

V.319 P.601

The State of Texas, }

Know all Men by these Presents, that

County of El Paso,

Ada Krakauer, by Julius A. Krakauer, her Attorney in Fact,

of the County of El Paso, State of Texas, in consideration of the sum of  
One thousand eighty-four and 0/100 (\$1,084.00)

DOLLARS

to ~~be~~ in hand paid by The United States of America, in pursuance of the  
provisions of the act of June 17, 1902 (32 Stat. 386).the receipt of which is hereby acknowledged  
has ~~been~~ 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~~ 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 about three miles south of the town of Clint, Texas,  
between the paved county road and the Franklin canal, in the northeast  
quarter of section twenty-four (24) and the south half of section thir-  
teen (13), township thirty-three (33) south, range seven (7) east,  
United States Reclamation Service survey, said tract being more par-  
ticularly bounded and described as follows: Beginning at the northeast  
corner, a point on the property line between the grantor herein and  
Cooley & Peyton, from which point the southeast corner of said section  
thirteen (13) bears south 82°13' east three thousand six hundred forty-  
eight and seven-tenths (3,648.7) feet; running thence south 40°11' east  
three thousand eight hundred thirty and eight-tenths (3,830.8) feet;  
thence along the south property line of Grantor south 69°17' west fifty-  
five and two-tenths (55.2) feet; thence north 44°47' west four hundred  
thirty-one and five-tenths (431.5) feet; thence south 67°08' west forty-  
five and four-tenths (45.4) feet; thence north 40°11' west three thousand  
three hundred ninety-six and nine-tenths (3,396.9) feet; thence along the  
property line between property of Grantor and of Cooley & Peyton north  
81°37' east one hundred thirty-two and eight-tenths (132.8) feet to the  
point of beginning; said tract containing ten and eighty-four hundredths  
(10.84) acres, more or less;Do Give 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~~ I do hereby bind ~~my~~ heirs, executors and adminis-  
trators to Warrant and forever Defend, all and singular, the said premises unto the said  
The United States of America and its~~heirs and assigns~~, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.Witness ~~my~~ hand at El Paso, Texas, this 31st

day of

May, A. D. 1919

ADA KRAKAUER

Witness of Record of Grantor.

By JULIUS A. KRAKAUER

Her Attorney in Fact.

THE STATE OF TEXAS, }

County of El Paso.  
Notary Public  
Julius A. Krassner

Before me P O MAROH  
In and for El Paso County, Texas, on this day personally appeared

known to me to be the person whose name AM subscribed to the foregoing instrument and acknowl-  
edged to me that he executed the same for the purposes and consideration therein expressed.  
and as the act and deed of AM Krassner.  
Given under my hand and seal of office this 31st day of May A. D. 1910

SHAL)

P O Maroh  
Notary Public.

THE STATE OF TEXAS, }

County of El Paso.

Before me  
In and for El Paso County, Texas, on this day personally appeared

wife of  
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 day of A. D. 191

THE STATE OF TEXAS, }

County of El Paso.

I, Clerk of the County Court  
of said County, do hereby certify that the above instrument of writing, dated on the  
day of, A. D. 191, with its certificate of authentication, was filed for record in my  
office this day of, A. D. 191, at o'clock M.  
and duly recorded this day of, A. D. 191, at o'clock M.  
in the records of said County, in Volume 319 on Pages 601

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.

By Deputy.

