

80 SCHOTT, WALDO R. et ux Helen B.

WARRANTY DEED

(131) MESA DRAIN

R/W 0013-0085-0017-00 19-(17) TEXAS

THE STATE OF TEXAS, }  
COUNTY OF EL PASO.

V561 P312

Know all men by these presents:

W. R. Schott and Helen B. Schott - husband and wife

of the County of El Paso, State of Texas, in consideration of the sum of Two Hundred Eleven and 75/100-----(\$211.75)----- DOLLARS,

to them in hand paid by THE UNITED STATES OF AMERICA

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

XXXXXXXXXXXXXXX of the County of XXX and X, all that certain

tract or parcel of land, lying in the County of El Paso and State of Texas and more particularly described as

A tract of land lying and situate in the Mainland San Elizario Grant, El Paso County, Texas, and in the East half (E $\frac{1}{2}$ ) Section nineteen (19), Township thirty-three (33) South, Range eight (8) East, Bureau of Reclamation Survey, being also within Tract six (6) Block six (6) on plat of official resurvey of the Mainland San Elizario Grant, as accepted by the Commissioners' Court of El Paso County, Texas, the 13th day of January, 1930, and of record in the office of the County Clerk of said County and State, being more particularly described as follows:

Beginning at the point of intersection of the line between Tracts six (6) and seven (7), Block six (6) of the official resurvey of the Mainland San Elizario Grant with the southeasterly right of way line of the Mesa Drainage Canal and from which point a concrete post bears North fifty-five degrees (55°) forty-four minutes (44') East one hundred twenty and two tenths (120.2) feet; thence South fifty-five degrees (55°) forty-four minutes (44') West along the said line between Tracts six (6) and seven (7), Block six (6), twenty (20) feet; thence North thirty-seven degrees (37°) twelve minutes (12') West two thousand six hundred twenty-two and no tenths (2622.0) feet to a point on the line between tract six (6) Block six (6) and tract one (1) Block eight (8) of the official resurvey of the Mainland San Elizario Grant and from which point an iron pipe bears South eleven degrees (11°) eighteen minutes (18') West eighty-six and two tenths (86.2) feet; thence along said line between Tract six (6) Block six (6) and Tract one (1) Block eight (8) North eleven degrees (11°) eighteen minutes (18') East twenty and five tenths (20.5) feet and North thirty degrees (30°) thirty-two minutes (32') East five and no tenths (5.0) feet to a point on the southwesterly right of way line of the Mesa Drainage Canal; thence South thirty-seven degrees (37°) twelve minutes (12') East along said right of way line of the Mesa

Drainage Canal two thousand six hundred thirty-eight and five tenths (2638.5) feet to the point of beginning, said tract of land containing one and twenty-one hundredths (1.21) acres more or less, all as shown on plat attached to contract between the grantors and grantee herein, dated February 17, 1931, of record in Volume 546 on page 39 of the records of El Paso County, Texas.

XXX does and assigns forever and do hereby bind ourselves, our heirs, executors and administrators, to Warrant and forever Defend, all and singular, the said premises unto the said THE UNITED STATES OF AMERICA, its successors

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

WITNESS our hands at Clint, Texas this 8th day of July A. D. 1932

Witnesses at Request of Grantor

Waldo R. Schott

Helen B. Schott

SINGLE ACKNOWLEDGMENT.

THE STATE OF TEXAS,

County of El Paso.

Before me the undersigned authority, a Notary

Public

in and for El Paso County, Texas, on this day personally appeared  
Waldo R. Schott

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 8th day of July A. D. 1932

Nina Rice

Notary Public, in and for El Paso  
County, Texas

WIFE'S SEPARATE ACKNOWLEDGMENT.

THE STATE OF TEXAS,

County of El Paso.

Before me the undersigned authority, a Notary

Public,

in and for El Paso County, Texas, on this day personally appeared

HELEN B. SCHOTT

wife of WALDO R. SCHOTT

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  
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 8th day of July A. D. 1932

Nina Rice

Notary Public in and for El Paso County,  
Texas.

CLERK'S CERTIFICATE.

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 8th  
day of July A. D. 1932, with its certificate of authentication, was filed for record in my  
office this 15th day of July A. D. 1932, at 10:55 o'clock A. M.  
and duly recorded the 16th day of July A. D. 1932, at 9:00 o'clock A. M.  
in the records of said County, in Volume 561 on Pages 312-313

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.

Clerk County Court, El Paso County, Texas.

By Deputy.

Waldo R. Schott

Helen B. Schott

TO

The United States of America

Warranty Deed

Filed for Record the 15th

day of July 1932

at 10 o'clock and 55 minutes A. M.

W. D. Greet

Clerk, County Court, El Paso County, Texas.

By Julia Cooke, Deputy

ELLIS BROS. PRINTING CO., EL PASO.

