

100

SALAS, DONACIANO et. ux. Epifania V. de

WARRANTY DEED

(151)

MESA DRAIN

0023-0073-0031

6-(31) TEXAS

12

X

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

KNOW ALL MEN BY THESE PRESENTS:

That we, Donaciano Salas and Epifania V. de Salas, husband and wife,

of the County of El Paso, State of Texas, in consideration of the sum of
Six Hundred and Twenty-five and 0/100

DOLLARS,

to us in hand paid by the United States of America, pursuant to the act
of June 17, 1902 (32 Stat. 388), and acts amendatory thereof and supple-
mental thereto,

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

~~XXXXXX~~ of the County of ~~XXXX~~ and ~~XXX~~ of ~~XXXX~~, 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 miles northwest of the town of
Ysleta, Texas, in the northwest quarter of the northeast quarter of sec.
16 and the southwest quarter of the southeast quarter and the southeast
quarter of the southwest quarter of sec. 9, T. 31 S., R. 6 E., United
States Reclamation Service survey, being also in Surveys Nos. 174 and 175
of the Ysleta Grant and more particularly described as follows:

Beginning at the most northerly corner of the tract of land herein de-
scribed, which is a point on the property line between land of the Grantors
and of F. Cordova, from which point the northeast corner of said sec. 9
bears north 32°23' East 5374.2 feet; thence south 44°16' east 582.1 feet;
thence north 45°44' east 15 feet; thence south 44°16' east 560.8 feet to
a point on the property line between land of the Grantors and of T. F.
Payne, from which point the northeast corner of said sec. 16 bears north
89°22' east 2117.15 feet; thence along said property line north 89°42'
west 281.6 feet; thence north 44°16' west 766.8 feet to a point on property
line between land of the Grantors and of said F. Cordova; thence north 0°
04' east 214.65 feet along said property line to the point of beginning;
said tract of land containing three and thirty-five hundredths (3.35)
acres, more or less;

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

The United States of America and its

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

The United States of America and its

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

WITNESS our hands at El Paso, Texas, this 4th
September day of 1919.

Witnesses at Request of Grantor

DONACIANO SALAS

Epifania V. de Salas

U.S. documentary stamp \$1 affixed
and cancelled.

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
Donaciano Salas

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

Given under my hand and seal of office this 4th day of September A. D. 1919.

GEO W HOADLEY

Notary Public.

My com. exp. June 1 1921

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
Epifania V. de Salas wife of Donaciano Salas

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
Epifania V. de Salas 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 4th day of September A. D. 1919

GEO W HOADLEY

Notary Public.

My com. exp. June 1 1921

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 4
day of September, A. D. 1919 with its certificate of authentication, was filed for record in my
office ~~the~~ 18 day of May A. D. 19120, at 1:20 o'clock P. M. and duly recorded
the 25 day of May A. D. 19120 at 9:03 o'clock A. M. in the records of ^{deed}
said County, in Volume 356 on pages 54 0.

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 W P---, Deputy.

TO

WARRANTY DEED

Single and Wife's Separate Acknowledgment

Filed for record 191

at o'clock M.

Clerk, County Court, El Paso County, Tex.

By Deputy.

ELLIS BROS. PRINTING CO., EL PASO

Dated El Paso, Texas, July 24 1919

(Signature) _____ GHO. H. HOLCOMB

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

Approved:

L. M. LARSON

Project Manager.

G-4873

3

INSTRUCTIONS.

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

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

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

(b) Affidavit of disinterestedness.

