

STALLINGS. L. L. et ux Mollie E.

WARRANTY DEED

131 MESA DRAIN

0023-0079-0022-0013-(22) TEXAS

THE STATE OF TEXAS, }

COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS:

That we, L. L. Stallings and Hollie E. Stallings, husband and wife,

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

Four hundred thirty-one and 45/100 (\$431.45)

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

have 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 approximately three and one-quarter (3 $\frac{1}{4}$) miles south-east of the town of Isleta in the southwest quarter of the southeast quarter of section five (5), township thirty-two (32) south, range seven (7) east, United States Reclamation Service survey, being also in Survey No. 2 of the Socorro Grant, beginning at the southwest corner of the land herein described, which is a point on the property line between the Grantor and the road on the south thereof; running thence north 26°26' west one thousand one hundred seventy-nine and one-tenth (1179.1) feet; thence north 23°04' east one hundred fifty-seven and eight-tenths (157.8) feet on the property line between the Grantor and U. B. Judspeth to the northeast corner, from which point the southeast corner of said section five (5) bears south 59°30' east two thousand five hundred fifty-one and three-tenths (2551.3) feet; thence south 26°26' east one thousand three hundred twenty-seven and six-tenths (1327.6) feet; thence south 84°32' west one hundred twenty-eight and five-tenths (128.5) feet on the property line between the Grantor and the said road to the point of beginning; said tract of land containing three and forty-five hundredths (3.45) 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 forever; and we do hereby bind ourselves, our heirs, executors and administrators, to Warrant and forever Defend, all and singular, the said premises unto the said

The United States of America and its

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

WITNESS our hand ^s at this 8th day of
October, A. D. 1918.

Witnesses at Request of Grantor

L. L. STALLINGS
HOLLIE E. STALLINGS

THE STATE OF TEXAS,

COUNTY OF EL PASO.

BEFORE ME, L A Foix J P & Exofficio

Notary Public

L L Stallings

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

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 October A. D. 1918.

(SEAL)

L A FOIX J P and Exofficio

Notary Public El Paso Co Texas

THE STATE OF TEXAS,

COUNTY OF EL PASO.

BEFORE ME, L A Foix J P and exofficio

Notary Public

Mollie E Stallings

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

wife of L L Stallings

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 Mollie E Stallings 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 October A. D. 1918.

(SEAL)

L A FOIX J P and exofficio

Notary Public El Paso Co 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 8 day of October, A. D. 1918 with its certificate of authentication, was filed for record in my office this 21 day of October A. D. 1918, at 4.00 o'clock P.M. and duly recorded the 25 day of October A. D. 1918 at 8.50 o'clock A.M. in the records of said County, in Volume 327 on pages 105

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

W D GREET

Clerk, County Court.

By Deputy.