7/8/32

561/312

DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION

Rio Grande

IRRIGATION PROJECT

LAND PURCHASE CONTRACT

THIS CONTRACT, made this **17th** day of **February**, 193<sup>1</sup>, in pursuance of the act of June 17, 1902 (32 Stat., 388), and acts amendatory thereof or supplementary thereto between the UNITED STATES OF AMERICA, hereinafter styled the United States, by **represented by the contracting officer executing this contract**

~~thereto, duly authorized, and subject to the approval of the proper supervisory officer thereof,~~  
and **W. R. Schott**

and **Helen B. Schott**, his wife, hereinafter styled Vendor,

of \_\_\_\_\_, County of **El Paso**, State of **Texas**

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

3. The Vendor shall sell and by good and sufficient ~~general~~ <sup>general</sup> warranty deed, (General warranty, covenant against grantor, or quitclaim)

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

**their community**

(Homestead, community, separate)

property, situated in the County of **El Paso**

State of **Texas**

, to wit:

A tract of land lying and situate in the Mainland San Elizario Grant, El Paso County, Texas, and in the East one-half (1/2) Section nineteen (19), Township thirty-three South, Range eight East (R08, S33), Bureau of Reclamation Survey, being also within Tract six (6) Block six (6) on plat of official resurvey of the Mainland San Elizario Grant, as accepted by the Commissioners' Court of El Paso County, Texas, the 13th day of January, 1930, and of record in the office of the County Clerk of said County and State, being more particularly described as follows:

Beginning at the point of intersection of the line between Tracts six and seven (6&7) Block six (6) of the official resurvey of the Mainland San Elizario Grant with the southeasterly right-of-way line of the Mesa Drainage Canal and from which point a concrete post bears North fifty-five degrees forty-four minutes East (N55°44'0") one hundred twenty and two-tenths (120.2) feet; thence South fifty-five degrees forty-four minutes West (S55°44'0") along the said line between Tracts six and seven (6&7) Block six (6) twenty (20) feet; thence North thirty-seven degrees twelve minutes East (N37°12'0") two thousand six hundred twenty-two and no tenths (2622.0) feet to a point on the line between Tract six (6) Block six (6) and Tract one (1) Block eight (8) of the official resurvey of the Main-

land San Elizario Grant and from which point an iron pipe bears South eleven degrees eighteen minutes West (S11°18'0") eighty-six and two-tenths (86.2) feet; thence along said line between Tract six (6) Block six (6) and Tract one (1) Block eight (8) North eleven degrees eighteen minutes East (N11°18'0") twenty and five-tenths (20.5) feet and North thirty degrees thirty-two minutes East (N30°32'0") five and no tenths (5.0) feet to a point on the southwesterly right-of-way line of the Mesa Drainage Canal; thence South thirty-seven degrees twelve minutes East (S37°12'0") along said right-of-way line of the Mesa Drainage Canal two thousand six hundred thirty-eight and five-tenths (2638.5) feet to the point of beginning, said tract of land containing one and twenty-one one-hundredths (1.21) acres more or less, all as shown on plat attached hereto and made a part hereof.

Corrected to Engr. Data 5/11/31

4. Upon receipt of notice that this contract has been approved on behalf of the Bureau of Reclamation, the vendor shall, without cost to the United States, promptly furnish a complete abstract of title covering the said property, which shall later be extended by the Vendor to include each instrument subsequently recorded in connection herewith, including the conveyance made pursuant to this contract: *Provided*, That if the Vendor fails or refuses to furnish such abstract of title within sixty days after notice that this contract has been approved, such abstract may be procured by the United States at the expense of the Vendor and the cost thereof deducted from the purchase price of said property. If the United States has available either a full or partial abstract of title covering said property, the same shall be utilized under this contract without charge to the Vendor.

5. The Vendor shall procure and have recorded without cost to the United States all assurances of title and affidavits which the Vendor may be advised by the United States are necessary and proper to show in the Vendor complete fee simple unencumbered title to said property, and the time spent in procuring, recording, and transmitting the same to the United States and in furnishing or securing abstract of title, shall be added to the time limit of this contract.

6. The United States shall purchase said property on the terms herein expressed, and upon execution and delivery of the deed provided in Article 3 and the signing of the usual Government vouchers therefor, and their further approval by the proper Government officials, it shall cause to be paid to the Vendor as full purchase price and full payment for all damages for entry on the said property and the construction, operation, and maintenance of reclamation works thereon under said act, the sum of

dollars

~~Two hundred eleven 75/100--~~

(~~\$ 211.75~~), by U. S. Treasury warrant or fiscal officer's check.

7. Liens or encumbrances existing against said property may, at the option of the United States, be removed at the time of conveyance by reserving from the purchase price the amount necessary, and discharging the same with the money so reserved, but this provision shall not be construed to authorize the incurrence of any lien or encumbrance as against this contract, nor as an assumption of the same by the United States.

8. The Vendor may retain possession of said property until **March 1st, 1931** notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crop

thereon until **March 1st, 1931**; except that the proper officers and agents of the United States shall at all times have unrestricted access to survey for and construct reclamation works, telephone and electrical transmission lines, and other structures and appliances incident to said reclamation works, free of any claim for damage or compensation on the part of the Vendor.