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

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

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

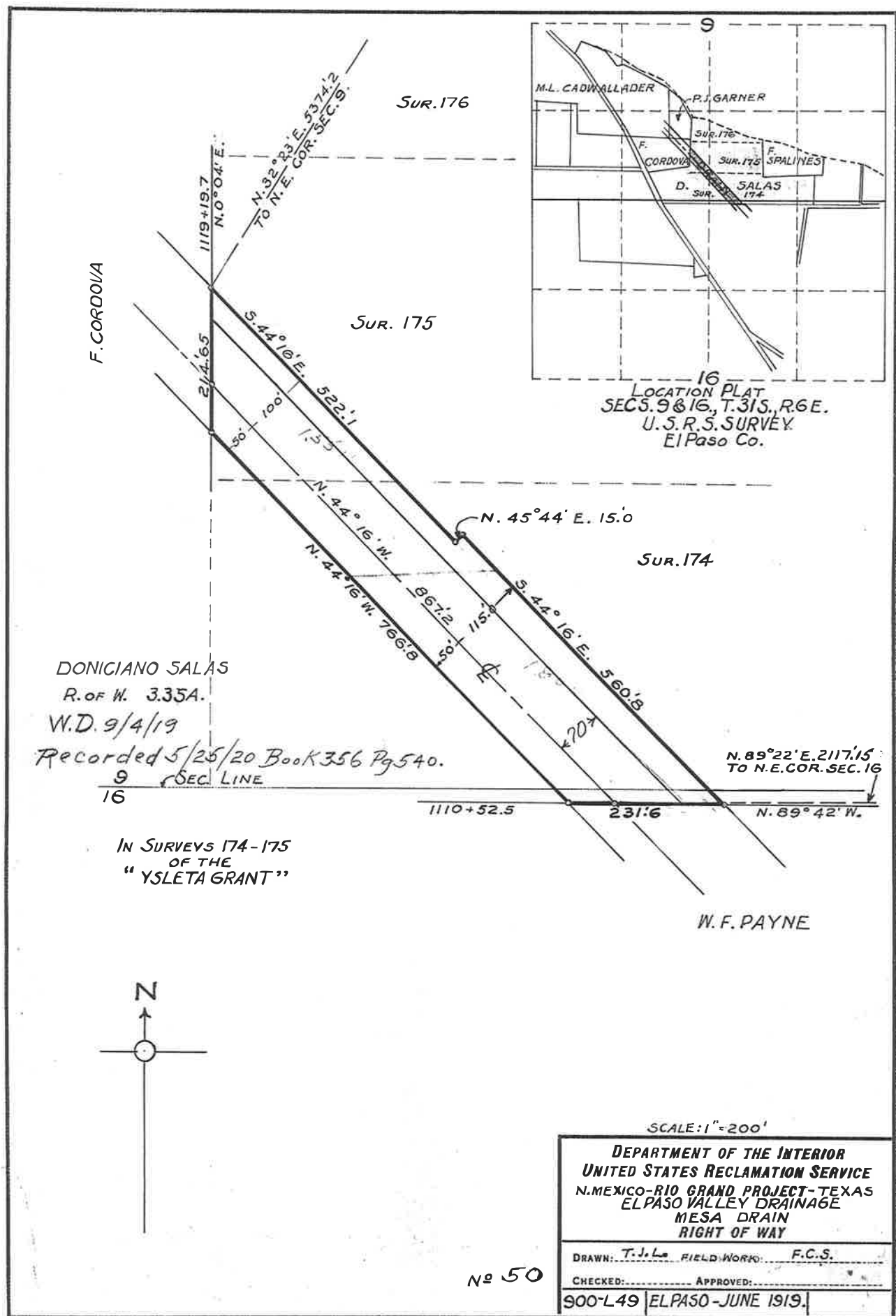
2. When the agreement has been approved, the original will be returned to the project manager, who will immediately notify the vendor thereof and call upon him, if pursuant to said agreement, to furnish an abstract of title, which shall later be extended to include any instruments subsequently recorded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

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

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

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

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



No 50

SCALE: 1" = 200'

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE
N.MEXICO-RIO GRAND PROJECT-TEXAS
EL PASO VALLEY DRAINAGE
MESA DRAIN
RIGHT OF WAY

DRAWN: T.J.L. FIELD WORK: F.C.S.

CHECKED: APPROVED:

900-L49 | EL PASO - JUNE 1919.

6-18-4A

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, AUG 4 - 1919, 19

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

Subject: Forwarding contract for approval.

Agreement dated July 24, 1919

Rio Grande Project

Executed on behalf of U. S. by L M Lawson Project Manager

With Francisco Salas and wife.

Estimated amount involved, \$ 625.00

Authority No.
or clearing acct. 6-5

Accompanied by bond and two copies
(Strike out if no bond transmitted.)

Purpose:

(See instructions on back.)

Payment for 215 acres of land required for water
diversion right of way.

Inclosures listed on reverse. (See Par. 5.)

