

76
GOODMAN, I. M. et. al.

WARRANTY DEED

137

MIDDLE DRAIN

0023-60676-001500 9-(15) TEXAS

I. M. Goodman

.S ac

76-7 0015

THE STATE OF TEXAS, }
COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS:

That we, Bersabe Goodman, and I. M. Goodman her husband,
and Rosa Goodman a single woman,

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

- - - - - Eighty-seven & 50/100 (\$87.50) - - - - - DOLLARS,

to us in hand paid by the United States pursuant to the Act of Congress of
June 17, 1902 (32 Stat. 388), and acts amendatory thereof or supplementary
thereto

the receipt of which is hereby acknowledged

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said
the United States of America

of the County of El Paso and State of Texas, 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 in the town of Ysleta, Texas in the
north half of the southwest quarter (N¹/2SW¹/4) of Section twenty-six (26)
Township thirty-one (31) South, Range Six (6) East, U. S. Reclamation
Service survey, being also in the Ysleta Town Grant and more particularly
described as follows: Beginning at the most southerly corner of the tract
of land herein described, which is a point on the property line between
land of the Grantors herein and J. W. Spohr, and from which point the south-
west corner of said Section twenty-six (26) bears South 33°04'20" West
two thousand three hundred sixty-five and four tenths (2365.4) feet; thence
North 40°15' West three hundred one and three tenths (301.3) feet to point
on property line between land of the Grantors herein and the said J. W. Spohr;
thence along said property line South 78°0' East two hundred thirty-eight
and twenty-two hundredths (238.22) feet to the Northeast corner of land of
the Grantors herein, from which point the Northeast corner of said Section
twenty-six (26) bears North 51°44'24" East five thousand twenty-eight and
eight tenths (5028.8) feet; thence South 12°0' West one hundred eighty-four
and forty-six hundredths (184.46) feet to the point of beginning; said
tract of land containing fifty hundredths (0.50) acre more or less.

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

the United States of America, its successors or

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

the United States of America, its successors or

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

WITNESS our hands at El Paso, Texas, this 26th day of
August, A. D. 1920.

ROSA GOODMAN

I. M. GOODMAN

BERSAB GOODMAN

Witnesses at Request of Grantor

THE STATE OF TEXAS

THE STATE OF TEXAS

COUNTY OF EL PASO.

BEFORE ME,

Geo W Hoadley

a Notary Public

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

personally appeared Rosa Goodman, I. M. Goodman, and Bersabe Goodman,

known to me to be the person whose name are

subscribed to the foregoing instrument, and acknowledged to me that the executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 26th day of August A. D., 19 20

(SEAL)

GEO W HOADLEY

My com exp June 1 1921

Notary Public.

THE STATE OF TEXAS.

COUNTY OF EL PASO.

Before me,

GEO W HOADLEY

A Notary Public

El Paso County, Texas, on this day personally appeared Bersabe Goodman

wife of

I M Goodman

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 Bersabe Goodman 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 26th day of August A. D. 19 20

(SEAL)

GEO W HOADLEY

My com exp June 1 1921

Notary Public.

THE STATE OF TEXAS.

COUNTY OF EL PASO.

W. D. Greet

Clerk of the County,

Court of said County, do hereby certify that the above instrument of writing, dated on the 26th day of August A. D. 19 20 with its certificate of authentication, was filed for record in my office this 1st day of September A. D. 19 20, at 3:40'clock P. M and duly recorded the 7th day of September A. D. 19 20, at 8:45'clock A. M in the records of said County, in Volume 369 on Pages 183.

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

W. D. Greet

Clerk County Court, El Paso County, Texas.

By Florence C. Rock, Deputy,

WARRANTY DEED

Single and Wife's Separate Acknowledgment

Filed for record

at o'clock M.

19

Clerk.
County Court, El Paso County, Texas.

By Deputy.

El Paso, Texas.
November 9, 1920.

Mr. I. M. Goodman,
701 Upson Avenue,
El Paso, Texas.

Dear Sir:

We are today sending for voucher, papers relating to land purchase for Middle Drain, and you will be put in possession of check within a short time.

Pioneer abstract No. 19219 is transmitted to you herewith. This abstract was ordered upon your agreement to pay for it and is your property. The cost was \$25.75 which amount will be deducted from the consideration to be paid you for the land, \$87.50.

Thanking you for this and other favors.

Very truly yours,

P W DENT

District Counsel.