9. This contract shall become effective to bind the United States to purchase said property immediately upon its approval by the proper supervisory officer of the Bureau of Reclamation, and shall terminate by limitation at the expiration of ~~twelve~~ months from its date, unless extended as above provided, and shall inure to the benefit of and be binding upon the heirs, executors, administrators, and assigns of the Vendor, and the successors and assigns of the United States.

10. Where the operations of this contract extend beyond the current fiscal year, it is understood that the contract is made contingent upon Congress making the necessary appropriation for expenditures thereunder after such current year has expired. In case such appropriation as may be necessary to carry out this contract is not made, the Vendor hereby releases the United States from all liability due to the failure of Congress to make such appropriation.

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

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

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

Witnesses:

C. W. Dawson

P. O. Address Isleta, Texas

Frank L. Olgin

P. O. Address Isleta, Texas

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

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

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

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

THE UNITED STATES OF AMERICA,

By L. R. Flock 2/21/31  
Superintendent, Bureau of Reclamation.

W. R. Schott

Vendor.

Helen B. Schott

Vendor.

Clint, Texas.

Vendor.

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

# CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Texas

COUNTY OF El Paso

88:

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

(a) I, Geo. W. Hoadley, a Notary Public

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

W. B. Schott and Helen B. Schott, his wife

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

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

Given under my hand and official seal, this 17th day of February, 193 1

[SEAL]

6/1-31

Geo. W. Hoadley  
Notary Public in and for El Paso  
County, Texas

My commission expires

## CERTIFICATE OF COUNTY RECORDER

CERTIFICATE OF RECORD

I hereby certify that this instrument was filed for record at

my office at o'clock M. 193

The State of Texas )

County of El Paso )

Page No.       

I, W. D. GREET, County Clerk in and for said County, do hereby certify that the foregoing instrument of writing with its certificate of authentication, was filed for record in my office, on the 3rd day of March, A.D. 1931, at 3:27 o'clock P.M., and duly recorded the 24th day of March, A.D. 1931, at 4:00 o'clock P.M. in the Deed Records of said County, in Volume 546 on page 39.

El Paso

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

W. D. Greet, County Clerk.

By: A. A. Osborne, Deputy.

W. B. Schott and Helen B. Schott

and that the papers are

in such case made and

I. S. Fick

Superintendent

Bureau of Reclamation.

Subscribed and sworn to before me at El Paso, Texas

this 19th day of February, A. D. 193 1

Geo. W. Hoadley

[OFFICIAL SEAL]

My commission expires 6/1-31

U. S. GOVERNMENT PRINTING OFFICE: 1930

6-5085



DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

Rio Grande Irrigation Project

RECORD OF EXECUTION OF CONTRACT

IN RE CONTRACT, and bond, if any, relating to above-named project, dated Feb. 17, 1931  
symbol and number 116r-503; made by W. R. Schott and Helen B. Schott  
amount involved, \$ 211.75; authority No. \_\_\_\_\_ or clearing account \_\_\_\_\_  
purpose Purchase of land  
Reference: \_\_\_\_\_

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

Place El Paso, Texas Date Feb. 20, 1931

1. On this date the above-described contract was executed (or) passed, and bond, if any, approved (or) passed, by this office, and transmitted to district counsel for legal approval.

L. R. Flock, Project Superintendent.

Inclosures:

Original and 3 copies of this form.

Original and 4 copies of contract.

Place El Paso, Texas Date Feb. 26, 1931

2. On this date the above-described contract, with bond, if any, was given legal approval by this office, and transmitted to the Rio Grande project office.

H. J. J. Devries, District Counsel.

Inclosures:

Original and 2 copies of this form.

Original and 4 copies of contract.

Denver, Colorado, Date \_\_\_\_\_

3. On this date the above-described contract was executed, and bond, if any, approved by this office.

\_\_\_\_\_, Chief Engineer.

Denver, Colorado, Date \_\_\_\_\_

4. On this date the above-described contract, with bond, if any, was passed by this office and transmitted to the Washington office.

\_\_\_\_\_, Chief Engineer.

Inclosures:

Original and \_\_\_\_\_ copies of this form.

Original and \_\_\_\_\_ copies of contract.

Washington, D. C., Date \_\_\_\_\_

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

\_\_\_\_\_, Commissioner.