TO

WARRANTY DEED

Single and Wife's Separate Acknowledgment

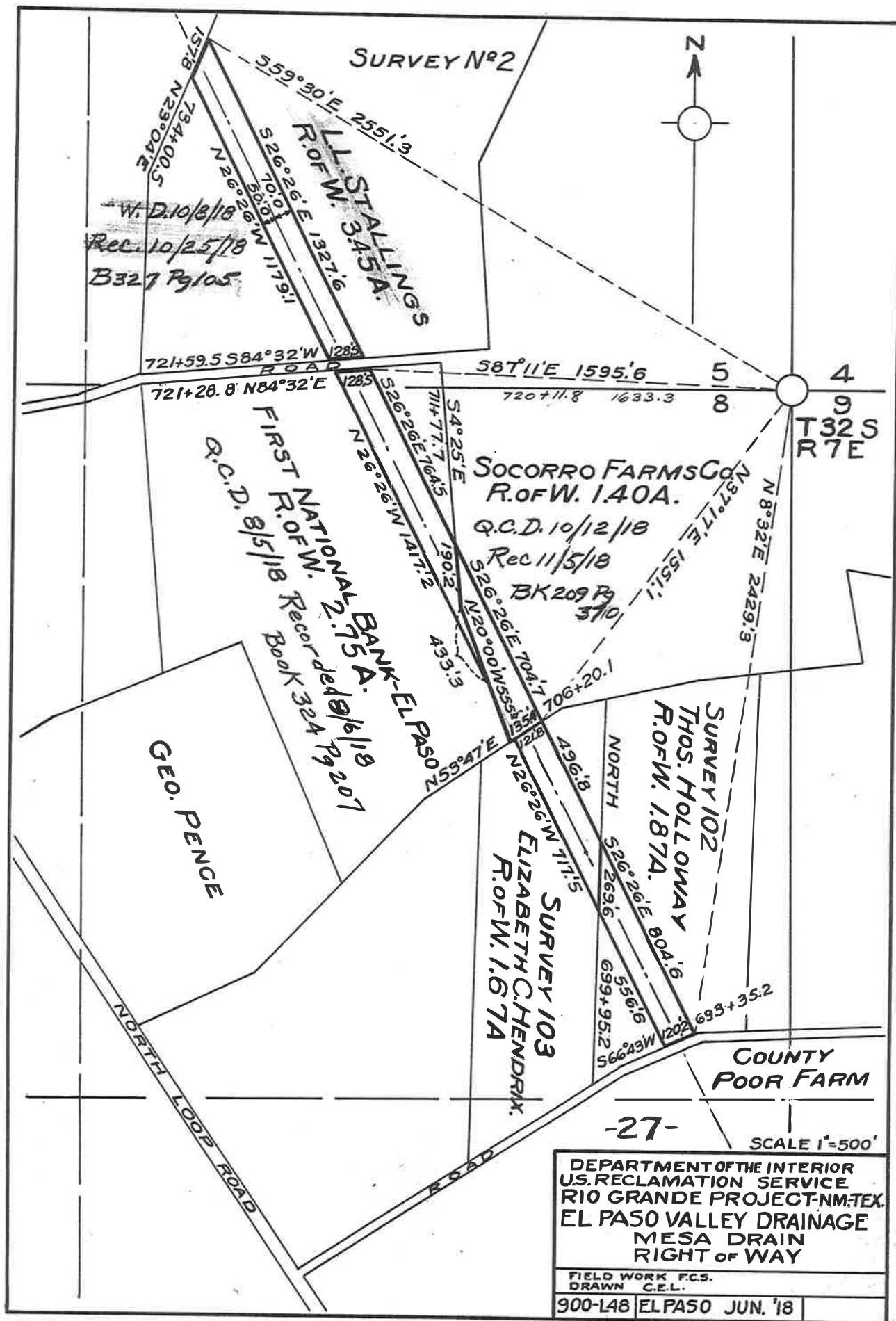
Filed for record 191

at o'clock M.

Clerk, County Court, El Paso County, Tex.

By Deputy.

ELLIS BROS. PRINTING CO. EL PASO



N O T E.

L I Stallings called at office
with signed contract August 10.

Stated we could order title guar-
anty at his expense.

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made **August 14** 191 **8** with

L L Stallings & wife

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.

**3.45 acres in SW $\frac{1}{4}$ of SE $\frac{1}{4}$ sec. 5, T 32 S R 7 E, U.S.-R.S. survey,
El Paso County, Texas.**

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

Texas Lands - no public lands in 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.

L. L. Stallings and Mollie E Stallings, his wife, Belen, Texas.

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 - no leases.

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

6-4803

**Subject to right of way by virtue of contract in stock-subscription
with local 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 alfalfa.

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.

\$150 to \$200 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 cuts through best part of this holding; drain will be of general benefit to lands in this vicinity.

The above is a correct statement of the information procured.

Dated **August 14, 1918**

191

(Signature) **GEO W BOADLEY**

(Title) **Field Assistant.**

In Charge of Negotiations.

Approved: **J L BURKHOLDER**

Acting 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 boundry 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

REPORT ON LAND AGREEMENT.

For _____ purposes.

_____ project.

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

Belonging to _____

County of _____

State of _____

Submitted by _____

Date _____ 191 _____

- certificate should accompany the voucher in lieu of the deed or relinquishment, which will be retained 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.