THIS IS TO CERTIFY AS FOLLOWS:

With reference to 0.50 acre of land, more or less, in town of Ysleta, El Paso County, Texas, lying in $N\frac{1}{2}$ of $SW\frac{1}{4}$ of sec. 26, T. 31 S., R. 6 E., U. S. Reclamation Service survey, acquired under contract with Bersabe Goodman et al. dated May 12, 1920:

That the tax certificate contained in the title guaranty is a correct copy of the certificate contained in Abstract of Title No. 19219 prepared by the Pioneer Abstract and Guarantee Title Company, and pertains to land a portion of which has been acquired by the United States under the above described agreement to sell, and that the taxes upon this land for the year 1920 were paid subsequent to the issuance of this tax certificate, as disclosed by a personal examination of the El Paso County tax records; that the party signing the warranty deed dated August 26, 1920, running to the United States, as "Rosa Goodman" is personally known to me to be the same party who signed "Rose Goodman" to the contract to sell dated May 12, 1920; and that as the parties in interest holding this land do not include I. M. Goodman, husband of Bersabe Goodman, who inherited it from her father, in part, the other undivided interest having been transferred to Rosa Goodman by other heirs of the father of Bersabe Goodman, the check in payment for this land should not be made to the said I. M. Goodman as one of the payees, but only to Rosa Goodman and Bersabe Goodman.

El Paso, Texas.
November 9, 1920.

P W DENT

District Counsel.

incls.

Orig. agreement to sell.
Orig. war. deed, and 1 copy with 2 blueprints.
Orig. title guaranty.
Affidavit as to possession, and 1 copy.
Possessory certificate.
Copies letters April 11, 1918, and June 26, 1918, C.C. to D. C. El Paso.
Extra copy above certificate.
Memo. tax receipt and 1 copy.

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

El Paso, Texas, November 5, 1920.

Mr. I. M. Goodman,
701 Upson Avenue,
El Paso, Texas.

Dear Sir:

The affidavit of possession signed by Mrs. Goodman and Rosa Has been lost, and I am requesting that they sign and return the attached copy, which is in identically the same form as the original, and return it to this office. As soon as this is done the account will be vouchered and check mailed to you in payment.

Thanking you for this and other favors,

Very truly yours,

P W DENT

District Counsel.

incl.

Office of
COLLECTOR OF EL PASO COUNTY

El Paso, Texas, October 27, 1920.

This is to certify that I. M. Goodman has this day paid County and State taxes on 1 Lot in Ysleta, assessed in the name of I. Goodman. Amount \$9.25, paid on original receipt # 5416.

R. D. Richey

By O. McW.

10/27/20

El Paso, Texas, September 7, 1920.

Mr. I. M. Goodman,
701 Upson Avenue,
El Paso, Texas.

Dear Sir:

A few days ago we received title certificate for the land taken for middle drain right of way, and the account will be in condition to pay as soon as the warranty deed is returned from the county clerk's office and taxes for 1920 are settled. As to the taxes, the county will not accept the same until October 1, and as it will probably be nearly that date before we can secure the deed, it will be best to delay payment until then. Otherwise the transaction would be a very awkward one for us to handle under the Government regulations. We regret that deed running to the United States could not be executed prior to the time when the tax assessment was made, but this was impossible and therefore we shall have to abide by the result. If you will need the cash to apply on taxes, check can be drawn and delivered to you at the county tax assessor's office, to be there turned in, with tax statement receipted accordingly.

Very truly yours,
P W DENT

District Counsel.

El Paso, Texas, August 27, 1920.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is warranty deed dated August 26, 1920, running from Rosa Goodman et al. to the United States.

Very truly yours,

P W BENT

District Counsel.

incl.

STATE OF TEXAS.)

COUNTY OF EL PASO.)

Before me, the undersigned authority, this day personally came and appeared Bersabe Goodman and Rosa Goodman, the latter being the daughter of the former named party, each to me well known, and which parties each being duly sworn, did depose and say, each for herself and not one for the other;