ABSTRACT OF AGREEMENT  
ADVERTISING—AWARD—FORM

No. **116r-503**  
(Contract)  
Date \_\_\_\_\_, 19\_\_\_\_

**Department of the Interior**

**Bureau of Reclamation**

**El Paso, Texas**

(Department or establishment)

(Bureau or office)

(Location)

ABSTRACT OF AGREEMENT

_____ (Name of contractor)		Total amount, \$ _____
By _____	Subject _____	
Title _____	Contract period _____	
Address _____	Appropriation _____	
Contracting officer _____	Discount _____	
Items _____		
Quantity _____		
Unit price(s) _____		
Deliveries _____		
Conditions _____		
_____		
Payments _____		
Deductions _____		
Special requirements:		
Damages, actual _____		
Damages, liquidated _____		
Other _____		
Remarks _____		
_____		

METHOD OF OR ABSENCE OF ADVERTISING

(Section 3709 of the Revised Statutes)

1. After advertising in newspapers.
  2. After advertising by circular letters sent to \_\_\_\_\_ dealers and by notices posted in public places.
  3. Without advertising, under an exigency of the service which existed prior to the order and would not admit of the delay incident to advertising.
  4. Without advertising, in accordance with \_\_\_\_\_
- Widening of Mesa Drain**
5. Without advertising, it being impracticable to secure competition because of \* \_\_\_\_\_

\* See NOTE 1 on reverse hereof.

DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

**Rio Grande**

IRRIGATION PROJECT

REPORT ON LAND PURCHASE CONTRACT

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

INFORMATION relating to land purchase contract made **2/17-31**, **1927**, with

**W. R. Schott and Helen B. Schott, his wife**

1. State purpose for which the land is required.

**Widening of the Mesa Drain**

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

**1.21 acres fully described in contract**

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

**No public lands in Texas**

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

**W. R. Schott, Clint, Texas**  
**Helen B. Schott " "**

5. State who is in possession of the premises to be conveyed, or of any part thereof, and if a tenant, give his name and post-office address. If the land is held under a lease, state the general terms of such lease, the date the tenant is to give up possession, and state clearly whether any arrangement has been made with the tenant for the disposition of his affected interest.

**Owner in possession**

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

**Yes**

CERTIFICATE BY PROJECT SUPERINTENDENT

I hereby certify that the land described in attached land purchase contract dated February 17, 1931, between The United States of America and W. R. Schott and Helen B. Schott, is required for purposes authorized by the Act of June 17, 1902 (32 Stat., 366), namely, as right of way for the Mesa Drain, a part of the Rio Grande Federal Irrigation Project, that the consideration to be paid thereunder, namely, \$211.75, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

Dated at El Paso, Texas, this 20th day of February, 1931.

L. R. Flock  
Superintendent

CERTIFICATE OF POSSESSION

I HEREBY CERTIFY that I have personally examined the land described in attached land purchase contract dated February 17th, 1931, between the United States of America and W. R. Schott and Helen B. Schott, and that the proposed grantors are in actual, sole and exclusive possession of the land proposed to be conveyed, claiming to be the owners thereof, and no person claiming a right in such land adverse to the proposed grantors is in possession of any part of it.

Dated at El Paso, Texas, this 20th day of February, 1931.

L. R. Flock  
Superintendent

Public Voucher for Purchases and Services other than Personal

D. O. Vou. No. 70  
No.

(Voucher prepared El Paso, Texas July 14, 1932)  
(Give place and date)

U. S. Department of the Interior, Bureau of Reclamation  
(Department, Bureau, or Establishment)

Appropriation: Reclamation Fund, F. Y. 1932

Charge: Rio Grande Project

THE UNITED STATES, Dr., To W. R. Schott and Helen B. Schott  
(Payee)

Address c/o Pioneer Abstract Company, El Paso, Texas

PAID BY  
  
Special  
Fiscal Agent  
  
C. L. Harris  
  
(For use of Paying Office)  
  
2858  
Payee's Acct. No.

Payee must NOT use this space  
Contract No. 116r-503 Date 2-17-31 Req. No. Date  
Activity For

Expendi- ture Symbol	No. and Date of Order	Date of Delivery or Service	ARTICLES OR SERVICES (Enter description, Item Number of Contract or General Supply Schedule, and other information deemed necessary) Terms % Discount Cash days	QUAN- TITY	UNIT PRICE		AMOUNT		NOTATIONS  Payee must NOT use this column
					Cost	Per	Dollars	Cts.	
4X502		1931  2-17	Purchase of 1.21 acres of land for widening of Mesa Drain				\$ 21	75	

MEMORANDUM

Do NOT sign  
(This certificate not required when a like certificate is made by payee on attached bill or bills)  
I certify that the above bill is correct and just, and  
that payment therefor has NOT been received.  
  
TOTAL, \$ 21 75  
  
W. R. Schott  
\* Payee Helen B. Schott  
Per  
Title

(Additional statements by Department, Bureau, or Establishment, if deemed necessary)	(Accounting Classification)	(Payee must NOT use this space)
	12	Differences:    Account verified; correct for \$ 21 75 (Signature or initials) SS CLH

I certify that the above articles were received in good condition, after due inspection, acceptance, and delivery prior to payment as required by law, or the services performed as stated; that they were procured under the contract numbered above or the unnumbered contract attached hereto, or that they were procured without written contract, in open market, and with or without advertising, under the circumstances stated in No. of "Method of or Absence of Advertising" shown on reverse hereof, and were necessary for the public service; and that the prices charged are just and reasonable and in accordance with the agreement.  
† Approved for \$ 211.75 (Memorandum—Do not sign)

† L R Flock  
Superintendent  
Chief Clerk  
Title  
Paid by Check No. 10843, dated JUL 22 1932, for \$ 211.75 { on Treasurer of the United States  
Cash, \$, on \* Payee { in favor of payee named above.  
(Memorandum—Do not sign)

\* When a voucher is signed or receipted in the name of a company or corporation, the name of the person writing the company or corporate name, as well as the capacity in which he signs, must appear. For example: "John Doe Company, per John Smith, Secretary," or "Treasurer," as the case may be.  
† If the ability to certify and authority to approve are combined in one person, one signature only is necessary; otherwise the approving officer will sign in the blank space below "Approved for \$," and over his official title.  
Per  
Title

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

July 16, 1932.