TAX COLLECTOR OF EL PASO COUNTY

El Paso, Texas, 11/18 1918

Taxes for the current year become delinquent January 31st, when 10% penalty, interest and cost is added. Additional interest is added to all delinquent taxes on the first of each month
Do not delay your remittance

DESCRIPTION OF REAL ESTATE

EL PASO PRINTING CO.—77508

Abst. No.	Survey No.	No. Acres	LANDS Original Grantee	No. LOT	Block	ADDITION	REMARKS							
512		10.2	Jacinto											
				<div>Roll _____ Page _____ Line _____</div> <table><tr><th>Year</th><th>ASSESSED TO</th><th>TAXES</th></tr><tr><td>1913</td><td rowspan="2">J. K. R. Co.</td><td rowspan="2">154</td></tr><tr><td>1914</td></tr></table>				Year	ASSESSED TO	TAXES	1913	J. K. R. Co.	154	1914
Year	ASSESSED TO	TAXES												
1913	J. K. R. Co.	154												
1914														

TO AVOID DELAY RETURN THIS STATEMENT WITH REMITTANCE

R. D. RICHEY,
Tax Collector El Paso County, Texas

TAX COLLECTOR OF EL PASO COUNTY

El Paso, Texas, 1/16 1918

Taxes for the current year become delinquent January 31st, when 10% penalty, interest and cost is added. Additional interest is added to all delinquent taxes on the first of each month
Do not delay your remittance

DESCRIPTION OF REAL ESTATE

EL PASO PRINTING CO.—77808

Abst. No.	Survey No.	No. Acres	LANDS Original Grantee	No. LOT	Block	ADDITION	REMARKS
216	2	18.9	Socorro				
				Year	ASSESSED TO		TAXES
				1915	J. L. Cobb		14 65

Pen + int. included

TO AVOID DELAY RETURN THIS STATEMENT WITH REMITTANCE

R. D. RICHEY,
Tax Collector El Paso County, Texas

TAX COLLECTOR OF EL PASO COUNTY

El Paso, Texas, 11/16 1918

Taxes for the current year become delinquent January 31st, when 10% penalty, interest and cost is added. Additional interest is added to all delinquent taxes on the first of each month
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DESCRIPTION OF REAL ESTATE