Advise Chief of Construction, Denver, Colo., and Project Manager
at El Paso, Texas, and District Counsel

at El Paso, Texas, of the approval of the above

Inclos. Origl. & 2 copies contract.
Appraisal rept.
Certificate of recommendation.
2 blueprints.

Project Manager.

Rept. on land agreement.

Denver, Colo., Aug. 8, 1919.

It is recommended that the above-described contract be approved.

Inclosures:

Orig. & 3 copies of form letter,
contract,
certificate of necessity,
appraisal report,
report on land agreement,
1 blueprint, 900-L-49.

F. E. Weymouth

Chief of Construction.

Washington, D. C., AUG 20 1919

Contract (and bond, if any,) was approved by MORRIS ELEN,
Assistant to the Director.

Original enclosed to ~~PM~~ for record,
and return to Washington office.

on AUG 20 1919

AUG 12 '19 1513

CERTIFICATE.

I HEREBY CERTIFY That the land described in the agreement dated ~~January~~ July 24, 1919, with Donaciano Salas and wife, is required for purposes authorized by the Act of June 17, 1902 (32 Stat. 388), namely, as right of way for El Paso Valley mesa Grain, a part of the Rio Grande project; that the consideration to be paid thereunder, \$625.00, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

L M LARSON

Project Manager.

El Paso, Texas,
July 25, 1919.

Approved May 27, 1910, by the
Secretary of the Interior.DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

THIS AGREEMENT, made the 24th day of July,

nineteen hundred and nineteen, between Donaciano Salas and Epifania~~xxxx~~ M. de Salas, his wife, of El Paso, El PasoCounty, Texas, for themselves and their heirs, legal represen-
tatives, and assigns, hereinafter styled the Vendor, and The United States of America and its assigns byL. M. Lawson, Project Manager, of the 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 dollar (\$1.00), 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 situated approximately three miles northwest of the town of Ysleta, Texas, in the northwest quarter of the north-east quarter of sec. 16 and southwest quarter of the southeast quar-ter and southeast quarter of the southwest quarter of sec. 9, T. 31 S., R. 6 E., United States Reclamation Service survey, being also in Surveys Nos. 174 and 175 of the Ysleta Grant and more particularly described as follows:

Beginning at the most northerly corner of the tract of land herein described, which is a point on the property line between land of the Vendor and of F. Cordova, from which point the northeast corner of said sec. 9 bears N. 32°23' E. 5374.2 feet; thence S. 44°16' E. 522.1 feet; thence N. 45°44' E. 15 feet; thence S. 44°16' E. 560.8 feet to a point on the property line between land of the Vendor and of W. F. Payne, from which point the northeast corner of said sec. 16 bears N. 69°22' E. 2117.15 feet; thence along said property line N. 89°42' W. 231.6 feet; thence N. 44°16' W. 766.8 feet to a point on property line between land of the Vendor and of said F. Cordova; thence N. 0°04' E. 214.65 feet along said property line to the point of beginning; said tract of land con-taining 3.35 acres, more or less.

The ~~Vendor~~ Vendors expressly warrant that they have employed no third person to solicit or obtain this contract in their behalf, or to cause or to procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that they have not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by them hereunder; and that they have not, in estimating the contract price demanded by them, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to them hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. They further agree that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the United States, and that the United States may retain to its own use from any sum due or to become due thereunder an amount equal to any brokerage, commission, or percentage so paid or agreed to be paid. Provided, however, it is understood that this covenant does not apply to the selling of goods through a bona fide commercial representative employed by the Vendors in the regular course of their business in dealing with customers other than the Government and whose compensation is paid, in whole or in part, by commissions on sales made, nor to the selling of goods through established commercial or selling agents or agencies regularly engaged in selling such goods.

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

Witnesses:

_____ Donaciano Salas
of _____

_____ Epifania V. de Salas
of _____ Vendor.

_____ The United States of America,
of _____ By L M Lawson
_____ Project Manager U. S. R. S.
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 Donaciano Salas and Epifania V. de Salas, 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 Epifania V. de Salas 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 24th day of July, 191 9

[SEAL.]

Geo W Hoadley

My commission expires June 1st 1921 Notary Public.

Approved this _____ day of _____, 191

Comptroller, U. S. R. S.

Appraisal Report.