From: District Counsel

To: Superintendent, El Paso, Texas.

Subject: Acquisition of Land - Opinion of Title of Land described in Contract dated February 17, 1931, with W. R. Schott and Helen B. Schott; Area, 1.21 acre; Consideration, \$211.75; for widening of the Mesa Drain - Rio Grande Project.

1. Satisfactory title to the real property described in the above mentioned land purchase contract is found to be vested in the United States free and clear of liens and encumbrances, as shown by recorded warranty deed dated July 8, 1932, from Felipe R. Schott and Helen B. Schott, his wife, to the United States and by certificate of guarantee of title No. F 1345 dated July 15, 1932, of the New York Title and Mortgage Co. of Texas issued through Pioneer Abstract & Guarantee Title Co., El Paso, Texas, their No. 8641.

2. All taxes up to and including the year 1931 have been paid as evidenced by the title certificate. The United States occupied the property under the contract of sale prior to the preparation of the tax rolls for 1932, consequently this tract of land was not assessed.

3. The consideration of \$211.75 named in the contract may accordingly be paid to the contractors, W. R. Schott and Helen B. Schott, there being no deductions, and the check drawn in their favor should be mailed to them in care of Pioneer Abstract & Guarantee Title Co., Bassett Tower, El Paso, Texas.

4. The original and two copies of the recorded deed and certificate of guarantee of title are transmitted herewith; the original contract, bearing symbol No. 116r-505, has already gone forward.

- - - -

R. J. E. Devries

cc - Commissioner,  
C. E., Denver.

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

March 9, 1932.

Mr. Waldo R. Schott,  
Clint, Texas.

Dear Sir:

This office has received a preliminary title opinion from the Pioneer Abstract & Guarantee Title Co., El Paso, Texas, dated March 4, 1932, a copy of which is enclosed.

It is necessary that the various matters mentioned be taken care of, including the instructions contained in the last paragraph of the title company's report as to release of liens, and payment of taxes and water charges, before the title company will issue certificate of guarantee of title so as to enable payment to be made.

Very truly yours,

H. J. S. Devries,  
District Counsel.



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

March 3, 1932.

Pioneer Abstract & Guarantee Title Co.,  
Bassett Tower,  
El Paso, Texas.

Attention: Mr. B. E. Schwarzbach,  
Ass't Secretary.

Gentlemen:

Your preliminary title opinion, No. 8641,  
dated March 4, 1932, in re land purchase from Waldo R.  
Schott, et ux, is received. The duplicate copy is being  
forwarded to Mr. Schott, with the request that he take  
care of the various matters that must be cleared up be-  
fore the issuance of a certificate of guarantee of title.

I was glad to receive the report in duplicate  
as this greatly facilitates the work, and it will be  
appreciated if you will be good enough to send two  
copies of all reports.

Very truly yours,

H. J. S. Devries,  
District Counsel.

PIONEER ABSTRACT & GUARANTEE TITLE CO.

EL PASO, TEXAS

TITLE DEPARTMENT

PRELIMINARY OPINION

March 4th, 1932

IN REPLY PLEASE REFER TO

NO. 8641

EXAMINER BES

TO Bureau of Reclamation, Interior Department,

Attention: Mr. H. J. S. Devries, District Counsel.

IN RE: Land purchase from Waldo R. Schott, et ux, Helen

PROPERTY: A portion of Tract No. 6, Block No. 6, official Resurvey of the San Elizario Grant, El Paso County, Texas, fully described in Contract dated February 17, 1931, of Record in Book 546, Page 39, Deed Records.

INSTRUMENTS EXAMINED: None

RECORD TITLE IN: WALDO R. SCHOTT (whose wife's name is HELEN SCHOTT)

SUBJECT TO:

TAXES: Taxes for the year 1931 in the sum of \$337.04 are unpaid.  
Water and construction charges for the year 1931 are unpaid in the following amounts; Water \$301.54 and Construction \$432.76, which amounts cover 121 acres of land owned by Waldo R. Schott.