EL PASO PRINTING CO.—77508

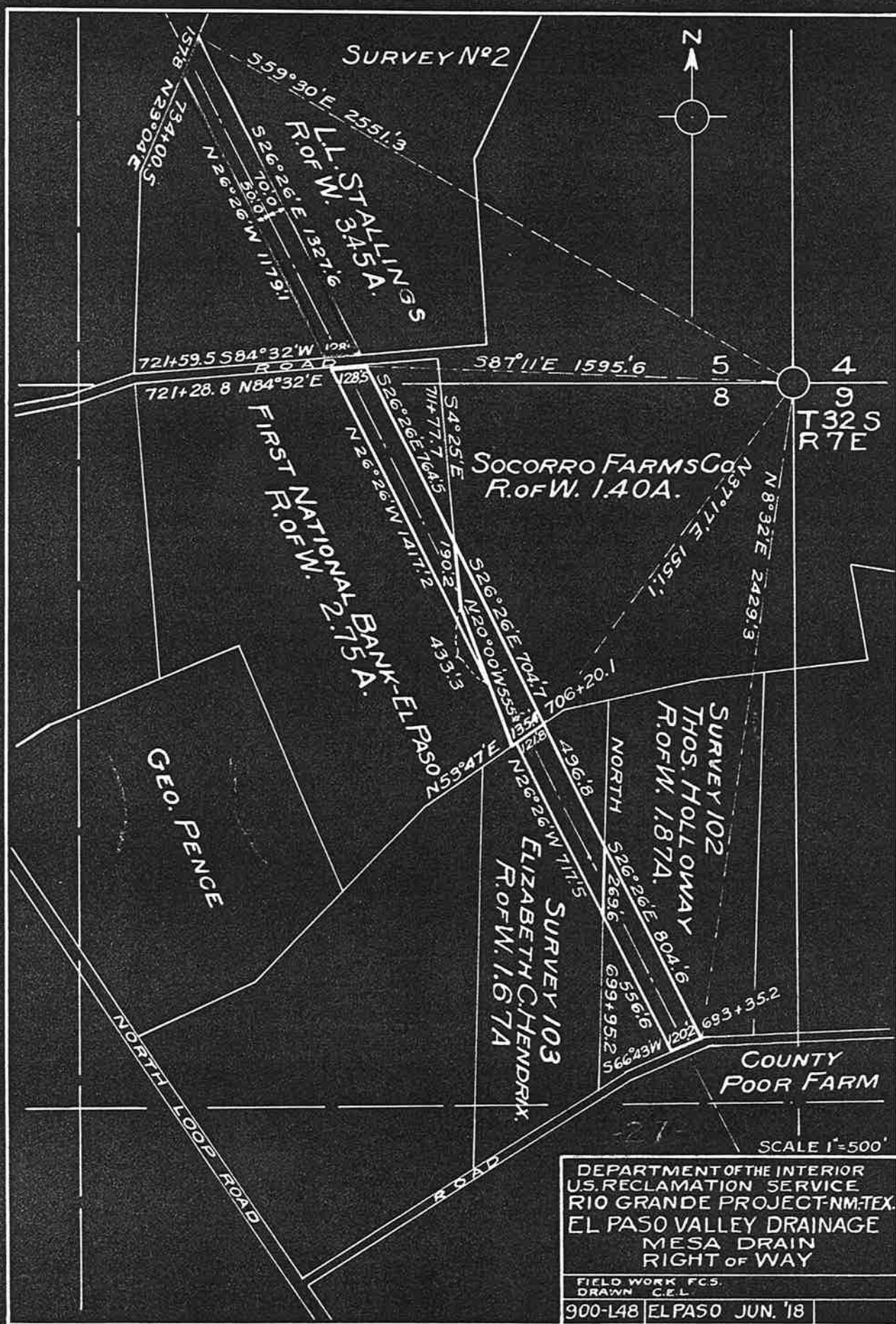
Abst. No.	Survey No.	No. Acres	LANDS Original Grantee	No. LOT	Block	ADDITION	REMARKS
216		10 2	<i>[Signature]</i>				
/		18 2					
/		8 2					
/		6 6					
/		2 1/2					
/		28 83					
/		3 5					
/		6 9					
/		14					

Roll	Page	Line
Year	ASSESSED TO	TAXES
1915	<i>J. L. Cobb</i>	111 72

Pen. + int. included

TO AVOID DELAY RETURN THIS STATEMENT WITH REMITTANCE

R. D. RICHEY,
Tax Collector El Paso County, Texas



DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso Texas August 14, 19 18

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

Subject: Forwarding contract for approval.

The contract described below is forwarded herewith.

Agreement dated August 14, 1918 El Paso Project.

Executed by J L Bartholmer Acting Project Manager

With L L Stallings and wife.

Estimated amount involved, \$ 431.45 (See Reverse, Par. 3.)

Purpose of agreement: purchase of right of way appertaining to 6-5
El Paso Valley near drain.

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

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

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

Incls: Orig. & 5 copies contract.
Rpt. on Land Agreement.
Certificate of Recommendation.
2 blueprints.

J L Bartholmer

(Signature.)

Denver, Colo., Aug. 20, 19 18

It is recommended that the above-described contract be approved

Inclosures:

Orig & 2 copies of contract.
" 3 copies of form letters of transmittal.
1 Blue print
Orig. cert. of necessity
" Report on land agreement.

F. A. Weymouth

Chief of Construction.

Washington, D. C.,

SEP 20 1918

Contract (and bond, if any), was approved by

A. P. Davis,

Director & Chief Engineer.

on SEP 20 1918

Original enclosed for record
and further appropriate action.

AUG 23 '18 85831

(Over.)