We, the Undersigned, members of a board designated to fix the value of the land to be purchased from Donaciano Salas and wife by the United States for right of way for the El Paso Valley mesa drain, Rio Grande project, described in agreement to sell dated July 24, 1919, find that the fair and reasonable consideration to be paid by the United States is a money payment of \$625.

(Sgd.) Milton J. Graves

Representative El Paso Valley
Water Improvements District No. 1.

El Paso, Texas,
July 31, 1919.

GEO W HOADLEY

Representative U. S. Reclama-
tion Service.

Mesa Grain COUNTY El Paso

1. Mailing address of each party Donaciano Salas
#27C. Smelter El Paso, Tex
2. Personal status of each party (married, single, widow or widower): Married
3. List of improvements (state, as by itemized bill, how total consideration was fixed):
No liens
In Garden truck Water melons etc
4. Interest held by each party joined in contract, other than owner or wife of owner, as "Joint ownership", "lessee", or "licnor", and if licnor, state such facts as may be gathered from owner as to date, amount and quality of encumbrance:
5. State whether or not land is homestead property Not Homestead
6. Survey number of tract (if not embodied in land description):
174-175-176 Valde. If no survey number is available state item in tax records: Item (under whose name assessed and line number in assessment book):
Acreage _____: Assessed at _____
other available information _____
7. Grantor will order title currently.
☒ Grantor agrees that Service may order title currently and make deduction therefor.
Grantor will order abstract of title.
Grantor agrees that Service may order abstract of title and make deduction therefor.
☒ Grantor states that taxes are paid to date.
Grantor will pay taxes now unpaid.
Grantor wishes Service to pay taxes and make deduction therefor, and will furnish this office with bill of unpaid taxes.
Grantor states that land is now encumbered (as per item 3) and wishes Service to pay off encumbrance and make deduction therefor. (In case this is to be done, grantor will have to consult personally with the licnor).
Grantor states that land is encumbered (as per item 3) and will at once take steps to remove same.
8. Cost of structures to be built by Service. None.

Abstract # 2735 furnished for Examination receipt given.
reed running from Sambrano to Salas
dated 6/5/07.

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made
Donaciano Salas and wife

July 24

19 **19**, with

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

1. State description and *approximate area* of land to be conveyed. **3.35 acres in NW 1/4 of NE 1/4 sec. 15 and NE 1/4 sec. 16 T. 21 N., R. 6 E., Reclamation Service survey, being also in surveys Nos. 174 and 175 of Ysleta Grant.**

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 lies in (Spanish) Ysleta grant - no United States public land 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.

Donaciano Salas and wife, address: C-27, Smelter, El Paso, Tex.

4. State who is in possession of the premises to be conveyed, or of any part thereof, and if a tenant, give his name and post-office address. If the land is held under a lease, state the general terms of the lease, and the date when the tenant is to give up possession, or if some arrangement has been made with the tenant in case his interest in the land desired for acquisition will be affected.

In possession of owners stated above. No leases.

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

Land is subject to right by virtue of stock-subscription agreement between landowner and water users' association.

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

All in garden truck; 1.55 acres valued at \$2 00 per acre.	\$310.00
1.80 " " " 175 " "	315.00
Total	<u>\$625.00</u>

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

All irrigable under Rio Grande project.

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

\$200 to \$400 per acre.

9. State fully any other matters relative to the land or to the purchase that may be of interest to the Government, especially concerning possible injury or benefit to other portions of this tract.

Drainage work will be of general benefit to the land.

Dated El Paso, Texas, July 24 1919

(Signature) _____ GEO W HOAGLEY

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

Approved:

L M LARSON

Project Manager.

6-4893

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

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

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

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

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

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

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

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

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

7-281

REPORT ON LAND AGREEMENT.

For purposes.

..... project.

Sec., T., R. M.

Belonging to

County of

State of

Submitted by

Date 191

El Paso, Texas, May 19, 1920.

Mr. Donaciano Salas,
27-C Smelter,
El Paso, Texas..

Dear Sir:

Returned herewith are your abstract of title and deed dated March 13, 1907, running from Julian Yrigollen to E. Sambrano. We thank you very much for the use of these papers.

Title certificate for the right of way purchase came to hand yesterday, and as soon as your deed to the United States is received from the county records, this land purchase will be vouchered and check sent to you in payment.

Very truly yours,

P W DEET

District Counsel.

2 incls.

El Paso, Texas, May 11, 1920.