PAVING: None

A Vendor's Lien retained in the Warranty Deed January 21, 1925, of Record in Book 441, Page 130, Deed Records of El Paso County, Texas, from Sidney Frenkel, a single man to Waldo R. Schott, securing the payment of five promissory notes of even date therewith, signed by Said Waldo R. Schott payable to Sidney Frenkel, as follows; Notes Nos. 1, 2, 3 and 4 for \$1000.00 each, and Note No. 5 for \$11,000.00, due in 1, 2, 3, 4 and 6 years, respectively after their date, Notes Nos. 1, 2, 3 and 4 bearing 8% interest per annum and Note No. 5 bearing 7% interest per annum, interest payable semi-annually on all notes, and all containing the usual 10% attorney's fee and accelerating maturity clauses.

By Transfer dated November 17, 1926, of Record in Book 466, Page 311 Deed Records of El Paso County, Texas, Sidney A. Frenkel (also known as Sidney Frenkel, sold assigned, transferred and delivered Notes Nos. 4 and 3 above described, together with the lien securing the same to A. Schwartz. In said Transfer the lien securing the payment of Notes Nos. 3 and 4 was made to be of equal basis with Notes Nos. 1 and 2 of the same series, but the lien securing Nos. 1, 2, 3 and 4 was made inferior to the lien securing the payment of Note No. 5.

By Transfer of Record in Book 437, Page 27, Deed Records, Sidney Frenkel sold, assigned, transferred and delivered Note No. 5 above described together with the lien securing the same to Southland Life Insurance Company

of Dallas, Texas, and the lien securing the payment of said note no. 5 was made prior and superior to the lien securing the payment of Notes Nos. 1,2,3 and 4 of the same series.

A Deed of Trust dated January 21, 1925, of Record in Book 164, Page 328, Deed of Trust Records, from Waldo R. Schott and wife Helen Schott to Harry L. Seay, Trustee for Southland Life Insurance Company of Dallas, Texas, securing the payment of Note No. 5 for \$11,000.00 above described, and being executed as additional and cumulative security to the Vendor's Lien above mentioned.

By Extension Agreement dated March 26, 1931, of Record in Book 547, Page 153, Deed Records of El Paso County, Texas, between Waldo R. Schott and wife Helen Schott, and Southland Life Insurance Company of Dallas, Texas, the unpaid balance of \$10,000.00 was extended to become due as follows; \$500.00 January 1, 1932, 1933, 1934, 1935, 1936 and 1937 and the balance of \$7000.00 on January 21, 1938, with 7% interest per annum, from January 21, 1931, payable semi-annually, containing the usual 10% attorney's fee and accelerating maturity clauses, and providing that the Vendor's and Deed of Trust Liens shall remain in full force and effect to secure the payment of said sum of \$10000.00 as extended.

On February 17, 1931, Waldo R. Schott and wife Helen Schott entered into a Contract with the United States of America, which is of Record in Book 546, Page 39, Deed Records, wherein the said Schott and wife contracted to sell to the U.S.A. 1.21 acres of land, fully described by metes and bounds in said Contract, for the total sum of \$211.75.

Unless the second lien notes have been paid off in full, the 1.21 acres should be released from the lien securing the same, but in event they have been paid, a full release of said second lien should be obtained. The 1.21 acres must be released from the Vendor's Lien and Deed of Trust securing the unpaid balance of \$10000.00 owing on Note No. 5. Arrangements have been made with the Southland Life Insurance Company for this release.

Very truly yours,

  
Ass't. Secretary.

P.S.:-- Carbon copy enclosed, which you may forward to Mr. Schott, thereby eliminating the necessity of copying in your letter. Please advise if you would like all reports in duplicate, for convenience, in reporting to the selling contractors.

El Paso, Texas.

February 27, 1931

County Clerk,  
El Paso, Texas.

Dear Sir:

Transmitted herewith is land purchase contract between the United States and W. R. and Helen B. Schett, which kindly record, billing the Bureau of Reclamation, Toltec Building, with appropriate recording fee. The cloth plat attached is for your files.

Very truly yours,

Chief Clerk.

Encl.

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

February 19, 1932.

Pioneer Abstract & Guarantee Title Co.,  
Bessett Tower,  
El Paso, Texas.

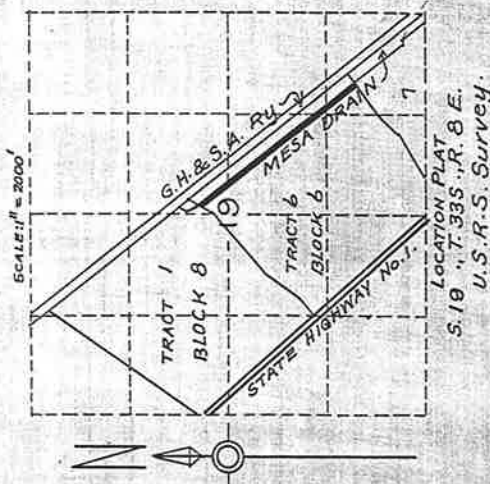
Gentlemen:

Mr. Howdley of the Bureau of Reclamation has just called my attention to the fact that apparently there has never been a request made upon your company for a certificate of guarantee of title to cover 1.21 acres of land in the San Elizario Mainland Grant, being within Tract G, Block 6, County Re-survey, El Paso County, Texas, under contract of purchase dated February 17, 1911, between the United States and W. R. Schott et ux.