That she is over twenty-one years of age, Rosa Goodman being twenty-two years of age; that her postoffice address is El Paso, Texas; that she is the same party who joined in the execution of a contract with the United States dated May 12, 1920, agreeing to convey to the United States a certain right of way containing .50 acres, more or less in the N $\frac{1}{2}$ SW $\frac{1}{4}$ Section 26, Township 31 South, Range 6 East, U. S. Reclamation Service Survey, being also in the Ysleta Town Grant, El Paso County, Texas, and in said contract more fully described; that Rosa Goodman is the party grantee in a certain warranty deed dated December 3, 1917, running from Antonio Alvillar, Manuella Alvillar and Elena Rosales et vir; and that prior to and including the date of the making of said agreement to sell to the United States she has, together with the other affiant named herein, for a period running from October 27, 1917, the date of the death of Jose Pedro Alvillar, who was the father of Bersabe Goodman, held actual, peaceable, adverse, continuous, exclusive, and hostile possession of the tract of land of which the said described right of way agreed to be conveyed to the United States is a part, said tract of land being the same which was conveyed by warranty deed running from the said Antonio Alvillar, Manuella Alvillar and Elena Rosales, to Rosa Goodman dated December 3, 1917, and said possession being hostile to these said grantors as well as to other parties. Rosa Goodman claiming ~~that~~ since December 3, 1917, under deed duly registered, each affiant hereto, jointly with the other party, cultivating, using, and enjoying said entire tract, and paying all taxes thereon each and every year during said period of possession and having the said entire tract of land during all of said period of time, under fence, and thereby segregated from all adjoining lands; and that the said Jose Pedro Alvillar, for a period of forty years or more prior to his death on October 27, 1917, held possession of the land in the manner hereinbefore described, this affidavit as to the said possession of Jose Pedro Alvillar being made upon actual personal knowledge of the affiants herein as to such period of time as is within their memory, and as to possession prior thereto, upon the best of their knowledge and belief as gained from statements made to them by the said Jose

Pedro Alvillar and by other parties personally familiar
with his possession of the land.

ROSA GOODMAN

Bersabe Goodman

Sworn to and subscribed before me this 26th
day of August, A. D. 1920.

GEO W HOADLEY

(SEAL)

Notary Public, in and
for El Paso County,
Texas.

My commission expires:
6/1/21

El Paso, Texas,
August 23, 1926.

Mr. I. M. Goodman,
701 Upson Ave.,
El Paso, Texas.

Dear Sir:

Transmitted herewith to be executed by yourself, your wife, and your daughter Rosa is warranty deed running to the Government and conveying the land necessary for the Middle Drain. If you can call at our office the Notary Public here will be pleased to take the acknowledgments without any charge to you.

There is also inclosed an affidavit as to possession which should be signed and sworn to by your wife and daughter.

It is noted that your daughter signed the agreement to sell as "Rose". Please have her sign the warranty deed and affidavit as "Rosa" as her name is spelled in the latter manner in the deed running to her from Antonio Alvillar et al. dated December 3, 1917.

Upon return of these papers executed in proper form, we will obtain title certificate and have the account vouchered and paid. At that time the abstract of title will be delivered to you.

It will be necessary that all taxes be paid up to date, and if taxes are delinquent, please give the matter the necessary attention.

Very truly yours,

P W DUNT

District Counsel.

Encl.

El Paso, Texas, July 23, 1920.

Pioneer Abstract and Guarantee Title Company,

El Paso, Texas.

Gentlemen:

We would like to obtain title certificate for 0.5 acre of land which you have abstracted in No. 19219, inclosed herewith, more fully described in agreement to sell to the United States dated May 12, 1920. This land is a part of the Pedro Alvillar estate, and is now held by Bersabe Goodman, one of his daughters, and Rosa Goodman, who is a daughter of Bersabe. We propose to secure warranty deed running from these women and I. M. Goodman, husband of the former. Rose is unmarried.

We have passed your bill of \$25.75 for payment in connection with the abstracting work, and the Reclamation Service will also pay for the title certificate. We intend, however, to turn the abstract over to the Goodmans when this transaction is completed, and make deduction for its cost. With this in view, we ask that you kindly change the caption so that the abstract will relate to the 6-acre tract of land which was a part of the Pedro Alvillar estate, and not merely to the 0.5-acre Government right of way. In view of the fact that the Reclamation Service is now paying the regular rates, we assume that there will be no objection upon your part to our course in this matter.

Inclosed is application for the title certificate. If you find good title in the proposed grantors, we shall be pleased to have them execute the usual form of warranty deed running to the United States.

Very truly yours,

P. S. DEET

District Counsel.

incls.

El Paso, Texas, June 21, 1920.

Mrs. Bersabe Goodman,
701 Upson Avenue,
El Paso, Texas.

Dear Madam:

With reference to the contract that was recently made for right of way purchase for the middle drain, you are advised that we shall have abstract of title made up as soon as possible and, when this is accomplished, take the necessary steps to make payment of the amount due you.