Pioneer Abstract and Guarantee Title Company,

El Paso, Texas.

Gentlemen:

Transmitted herewith is warranty deed dated September 4, 1919, running from Donaciano Salas et ux. to the United States, together with letter of transmittal to the county clerk for recordation.

This deed covers 5.55 acres of land in the Ysleta Grant, and is one of the tracts with reference to which you advised a few days ago, that examination had been completed with view to issuance of title certificate.

Very truly yours,

P W DINE

District Counsel.

incls.

El Paso, Texas, May 11, 1920.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is warranty deed dated September 4, 1919, running from Donaciano Salas et ux. to the United States.

Very truly yours,

F T BENT

District Counsel.

incl.

El Paso, Texas,
May 7, 1920.

Mr. Donaciano Salas,
27-G Smelter,
El Paso, Texas.

Dear Sir:

You are advised that the Pioneer Abstract & Guarantee Title Company are ready to issue their title certificate upon the land to be purchased from you for the Mesa Drain right of way. We have your warranty deed executed and will record it as soon as you furnish us with United States documentary revenue stamp for \$1.00. When this deed is recorded we will obtain the title guarantee and prepare the voucher for payment. You will understand, however, that our further action is now delayed until the revenue stamp is received.

Yours very truly,

P W DENT

District Counsel.

*Please see that all your
taxes are paid up to date
as this must be done
before the Government
can pay you.*

El Paso, Texas, December 16, 1919.

Pioneer Abstract and Guarantee Title Company,
El Paso, Texas.

Gentlemen:

Reference is had to our letter of August 26 in regard to the Donaciano Salas land.

This will authorize you to complete the abstract in such manner as is necessary for proper examination of the title, including underlying title and bringing down to date.

Kindly prosecute this work as fast as possible and issue title certificate. We hold duly executed warranty deed, which can be recorded at any time if title is otherwise found good in the above named party.

Thanking you for this and other favors, we are,

Very truly yours,

C F HARVEY

Asst. District Counsel.

*Salas agreed personally
to this in office 12/16-19
Harvey*

*5/19-20
advised that Pioneer
had no bill to
collect for any
abstracting work
on this order
Harvey*

El Paso, Tex.
Dec. 11, 1919.

Mr. Donaciano Salas,
27-C Smelter,
El Paso, Tex.

Dear Sir:-

We have endeavored to get the Pioneer Company to write a title guaranty upon land which was taken for the Mesa Drain, but without success, for the reason that the underlying title to your property is not shown in the abstract which you submitted. We ask that if you can possibly see your way clear to do so, you give us authority to order this company to bring the abstract to a completed stage. The cost of doing this will not be great and when the abstract is thus completed it will be of much more value to you than the document which you submitted.

You must appreciate that it is impossible for us to get a title guaranty with the abstract in its present condition and if this cannot be done we cannot make payment of the amount due to you.

Yours very truly,

C. F. Harvey

Asst. District Counsel.

El Paso, Texas, September 4, 1919.

Pioneer Abstract and Guarantee Title Company,

El Paso, Texas.

Gentlemen:

In reference to the abstract showing underlying title to the Vineyard Tract, we understand that this title is shown in the Sarrels abstracts, which you now have and which Mr. Sarrels has or would order brought up to date. We wrote Mr. Sarrels on August 27 to the effect that he had not definitely stated to you the work which he wished done on his abstracts, and we trust that there will be no further delay on his part.

We suggest that it might be possible for your legal department to pass on the Vineyard underlying title from the Sarrels abstracts and that it will not be necessary to prepare a special abstract. If this cannot be done, kindly advise, and we will go further into the matter of getting the Vineyard title in such shape that you can pass upon it.

Is this land in the Vineyard tract?
In this connection reference is had to the Donaciano Salas title, for which you wished to use the Vineyard abstract. IS this land in the Vineyard tract? We were under the impression that it is not. If so, it will be necessary to make other arrangements for complete abstract, and we will take up the matter with the party in interest to that end.

Very truly yours,

C F HARVEY

Asst. District Counsel.

El Paso, Texas, August 26, 1919.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is contract dated July 24, 1919, between Donaciano Salas and wife and the United States.

Very truly yours,

C F HARVEY

Asst. District Counsel.

incl.

El Paso, Texas, August 26, 1919.

