

480 SCHEIDKNECHT & DAUGHERTY

WARRANTY DEED

(131) MESA DRAIN

0023-0077-0027-00

13-(27) TEXAS

THE STATE OF TEXAS, }  
COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS:

That we, A. Schildknecht and D. M. Daugherty, and Emma A. Daugherty,  
wife of D. M. Daugherty,

of the County of El Paso, State of Texas, in consideration of the sum of  
One hundred fifty-two and 50/100 (\$152.50)

DOLLARS,

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

the receipt of which is hereby acknowledged

ha ve Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said

The United States of America

~~of the County of~~

~~and~~

~~and~~

, 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 situated approximately 4- $\frac{1}{2}$  miles northwest of the town of Clint, Texas, in the west half of the northeast quarter of section sixteen (16), township thirty-two (32) south, range seven (7) east, United States Reclamation Service survey, said tract of land beginning at the southwest corner of the land herein described, which is a point in the property line between the Grantors herein and J. M. Ridley and from which the southeast corner of said section sixteen bears south 26° 42' east 3755.5 feet; running thence north 45° 16' west 1434.2 feet; thence south 82° 24' east 198.8 feet on the property line between the Grantors herein and W. F. Robinson; thence south 45° 16' east 785.4 feet; thence south 31° 31' east 504.9 feet on the property line between the Grantors herein and J. M. Ridley to the point of beginning; said tract of land herein described containing 3.05 acres, 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

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

WITNESS our hand S at El Paso and at ~~Calhoun~~, Tex., this 11th day of November A. D. 1918, and 19th day of November. A.D. 1918.

Witnesses at Request of Grantor

A. SCHILDKNECHT

D. M. DAUGHERTY

EMMA A. DAUGHERTY

THE STATE OF TEXAS, }  
COUNTY OF ~~EL PASO~~ <sup>Culberson</sup>

BEFORE ME, J F Provine <sup>Culberson</sup> County Clerk  
in and for ~~El Paso~~ <sup>Culberson</sup> County, Texas, on this day personally appeared  
D M Daugherty

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 11th day of November A. D. 1918

(SEAL) J F PROVINE  
County Clerk, Culberson County, Texas.

THE STATE OF TEXAS, }  
COUNTY OF ~~EL PASO~~ <sup>Culberson</sup>

BEFORE ME, J F PROVINE  
County Clerk in and for El Paso, County, Texas, on this day personally appeared  
Emma A Daugherty wife of D M Daugherty

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 Emma A Daugherty 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 11th day of Nov A. D. 1918

(SEAL) J F PROVINE  
Clerk County Couty Culberson County Texas

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 11 & 19  
day of Nov, A. D. 1918 with its certificate of authentication, was filed for record in my  
office this 20 day of Nov A. D. 1918, at 8:20 o'clock A M. and duly recorded  
the 20 day of Nov A. D. 1918 at 4:02 o'clock P M. in the records of  
said County, in Volume 322 on pages 164

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 I M Woodard Deputy.