THIS AGREEMENT, made the 14th day of August,
nineteen hundred and eighteen, between L. L. Stallings
and Mollie E. Stallings, his wife, of Belen, El Paso,
County, xxx Texas,, for them sel ves. t heir heirs, legal represen-
tatives, and assigns, hereinafter styled the vendor, and The United States of America and its assigns by
J. L. Burkholder, Acting Project Manager, United States Reclamation Service,
thereunto duly authorized by the Secretary of the Interior, pursuant to the act of June 17, 1902
(32 Stat., 388),

WITNESSETH:

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

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

7658
A tract of land approximately three and one-quarter (3 $\frac{1}{4}$) miles southeast of the town of Ysleta in the southwest quarter of the southeast quarter of section five (5), township thirty-two (32) south, range seven (7) east, United States Reclamation Service survey, being also in Survey No. 2 of the Socorro Grant; beginning at the southwest corner of the land herein described, which is a point on the property line between the Vendor and the road on the south thereof; running thence north 26°26' west one thousand one hundred seventy-nine and one-tenth (1179.1) feet; thence north 23°04' east one hundred fifty-seven and eight-tenths (157.8) feet on the property line between the Vendor and C. B. Hudspeth to the northeast corner, from which point the southeast corner of said section five (5) bears south 59°30' east two thousand five hundred fifty-one and three-tenths (2551.3) feet; thence south 26°26' east one thousand three hundred twenty-seven and six-tenths (1327.6) feet; thence south 84°32' west one hundred twenty-eight and five-tenths (128.5) feet on the property line between the Vendor and the said road to the point of beginning; said tract of land containing three and forty-five hundredths (3.45) acres, more or less.

3.

10. It is understood and agreed that there will be constructed by and at the expense of the United States a three-ton standard farm bridge of the design adopted and now being used on the Rio Grande project, said bridge to be constructed at Station 725+00 of the El Paso Valley mesa drain of the Rio Grande project, and work thereupon shall be commenced and completed within a reasonable time after excavation of said drain at the point mentioned. It is further understood and agreed that the Vendor and his heirs and assigns will maintain said structure in good condition at all times and that the United States shall not be liable for any damage occurring from lack of proper maintenance of said structure.

4

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

Witnesses :

..... I L STALLINGS

of

..... MOLLIE B STALLINGS

Vendor.

of

..... J E PURNELLER

For and on behalf of the United States.

of

of

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 I L Stallings
and Mollie B. Stallings,
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 Mollie B Stallings
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
not wish to retract the same.

Given under my hand and official seal, this 14th day of August, 1916.

[SEAL.]

GEO W HOADLEY

My commission expires June 1st 1919 Notary Public

Approved _____, 1916

CERTIFICATE.

I HEREBY CERTIFY That the land described in the agreement dated August 14, 1918, with L. L. Stallings and wife, 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, \$431.45, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

J. L. BURKHOLDER

Acting Project Manager.

El Paso, Texas,
August 14, 1918.

POSSESSORY CERTIFICATE.

Rio Grande Project,
El Paso, Texas, August 14, 1913.

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 E. L. Stallings and wife, in SW $\frac{1}{2}$ SE $\frac{1}{4}$ sec. 5, T. 32 S., R. 7 E., United States Reclamation Service survey, El Paso County, Texas, for the Rio Grande project, and that the said proposed Vendors were in actual, sole, and exclusive possession of the land, claiming to be the owners thereof, and no person claiming a right in such land adverse to the Vendors is in possession of any part of it.

Geo. W. Hoadley
Field Assistant.

We, the undersigned, members of a board designated to fix the value of the land to be purchased from L. L. Stallings by the United States for right of way for El Paso Valley mesa drain, Rio Grande project, described in agreement to sell dated August 14, 1918, find that the fair and reasonable consideration to be paid by the United States is a money payment of \$431.45 and the building of one standard farm bridge at a cost of approximately \$250.

J A SMITH

Representative El Paso Valley
Water Users' Association.

GEO W HOADLEY

El Paso, Texas.

September 9, 1918.

Representative U. S. Recla-
mation Service.

Affidavit as to Possession.

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

I, L L Stallings, do solemnly swear that to my personal knowledge the land described in the contract dated Aug 14, 1918, made between myself and the United States of America, which land is located in S.W. of S.E. sec. 5, T. 2 S. R. 7 E. (also in Survey No. 2 of 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 five 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.

L L Stallings

Subscribed and sworn to before me at El Paso, Texas, this 17th day of Sept, A. D. 1918.