It is our recollection that you had an extra abstract made for your own use, of the land a little to the northwest of this tract, which abstract contains a good many matters with reference to the Antonio Alvillar estate that are common to the land now to be acquired by the Government. If you have this abstract, kindly deliver it to this office for temporary use, as it will greatly facilitate the getting out of the abstract that is now necessary, or else deliver it direct to the Pioneer Abstract Company's offices in the First National Bank Building. The abstract will be returned to you. Please advise us of your action in this matter.

Very truly yours,

P W DENT

District Counsel.

El Paso, Texas,
June 7, 1920.

Pioneer Abstract & Guaranty Title Co.,
First National Bank Bldg.,
El Paso, Texas.

Gentlemen:

Please supply an abstract of title covering .5 of an acre of land in the E $\frac{1}{2}$ Section 26, Township 31 South, Range 6 East. This land is now owned by Mrs. I. M. Goodman and her daughter Rose Goodman, and was formerly part of the Pedro Alvarado estate and is in the Yelata town grant.

Very truly yours,

P. W. DENT

District Counsel.

Not a title certificate

El Paso, Texas,
June 7, 1926.

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

Dear Sir:

Transmitted herewith for official record
if contract dated May 12, 1926 between Bernabe Goodman
et al., and the United States.

Very truly yours,

P W DEET

District Counsel.

June 3-, 1920.

Assistant Director

Project Manager, El Paso, Tex.

Acquisition of lands. Contract, formal, dated May 12, 1920, from Bersebe Goodman et al. for purchase of right of way for Middle Drain- Rio Grande Project.

1. The above mentioned contract transmitted with your form letter dated May 12, 1920, was received by reference from the Chief Engineer dated May 22, 1920.

2. The contract has been approved in the form transmitted. In preparing the deed care should be taken to insert in line 15 of the description following "(238.22)" the word "feet".

Copy to C. H., Denver.
" " D. C., El Paso, Tex.

Morris Bien

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

CERTIFICATE.

I HEREBY CERTIFY That the land described in agreement to sell dated May 12, 1920, with Bersabe Goodman et al. is required for purposes authorized by the Act of June 17, 1902 (32 Stat., 388), namely as right of way for the Middle Drain, a part of the Rio Grande Project; that the consideration to be paid thereunder, \$87.50, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

Project Manager.

El Paso, Texas,

May 12, 1920.

POSSESSORY CERTIFICATE.

Rio Grande Project,
El Paso, Texas, May 12, 1920.

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 Bersabe Goodman, et al., in the NW $\frac{1}{4}$ of Section 26, Township 31 South, Range 6 East, U. S. Reclamation Service survey, being also in the Ysleta Town Grant, County of El Paso, State of 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 in in possession of any part of it.

GEO. W. HOADLEY

Field Assistant.

CANAL Trinidad COUNTY El Paso Co

1. Mailing address of each party Mrs Bersabe Goodman
Rose Goodman I.M. Goodman 701 Ripston Ave

2. Personal status of each party (married, single, widow or widower): Married & Single

3. List of improvements (state, as by itemized bill, how total consideration was fixed):

1/2 acre alfalfa 175⁰⁰ 87⁵⁰

4. Interest held by each party joined in contract, other than owner or wife of owner, as "Joint ownership", "lessee", or "licnor", and if licnor, state such facts as may be gathered from owner as to date, amount and quality of encumbrance:

5. Bersabe & Rose Goodman Joint owners I.M. Goodman ^{as a husband}
state whether or not land is homestead property not homestead

6. Survey number of tract (if not embodied in land description):
. If no survey number is available state item in tax records: Item (under whose name assessed and line number in assessment book):
Acreage _____: Assessed at \$ _____.

other available information _____.

7. Grantor will order title guaranty.
Grantor agrees that Service may order title guaranty and make deduction therefor.
Grantor will order abstract of title.
Grantor agrees that Service may order abstract of title and make deduction therefor.
☒ Grantor states that taxes are paid to date.
Grantor will pay taxes now unpaid.
Grantor wishes Service to pay taxes and make deduction therefor, and will furnish this office with bill of unpaid taxes.
Grantor states that land is now encumbered (as per item 3) and wishes Service to pay off encumbrance and make deduction therefor. (In case this is to be done, grantor will have to consult personally with the licnor).
Grantor states that land is encumbered (as per item 3) and will at once take steps to remove same.