TO

WARRANTY DEED

Single and Wife's Separate Acknowledgment

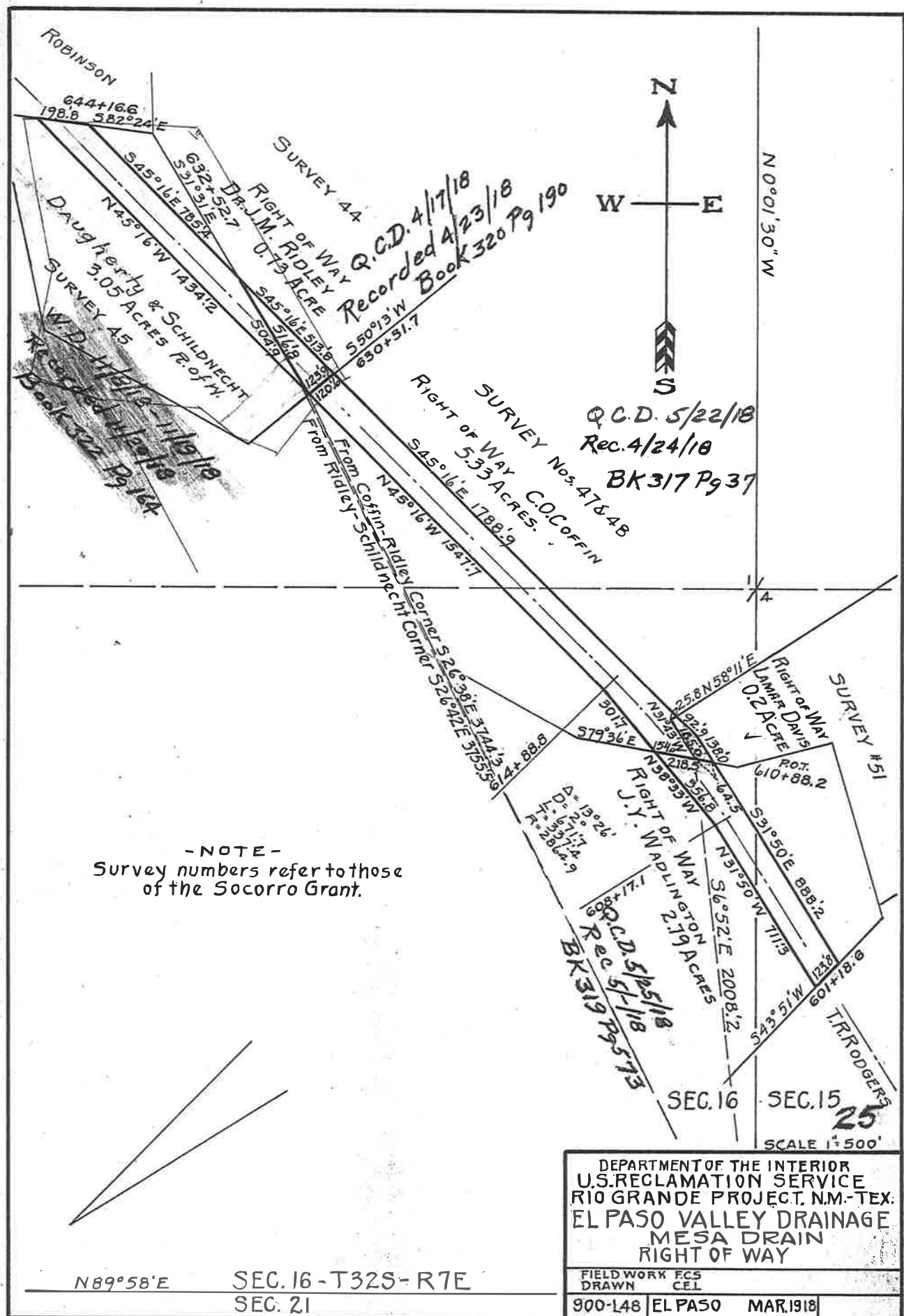
Filed for record 191

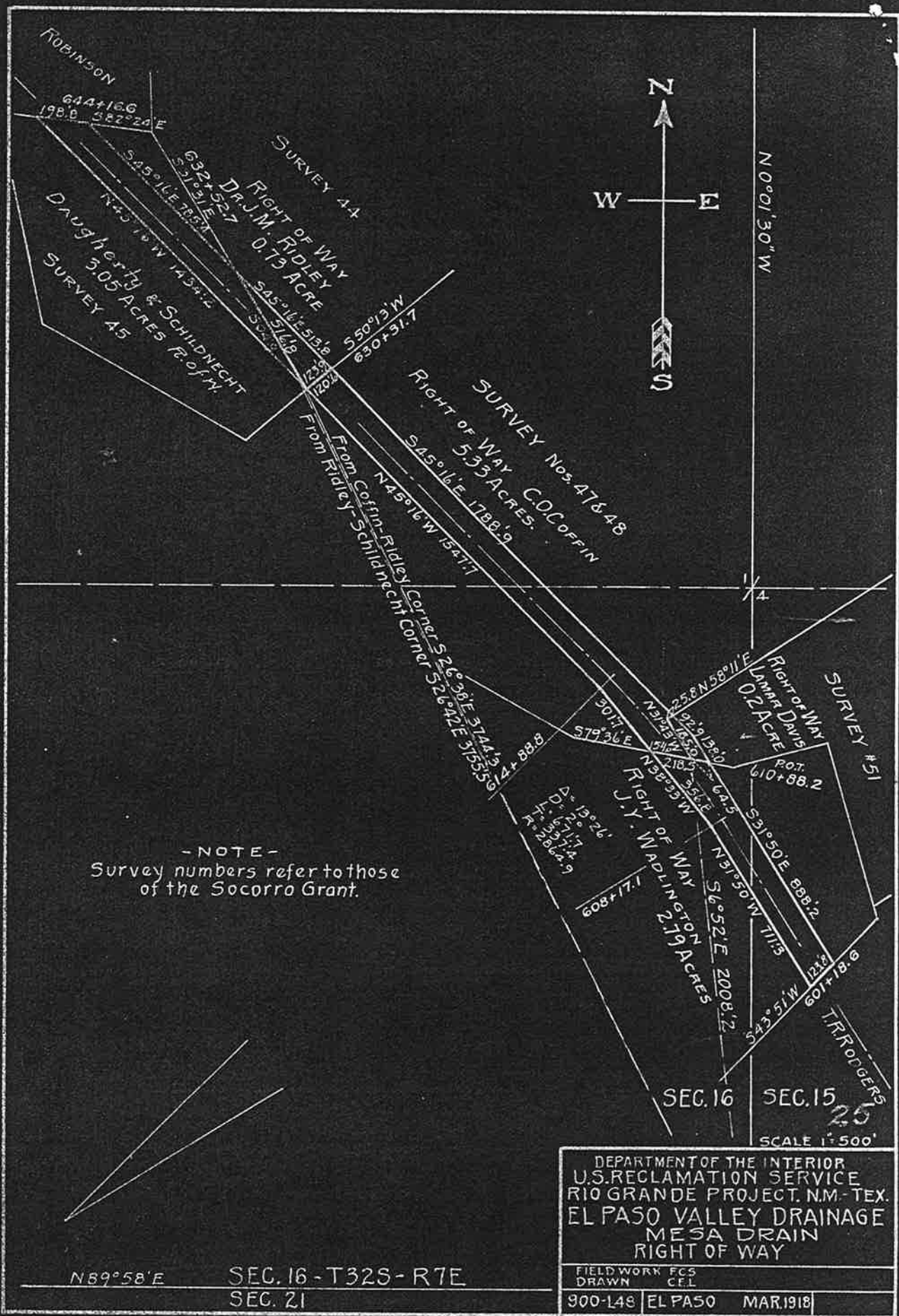
at o'clock M.