(SNAI)

CNO / HOLDEN

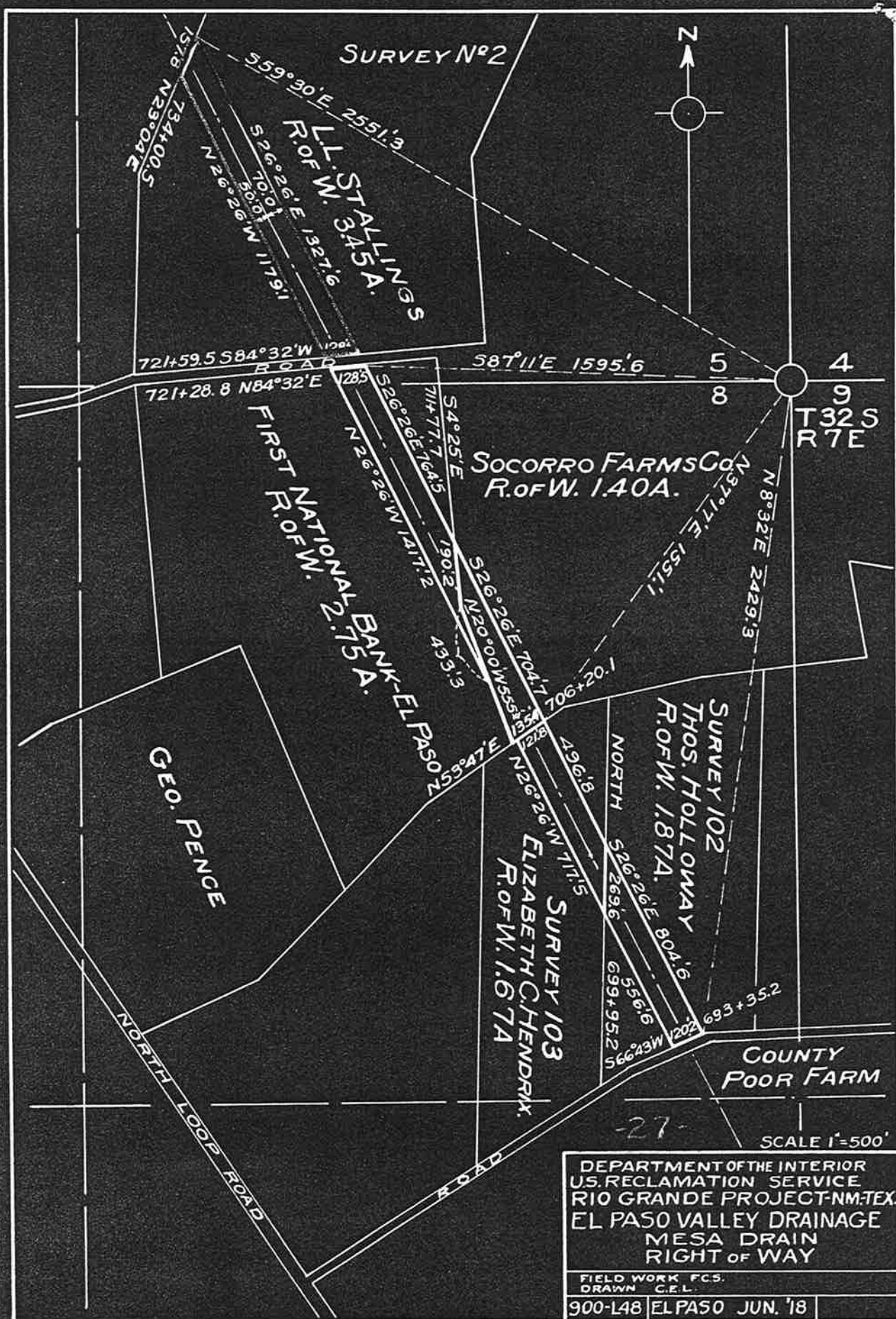
My commission expires
June 1 1919

Notary Public In and For
El Paso County, Texas.

~~This is to certify that upon personal inquiry made at the office of the El Paso county tax collector on November 20 1918, I was informed that all taxes due on the above described land were paid.~~

C F HARVEY

Asst. Dist. Counsel.



El Paso, Texas, November 8, 1918

Mr. L. L. Stallings,

Belen, Texas.

