and that the land described as Tract No. 2 in said last mentioned warranty deed was in the said division of property of said Manuel Provencio set off to said Jose Maria Provencio, Miguel Provencio, Magdalena H. Provencio and Librada Urteaga, the latter then deceased, whose only child by her marriage with Ramiro Urteaga is Adelina U. de

Carrasco, the grantee named in said deed of January 24, 1914; and that this affiant is one of the sons of the said Manuel Provencio.

JOSE MARIA PROVENCIO His X Mark

Witnesses:

C F Harvey
Bernabe Flores

Subscribed and sworn to before me this 25th day
of April, A. D. 1919.

(SEAL)

GEO W HOADLEY

Notary Public In and For
El Paso County, Texas.

My com exp June 1 - 1919

ORIGINAL

340

COLLECTOR'S NO.

THIS IS ONLY A STUB OF A

REDEMPTION RECEIPT

NOTE.—This stub of receipt should be held by owner, until the redemption is perfected. The original and a duplicate receipt will be sent to State Comptroller and perfected, then returned to the Collector, to whom application should be made for perfected Certificate of Redemption.

TAX COLLECTOR'S OFFICE,

COUNTY, TEXAS

Received of

191 9

the sum of

Redemption of the following Real Estate, which was reported delinquent, or sold to the State for taxes for the year designated.

DESCRIPTION OF PROPERTY REDEEMED

Abst. No.	Cert. No.	Survey No.	ORIGINAL GRANTEE	Acres Redeemed	Lot No.	Block No.	Div.	Sub-Div.	Addition	CITY OR TOWN
216-61			Doovero.	15.9						

To Whom Assessed	Years Sold or Delinquent	Taxes, Interest and Penalty	STATE TAXES			COUNTY TAXES			
			Ad valorem	School	Pension	Ad valorem	Dist. School	Road	Special
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