8. Cost of structures to be built by Service. None.
R/W out of a tract of land left by P. A. Villas to
Mrs Bersabe Goodman & her sisters who sold their
interests to Rose Goodman daughter of I.M. and
Bersabe Goodman. Rose & Bersabe Goodman
present owners. 12/22/17

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

Witnesses:

of _____

Bersabe Goodman

Rose Goodman

I. M. Goodman

Vendor.

of _____

The United States of America,

of _____

By L. M. Lawson

Project Manager

U. S. R. S.

of _____

STATE OF Texas. }
COUNTY OF El Paso } ss:

I, Geo. W. Hoadley, a Notary Public

in and for said county, in the State aforesaid, do hereby certify that I. M. Goodman, Bersabe Goodman and Rose Goodman 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 Bersabe Goodman 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 es not wish to retract the same.

Given under my hand and official seal, this 12th day of May, 1920

AL.]

Geo. W. Hoadley

My commission expires June 1st 1921.

Notary Public

is _____ day of _____, 191

Comptroller, U. S. R. S.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICETHIS AGREEMENT, made this 12th day of Maynineteen hundred and twenty, between Bersabe Goodman and I. M. Goodman
a single woman, all
her husband, and Rose Goodman ~~xxxxxx~~ of El Paso
his wife, ofCounty, State of Texas, for them and their heirs, legal represen-
tatives, and assigns, hereinafter styled the Vendor, and The United States of America and its assigns byI. M. Lawson, Project Manager of the United States Reclamation Service,
thereunto duly authorized by the Secretary of the Interior, pursuant to the act of June 17, 1902
(32 Stat., 388),

WITNESSETH:

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

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

A tract of land situated in the town of Ysleta, Texas in the north half of the southwest quarter (N $\frac{1}{2}$ SW $\frac{1}{4}$) of Section twenty-six (26) Township thirty-one (31) South, Range Six (6) East U. S. Reclamation Service survey, being also in the Ysleta Town Grant and more particularly described as follows: Beginning at the most southerly corner of the tract of land herein described which is a point on the property line between land of the Vendor and J. W. Spohr, and from which point the southwest corner of said Section twenty-six (26) bears South 33°04'20" West two thousand three hundred sixty-five and four tenths (2365.4) feet; thence North 40°15' West three hundred one and three tenths (301.3) feet to point on property line between land of the Vendor and the said J. W. Spohr; thence along said property line South 78°01' East two hundred thirty eight and twenty two hundredths (238.22) feet to the Northeast corner of land of the Vendor, from which point the Northeast corner of said Section twenty-six (26) bears North 51°44'24" East five thousand twenty-eight and eight tenths (5028.8) feet; thence South 12°0' West one hundred eighty-four and forty-six hundredths (184.46) feet to the point of beginning; said tract of land containing fifty hundredths (0.50) acres more or less.

Correct as to Engineering Data
Read 1914

6/22-20.

Goodman stated that
he would want an abstract
and was willing to pay for
same. Title good. Get
guaranty, deduct for abstract,
and turn it over to Goodman
when transaction is closed.

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made **May 12** 19 **20**, with
Bersabe Goodman and I. H. Goodman, her husband, and Rose Goodman,
for the purchase of land required for **Middle Drain, El Paso Valley,**
purposes, **Rio Grande** Project, **El Paso**
County, **Texas.**

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

**0.50 acres in Ysleta Grant, in N $\frac{1}{2}$ of SW $\frac{1}{4}$ sec. 26, T. 31 S., R. 6 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.

This title is founded on Mexican Grant and not on United States Public land patent; there is no United States public land in the State of Texas.

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

Bersabe Goodman and Rose Goodman; husband of Bersabe Goodman is I. W. Goodman; Rose Goodman is their daughter and is unmarried. Property is in the name of the women, and I. W. Goodman has been joined in the contract as under the Texas laws husband must join in conveyance of wife's separate property. Address of all: 701 Upson avenue, El Paso, 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, or if some arrangement has been made with the tenant in case his interest in the land desired for acquisition will be affected.

Owners as above stated. No tenants or leases.

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

6-4503

Subject to right of way by virtue of stock-subscription contract with water users' association (now District); right of way not being invoked.

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 land is in cultivation--stand of alfalfa: $\frac{1}{2}$ acre at \$175, \$87.50.

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.

All irrigable; all irrigated.

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

\$150 to \$250 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.

Middle drain will be of general benefit to this community.

Dated **El Paso, Texas, May 12, 1920** 191

(Signature)-----**GEO W BOADLEY**

(Title)-----**Field Assistant.**

In Charge of Negotiations.

Approved: **L M LAWSON**

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, 1917 edition, pages 260-263.

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

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

(b) Affidavit of disinterestedness.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7-281

REPORT ON LAND AGREEMENT.

For purposes.

..... project.

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

Belonging to

County of

State of

Submitted by

Date 191.....

6-4903

61-2-12
61-2-51