Dear Sir:

Upon further investigation of your taxes yesterday, I learn that, while your 1917 taxes were paid, taxes for 1915 and 1916 are still unpaid. There seems to be some differences in acreages of the various tracts of land involved in these taxes, and it will be necessary for this office to secure a tax certificate before we can satisfy ourselves as to this matter. Upon your securing this tax certificate, which can be obtained from the Pioneer Abstract Company (in fact, I was talking with Mr. Gillett of this company, who are located on the seventh floor of the First National Bank Building, in regard to this matter and he is now familiar with it), we will be pleased to pay such taxes are thereby shown to be due, or you can settle for them yourself or else call upon your grantors to do so if you are entitled to such settlement under the conditions of your land purchase when you bought the ranch.

Regretting that we were unable to close the transaction as promptly as we expected to,

Very truly yours,

C F HARVEY

Assistant District Counsel.

CH

El Paso, Texas, October 19, 1918.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is warranty deed dated October 8, 1918, running from L. L. Stallings and wife to the United States.

Very truly yours,

C F HARVEY

Assistant District Counsel.

incl.

CH

El Paso, Texas, October 16, 1918.

Mr. L. L. Stallings,

Belen, Texas.

Dear Sir:

The writer finds your warranty deed, duly executed, after an absence from this office of some days. It will be necessary for you to affix internal revenue stamps amounting to 50 cents to this instrument before it will be admitted to record. This war tax is required in all instruments, including those running to the Government.

Very truly yours,

C. F. HARVEY

Assistant District Counsel.

incl.

CH

El Paso, Texas, September 25, 1918.

Mr. L. L. Stallings,

Belen, ~~N. Mex.~~ Tex.

Dear Sir:

We have received approval of your contract to sell certain right of way necessary for the Mesa drain.

Transmitted herewith to be executed by yourself and Mrs. Stallings is warranty deed conveying the right of way. Kindly return the deed at your early convenience, as it is necessary that it be recorded before the title guaranty, which we have today ordered, can issue.

When this deed is returned from record and the title guaranty is delivered, we shall be in a position to make payment of the amount due you.

The deed will require a 50-cent internal revenue stamp. This war tax is required on conveyances running to the Government, as well as others, and it is customary for the grantor to supply the stamp.

Very truly yours,

C F HARVEY

Assistant District Counsel.

incl.

El Paso, Texas, September 25, 1918.

Stewart Title Guaranty Company,

El Paso, Texas.

Dear Sir:

We are to-day sending warranty deed to L. L. Stallings and wife, conveying to the United States certain right of way over Survey No. 2 of the Socorro Grant, about three and one-quarter miles southeast of Ysleta. The right of way contains some 3.45 acres and the consideration is \$431.45. Kindly furnish title guaranty for this conveyance.

Very truly yours,

C F HARVEY

Assistant District Counsel.

El Paso, Texas, September 25, 1918.

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

Dear Sir:

Transmitted herewith for official record is contract dated August 14, 1918, between L. L. Stallings and wife and the United States.

Very truly yours,

C F HARVEY

Assistant District Counsel.

incl.

Project Manager

El Paso, Texas, September 9, 1918.

Chief of Construction, Denver.

Agreement dated August 14, 1918, with L. L. Stallings and wife for purchase of 3.45 acres of land for right of way in connection with El Paso Valley mesa drain - Rio Grande project.

1. Receipt is acknowledged of letter of September 6 from Acting Chief of Construction.

2. You are advised that the estimated cost of the farm bridge to be built is \$250.

3. Appraisal report is attached.

L M LAWSON

incl. (with copy)

Chapman
Hendley

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

September 6, 1918.

From Acting Chief of Construction,
To Project Manager, El Paso, Texas.
Subject: Agreement dated August 14, 1918, with L. L. Stallings and wife for purchase of 3.45 acres of land for right of way in connection with El Paso Valley Mesa Drain - Rio Grande Project.

1. There is enclosed herewith copy of letter dated August 30, 1918 to this office from the Director regarding the above mentioned contract.