Mr. Donaciano Salas,
27-C Smelter,
El Paso, Texas.

Dear Sir:

Our Department has approved the contract entered into with you for purchase of right of way for the mesa drain. We are to-day forwarding your abstract of title to the Pioneer Company for the necessary title certificate, and when this certificate issues your abstract will be returned to you.

Pending the examination of the title by the Pioneer Company, we are asking you to sign the inclosed warranty deed, also having your wife sign the deed, and return the instrument to this office. There is also inclosed an affidavit as to possession, which please sign and return. It will not be necessary for Mrs. Salas to sign the affidavit.

The warranty deed will require an Internal Revenue war-tax stamp for \$1, which it is customary for the grantor to supply.

We suggest that you had better call at our office with the papers, if you are in doubt as to the proper method of executing them. If you do this, the notary public here can take your acknowledgments to the deed and also the oath to the affidavit, without any charge to you.

We invite your early attention to these matters, and trust that the title guaranty company will find your title in such condition that we may accept the deed at once and make payment to you of the money due under your contract.

Very truly yours,

C F HARVEY

Asst. District Counsel.

El Paso, Texas, August 26, 1919.

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

Gentlemen:

Transmitted herewith is abstract of title and a blueprint in relation to 3.35 acres of land to be conveyed to the United States by Donaciano Salas and wife, for which we wish title certificate. The consideration to be paid is \$625.

Julian Yrigollen deeded to E. Sambrano the land described in the trust deed abstracted at page 19, under date of March 18, 1907 (see Book 105, p. 21); while the trust deed to A. G. Tilcox abstracted at page 19 was still in effect; and under these conditions the estate that E. Sambrano had as beneficiary under the trust deed was merged into that conveyed by the former deed.

Sambrano conveyed to Salas by deed dated June 5, 1907, which has been recorded, but we are not able at this writing to cite you to the exact book and page numbers. This deed carried a vendor's lien to secure four notes, the longest term note being payable 24 months after date of the deed. No release of the vendor's lien appears in the county records, but Salas exhibited the four notes, each marked paid, and of course the four-years limitation has long since run against the lien.

Kindly advise us as soon as possible if you can issue title certificate, and if so we shall at once call upon the Government vendor for a warranty deed running to the United States and put same on record.

Very truly yours;

C F HARVEY

Assistant District Counsel.

2 incls.

El Paso, Texas,
July 25, 1919.

Mr. Donaciano Salas,
27-C, Smelter,
El Paso, Texas.

Dear Sir:-

The contract which you signed agreeing to convey right of way for the Mesa Drain has been turned over to this office for further action together with your abstract of title.

In looking over this abstract of title, we find that it stops with a trust deed dated Jan. 31, 1907, running from Julian Yrigollen to A. J. Willcox, Trustee, this conveyance being given to secure a debt due by Julian Yrigollen to E. Sambrano, the debt being evidenced by a promissory note given by the grantor to Sambrano, which was dated the same date as the trust deed, for \$450.00, payable 6 months after date.

On March 13, 1907 while the trust deed to Willcox was still in effect, Yrigollen conveyed the lands involved to Sambrano, this conveyance being a warranty deed reciting a consideration of \$2200.00 cash and "full acquittance given." While the estate or interest of Sambrano under the Willcox trust deed was probably legally merged into the estate granted to Sambrano by the deed of March 13, 1907, we desire to ask if any release or other conveyance was ever given by Willcox to relieve the land of the possible cloud upon the title by reason of the fact that Willcox was empowered definitely to sell the land if the note recited in the trust deed was not paid and apply the proceeds of the sale upon the payment of this note. As stated above, it would appear that the recital in the later deed of March 13, 1907 to the effect that this deed was "given in full acquittance", yet there is no positive assurance of record that

A. J. Willcox does not still retain the power to sell the land to a third party under which sale he would, of course, have to turn the money or a portion of it over to Sambrano, but yet under which sale the title to the land in Sambrano might be defeated, thereby defeating your right in the land which runs to you by deed from Sambrano of a later date.

Sambrano deeded the land to you under date of June 5, 1907, retaining a vendor's lien to secure 4 notes of the same date as the deed for \$600.00 each, due 6, 12, 18 and 24 months after date. We are unable to find that this vendor's lien was ever formally released of record. As it is now over 12 years since the date of these notes, we suppose they have been paid, and if this is a fact, you should secure a release of the vendor's lien from Sambrano and have it recorded. Until this is done, it will be impossible for us to have a title guarantee issued for the purchase, and you understand, of course, we cannot pay you the purchase money until the title is guaranteed.