Clerk, County Court, El Paso County, Tex.

By Deputy.

ELLIS BROS. PRINTING CO., EL PASO





REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made **the 23d day of September, 1918**, with

**A. Schildknecht and D. M. Daugherty**

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. **3.05 acres in W $\frac{1}{2}$  NE $\frac{1}{4}$  sec. 16. T. 32 S., R. 7 E..**
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.  
**Texas land - no public land in this State.**

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.

**A. Schildknecht, El Paso, Texas; and D. M. Daugherty, care A. Schildknecht, El Paso, Texas. This is a partnership holding, therefore names of wives are not used.**

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.

**Owners.**

5. Also state whether land is subject to right of way by virtue of contract with water users' association or other agreement. **Is subject to stock-subscription agreement to grant necessary right of way, such agreement being embodied in water users' association contracts with the members.**



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 cotton. No buildings.**

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.

**Water rights under Rio Grande project.**

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

**\$100 to \$150 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.

**Drain will be of general benefit to the land.**

The above is a correct statement of the information procured.

Dated **September 25, 1918.**

191

(Signature) **GEO. W. HOADLEY**

**L. M. LAWSON**

(Title) **Field Assistant.**

*In Charge of Negotiations:*

Approved:

*Project Manager.*

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

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

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

7. In the case of land covered by a homestead or desert-land entry where an entire legal subdivision is involved a relinquishment to the United States is sufficient, and a certificate should be obtained from the register and receiver of the local land office showing that the entry was valid and subsisting at the time of the relinquishment, and that it had been relinquished and canceled on the records of the land office. This



certificate should accompany the voucher in lieu of the deed or relinquishment, which will be retained in the local land office. Where less than a legal subdivision is to be acquired, which can not be described in the ordinary way (by quarters and halves), the method outlined under (b) and (c), paragraph 38, page 236 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 officials at Washington, D. C. In this connection, see also Manual, par. 12, page 227.

16. For a general discussion of this subject see pages 96 to 100 of Water-Supply Paper No. 93.

7-281

## REPORT ON LAND AGREEMENT.

For ..... purposes.

..... project.

Sec. ...., T ..... R ..... M.

Belonging to .....

County of .....

State of .....

Submitted by .....

Date ..... 191 .....

51-2-12  
51-2-51

6-4803

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

Witnesses :

A Schildknecht

of \_\_\_\_\_

D M Daugherty

Vendor.

of \_\_\_\_\_

L M Lawson

For and on behalf of the United States.

of \_\_\_\_\_

of \_\_\_\_\_

STATE OF Texas  
COUNTY OF Culberson } ss :

I, T R Owen, a Justice of the Peace & exofficio Notary Public

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

who is personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that

he

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

~~XXXXXX~~ separate and apart from \_\_\_\_\_ husband \_\_\_\_\_, and explained to \_\_\_\_\_ the contents of the foregoing instrument, and upon that ~~examination~~ declared that \_\_\_\_\_ 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 21st day of Sept. 1918

[SEAL.]