2. Special attention is called to paragraphs 2 and 3 of the Director's letter. Where under a contract it is necessary for the government to perform work as a part of a consideration, an estimate of the cost of such work should always accompany the contract, as required by paragraph 61, page 219 of the Manual. It should be borne in mind also that when land or improvements are being purchased and the monetary consideration plus the cost of any work which the government is to perform amounts to more than \$500.00 the appraisal report required by paragraph 3, page 251 of the Manual, should accompany the contract. It is assumed that in this Stallings contract the monetary consideration plus the cost of constructing the bridge is more than \$500.00, and therefore such appraisal report in duplicate should be transmitted to this office. Will you please have those in your office handling contracts remember this, so that similar requests from the Director's office may be obviated.

3. The letter of May 14, 1918, referred to in paragraph 3 of the Director's letter was transmitted to you under date of May 20, 1918.

- - - - -

P. J. Maltu

Encl.

CC - D.C., El Paso, Tex., with copy of
Director's letter dated
Aug. 30, 1918.

August 20, 1918.

Director and Chief Engineer**Chief of Construction**

Agreement dated August 14, 1918 with L. L. Stallings and wife - purchase of 3.45 acres for right of way purposes - Rio Grande project.

1. By your reference dated August 20, 1918, this office is in receipt of the above mentioned agreement transmitted with project manager's form letter of August 14, 1918.

2. Please advise the estimated cost to construct the farm bridge provided for at article 10 of the agreement. (See p. 219, para. 61 of the Manual).

3. In this connection, your attention is invited to paragraphs 3 and 4 of office letter of May 14, 1918, regarding agreement dated April 13, 1918 with Laura Oden for the purchase of 2.74 acres for right of way purposes, Rio Grande project.

4. The agreement will be held in this office awaiting your reply.

Extra copy to C. of d.

A. P. Davis

SEP - 3 '18 28210

El Paso, Texas, August 8, 1918.

Mr. L. L. Stalling,

Bellevue, N. M.

Dear Sir:

Enclosed please find, for your signature, an agreement to sell for the three and forty-five hundredths acres required by the United States for the right of way of the El Paso Valley Mesa Drain where same goes through your land.

The land required has been appraised according to regulations and the United States will pay you for same at the rate of one hundred twenty-five dollars per acre.

Very truly yours,

U. S. RECLAMATION SERVICE

By L.M. Lawson

Project Manager,

OFFICE OF
TAX COLLECTOR OF EL PASO COUNTY

El Paso, Texas, 11/16 1918

Taxes for the current year become delinquent January 31st, when 10% penalty, interest and cost is added. Additional interest is added to all delinquent taxes on the first of each month
Do not delay your remittance

DESCRIPTION OF REAL ESTATE

EL PASO PRINTING CO.—77508

Abst. No.	Survey No.	No. Acres	LANDS Original Grantee	No. LOT	Block	ADDITION	REMARKS
216		20	Socorro				
				Roll Year	Page ASSESSED TO	Line	TAXES
				1891	D. E. Doane and W. W. Fink		246

Pen. & int. included

TO AVOID DELAY RETURN THIS STATEMENT WITH REMITTANCE
R. D. RICHEY,

TAX COLLECTOR OF EL PASO COUNTY

El Paso, Texas, 11/16 1918

Taxes for the current year become delinquent January 31st, when 10% penalty, interest and cost is added. Additional interest is added to all delinquent taxes on the first of each month
Do not delay your remittance

DESCRIPTION OF REAL ESTATE

EL PASO PRINTING CO.—77508

Abst. No.	Survey No.	No. Acres	LANDS Original Grantee	No. LOT	Block	ADDITION	REMARKS
216		6 1/2	S. J. S. S.				
-		10 1/2	S. J. S. S.				
-		8 1/2	S. J. S. S.				
-		18 9	S. J. S. S.				
-	F	6 9	-				
-		3 1/2	-				
-	F	2 1/2	-				
-		14	S				
-	F	28 83	-				
-		18 1/2	-				

103 56
111 75
14 65
2 46
232 42
10 40
247 82

Roll	Page	Line
Year	ASSESSED TO	TAXES
1916	J. L. Cobb	103 56

Pen. & int. included.

TO AVOID DELAY RETURN THIS STATEMENT WITH REMITTANCE

R. D. RICHEY,
Tax Collector El Paso County, Texas