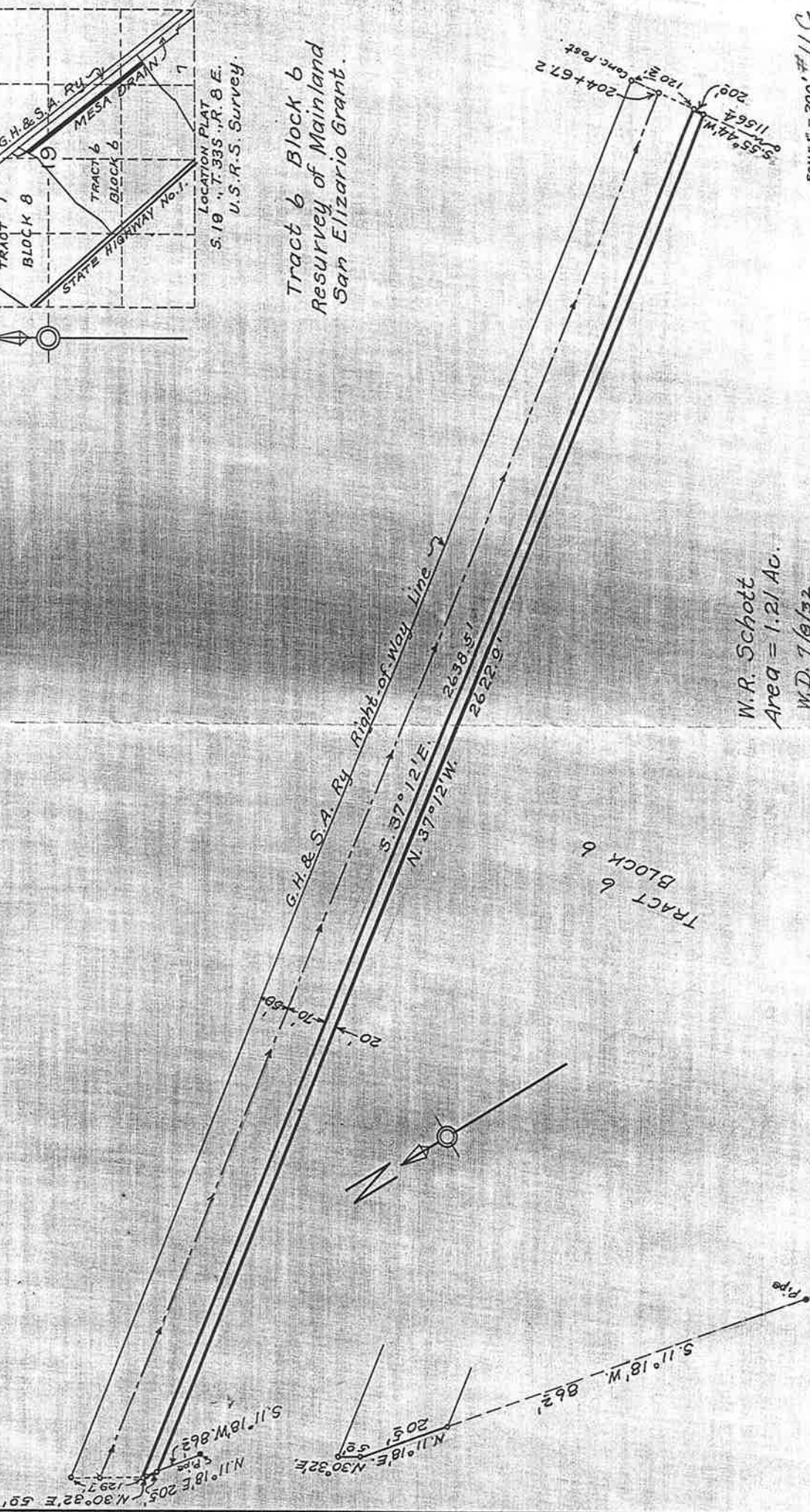
I would appreciate it if you would provide such certificate of guarantee to be based upon a deed from the contractors to the United States vesting title to said land in the United States in fee simple, free and clear of all liens and encumbrances.

Very truly yours,

H. J. S. Lewis,  
District Counsel.



Tract 6 Block 6  
Resurvey of Mainland  
San Elizario Grant.