T R OWEN Justice of the Peace  
and exofficio Notary Public, Culberson  
County, Texas.

My commission expires \_\_\_\_\_  
Approved \_\_\_\_\_, 1918

Affidavit as to Possession.

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

I, A Schildknecht, do solemnly swear that to my personal knowledge the land described in the contract dated Sept. 23, 1918, made between myself and the United States of America, which land is located in W $\frac{1}{2}$  NE $\frac{1}{4}$  sec. 16, T. 32 S., R. 7 E. USRS Survey, & Survey No. 45, 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 10 years 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.

A SCHILDKNECHT

Subscribed and sworn to before me at El Paso, Texas, this 12th day of Sept., A' D. 1918.

Geo W Hoadley

(SEAL)

My commission expires  
June 1, 1919.

Notary Public In and For El  
~~El Paso County, Texas~~  
This is to certify that upon personal inquiry made on Nov. 8, 1918, at the office of the El Paso County Treasurer, I was informed that all taxes due and payable on the above described land were paid up to date.

C. F. Harvey  
Asst. Dist. Counsel.

CH

El Paso, Texas, October 30, 1918.

Stewart Title Guaranty Company,

El Paso, Texas.

Gentlemen:

We would like two title guaranties covering transfers from A. Schildknecht and D. M. Daugherty, for which we are calling for warranty deeds. These will be recorded within about a week.

One purchase is for land in Survey No. 45 of the Socorro Grant about 4- $\frac{3}{4}$  miles northwest of Clint, and is for 3.05 acres at a consideration of \$152.50. The other purchase is of land in Survey No. 167 of the Socorro Grant and at a consideration of \$60.50. This office is informed that these holdings are well known as the Schildknecht and Daugherty ranches, and we believe the above descriptions will be ample to inform you as to the particular land involved.

Very truly yours,

C F HARVEY

Assistant District Counsel.

CH

El Paso, Texas, October 30, 1918.

Mr. A. Schildknecht,  
Mesquite, Texas.

Dear Sir:

In accordance with your request stated on October 28, we are ordering title guaranty for the two land purchases we now have under way with yourself and Mr. Daugherty.

Inclosed are two warranty deeds which you and Mr. Daugherty will execute and return to this office as soon as possible. We must, of course, get these deeds on record before the title guaranties can issue, and you will therefore hasten their execution all you possibly can.

The deed carrying the consideration of \$152.50 will require a 50-cent internal revenue stamp, which please do not neglect. The other deed for \$60.50, being less than one hundred dollars, will require no stamp.

If you wish to sign your name in this office, the notary here will be glad to take your acknowledgment without charge to you.

As mentioned in our letter of the 23d, it is hoped that the taxes are paid up to date on this property, as this will facilitate closing the transaction.

Very truly yours,

C F HARVEY

Assistant District Counsel.

2 incls.



El Paso, Texas, October 23, 1918.

Mr. A. Schildknecht,

Ysleta, Texas.

Dear Sir:

You are advised that contracts dated September 21 and 23 for conveyance of rights of way for San Elizario main canal and for mesa drain have been approved.

In these contracts you also agreed to furnish an abstract of title. However, this office has made arrangements with the Stewart Title Guaranty Company to accept their guaranty contracts instead of making our own examination of title. The charge for this guaranty would be about \$10 for each purchase, and it is thought that you would prefer to take advantage of this method than to pay for expensive abstracts. Kindly indicate your wishes and we will proceed with the transaction. We are under the impression that you wished title guaranties, but fail to find a memorandum to that effect.

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

The matter of taxes will receive examination, and it is hoped that your taxes are up to date. If they are not paid, kindly take appropriate action, as the Government cannot accept deed with a tax lien on the land.

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,

C F HARVEY

Assistant District Counsel.

*Mr. Schildknecht  
called at office  
Oct. 28 and said  
we should order  
the title  
guaranty*

El Paso, Texas, October 23, 1918.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record are two contracts dated September 21, 1918, between A. Schildknecht and D. M. Daugherty and the United States.

Very truly yours,

C F HARVEY

Assistant District Counsel.

2 incls.

CERTIFICATE.

I HEREBY CERTIFY That the land described in the agreement dated September 23, 1918, with A. Schildknecht and D. M. Daugherty, is required for purposes authorized by the act of June 17, 1902 (32 Stat. 388), namely, as right of way for the El Paso Valley mesa drain, a part of the Rio Grande project; that the consideration to be paid thereunder, \$152.50, 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,  
September 25, 1918.