In view of the above we are inviting your attention to both the Willcox trust deed and the vendor's lien running in favor of Sambrano. If you have instruments covering these two incumbrances to your title, kindly put us in possession of them. If you have not the Sambrano release, this office will be pleased to draw one for you and have it recorded at your expense, but if there is no further instrument affecting the warranty trust deed, we will consider the matter further and it may be possible that we can pass favorably upon this feature of the title in its present condition.

Very truly yours,

C. L. Harvey,

Asst. District Counsel.

THIS IS TO CERTIFY, in regard to a tract of land containing 3.35 acres purchased from Donaciano Salas et ux. under agreement to sell with these parties dated July 24, 1919, and the title guaranty issued in connection therewith dated May 18, 1920:

That the tax certificate contained in the title guaranty refers to the land a portion of which has been acquired by the United States under the above described agreement to sell; and as to taxes for the year 1920, which taxes were not assessed at the date of the warranty deed conveying title to the United States, decision by the Secretary of the Interior dated April 25, 1910 (D-11479), which is a letter to the Director of the Reclamation Service, holds that, as to the United States, which is a party exempt from taxation by State authority, "if property is acquired while the proceedings are in fieri by one exempt from taxation, the taxing proceeding is arrested, and a tax, though subsequently levied, is not a lien effectual against the title."

El Paso, Texas,
Aug 4 1920.

P. DENT

District Counsel.

Inclosures with this land purchase are as follows:

- Agreement to sell dated July 24, 1919.
- Warranty deed and one copy, with 2 blueprints.
- Title guaranty.
- 2 letters from Chief Counsel to Dist. Counsel, El Paso, dated April 11, 1918, and June 26, 1918.
- Affidavit as to possession.
- Possessory certificate.

Ex. copy above cert.

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

Affidavit as to Possession.

State of Texas, County of El Paso:

Before me, the undersigned authority, came and appeared Donaciano Salas, to me well known, and who, being by me duly sworn, deposed and said:

That to his personal knowledge the land described in a certain contract dated July 24, 1919, made between himself and the United States of America, which said land is located in northwest quarter of northeast quarter of section 16 and southwest quarter of the southeast quarter and southeast quarter of the southwest quarter of sec. 9, township 31 south, range 6 east, United States Reclamation Service survey, being also in Surveys Nos. 174 and 175 of the Ysleta Grant, El Paso County, Texas, and containing 3.35 acres, more or less, has been and is now held in his continuous, adverse, and exclusive possession since June 5, 1907, the date of a conveyance of the land of which said 3.35 acres is a part, running to himself from E. Sambrano, and that no other person has, during this period of possession, held adverse possession of any of the said described land.

DONACIANO SALAS

Subscribed and sworn to before me at El Paso, Texas, this

2nd

day of

September

, A. D. 1919.

(sgd.) Geo W Hoadley

Notary Public, El Paso
County, Texas.

My com. exp.

6/1-21.

POSSESSORY CERTIFICATE.

Rio Grande Project,
El Paso, Texas, July 24, 1919.

I, Geo. W. Hoadley, Field Assistant, United States Reclamation Service, certify that I have personally examined the land sought to be acquired by the United States from Donaciano Salas and wife, in NW $\frac{1}{4}$ of NE $\frac{1}{4}$ sec. 16 and SW $\frac{1}{4}$ of SE $\frac{1}{4}$ and SE $\frac{1}{4}$ of SW $\frac{1}{4}$ sec. 9, T. 31 S., R. 6 E., United States Reclamation Service survey, being also in Surveys Nos. 174 and 175 of the Ysleta Grant, El Paso County, Texas, for Rio Grande project, and that the said proposed grantor was in actual, sole, and exclusive possession of the land proposed to be conveyed, claiming to be the owner, and no person claiming a right in such land adverse to the grantor is in possession of any part of it.

GEO W HOADLEY

El Paso, Texas,
July 24, 1919.

Field Assistant.

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WARRANTY DEED (131) NESA DRAIN

0023-0073-0031

6-(31) TEXAS