W.R. Schott  
Area = 1.21 Ac.  
W.D. 7/8/32  
Recorded 7/16/32  
Book 561 Page 312

SCALE 1" = 200' #11C

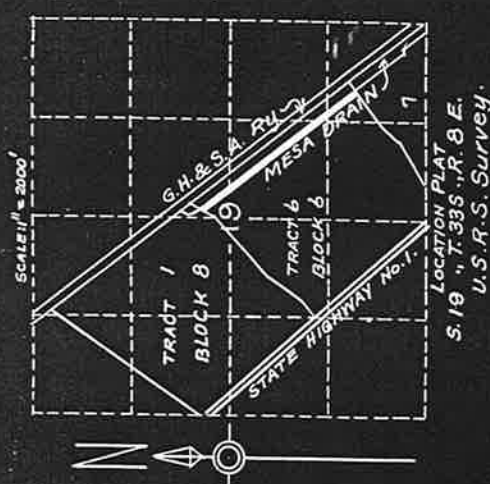
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
RIO GRANDE PROJECT-NEW MEXICO-TEXAS

MESA DRAIN  
ADDITIONAL  
RIGHT OF WAY

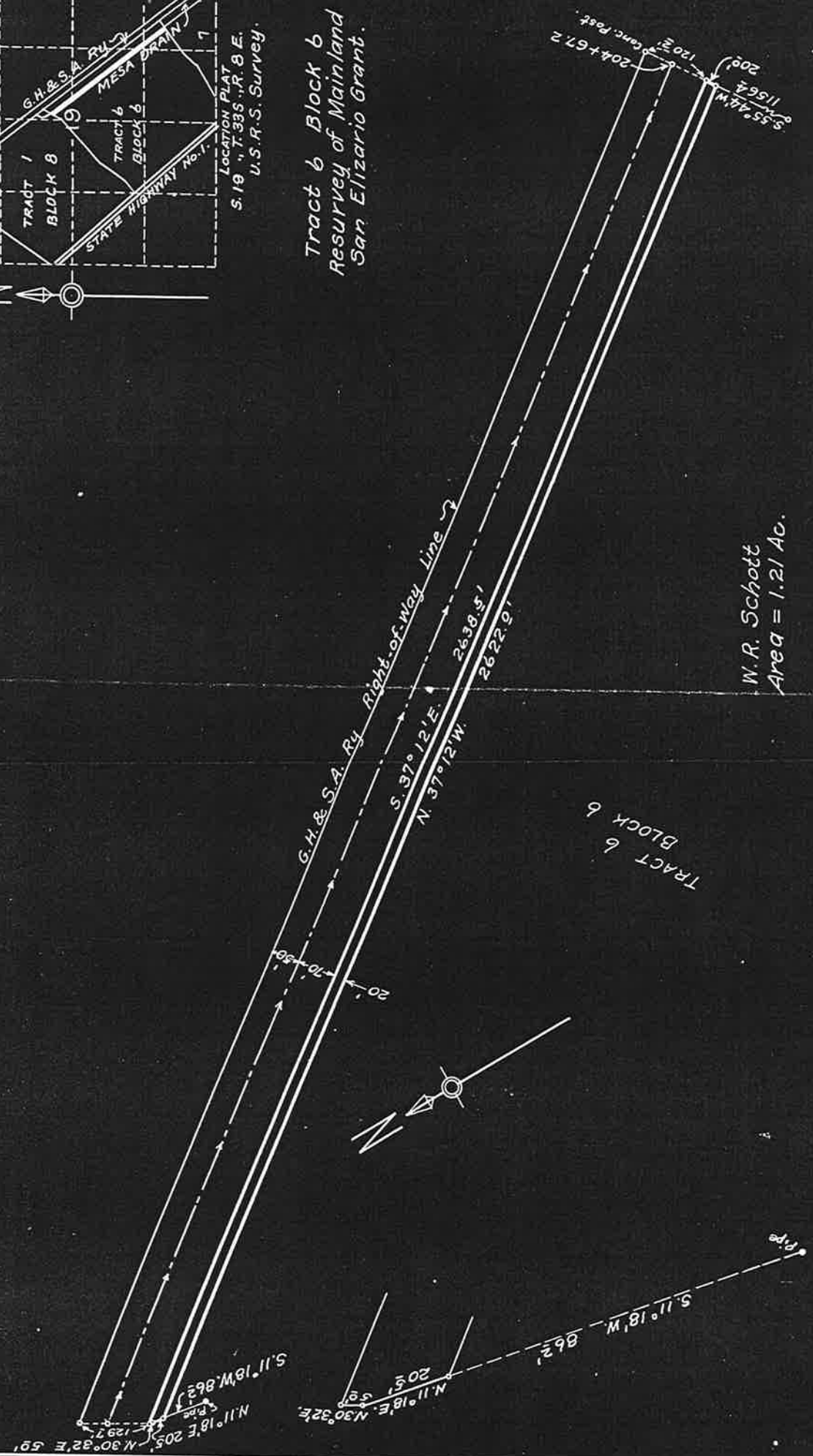
FIELD WORK.....  
DRAWN.....  
CHECKED.....  
APPROVED.....

3511-L-48 EL PASO, TEX. 1-29-31





Tract 6 Block 6  
Resurvey of Mainland  
San Elizario Grant.



W.R. Schott  
Area = 1.21 Ac.

SCALE 1" = 200'  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
RIO GRANDE PROJECT-NEW MEXICO-TEXAS  
MESA DRAIN  
ADDITIONAL  
RIGHT OF WAY  
FIELD WORK ..... CHECKED G.W.H.  
DRAWN ..... APPROVED .....  
3511-L-48 EL PASO, TEX. 1-25-31