TO

WARRANTY DEED

SINGLE AND UNIT'S SEPARATE ACKNOWLEDGMENT

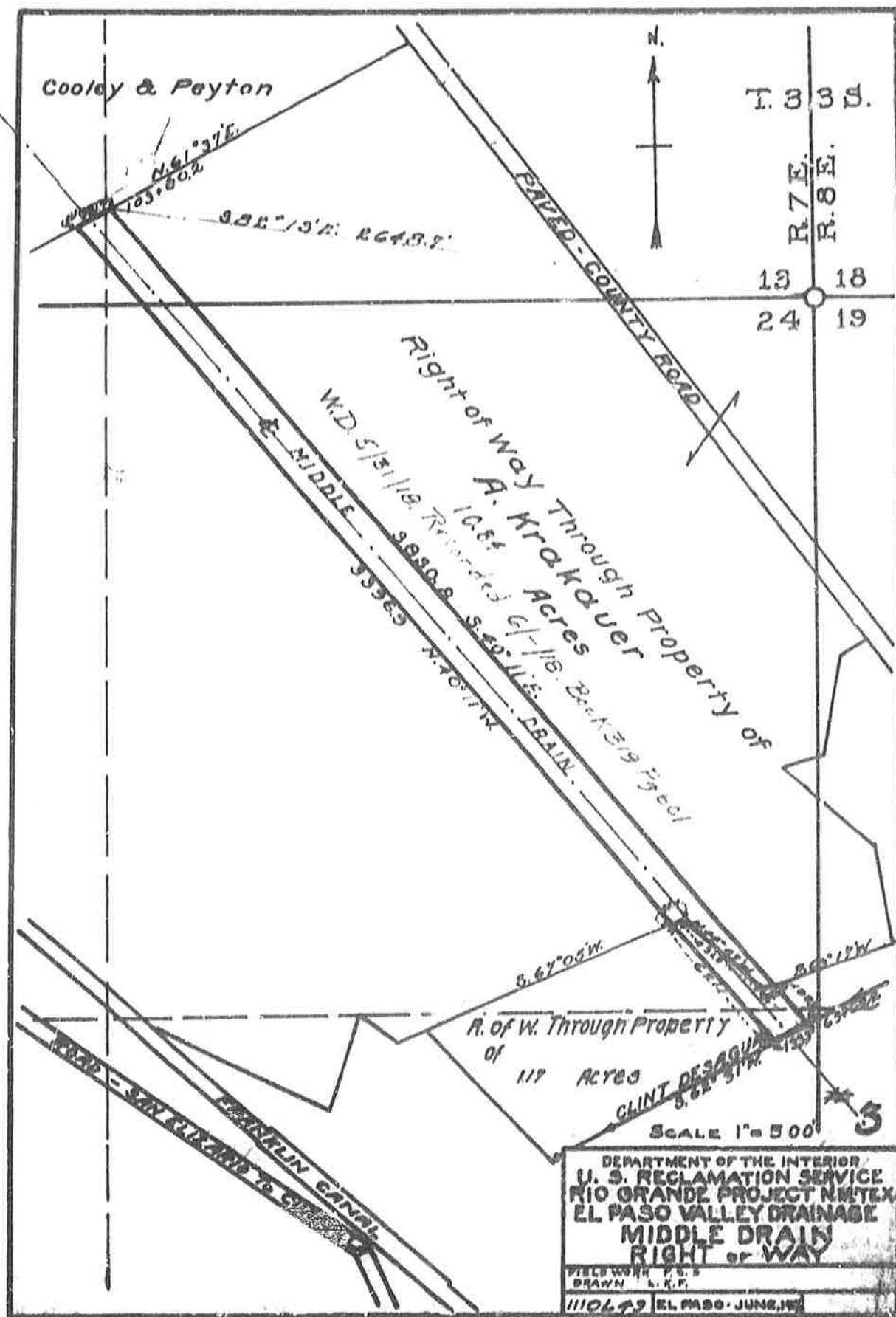
Filed for record 191

at o'clock M.

Clerk County Court

Deputy

EL PASO



3 E. 7-1A

OFFICERS:  
G. ZORK  
ROBT. KRAKAUER  
J. KRAKAUER  
A. M. KRAKAUER



DIRECTORS:  
G. ZORK  
ROBT. KRAKAUER  
J. KRAKAUER  
A. M. KRAKAUER  
W. C. HERRMAN  
L. F. HERRMAN  
R. C. HERRMAN

# KRAKAUER, ZORK & MOYE'S INC.

HARDWARE  
SPORTING GOODS, MACHINERY  
MINE SUPPLIES

EL PASO, TEXAS July 26, 1918.

U. S. Reclamation Service,

El Paso, Texas.

Attention of  
Mr. P. W. Dont  
District Counsel

My Dear Sir:-

Enclosed herein find, duly  
executed, release of ten and 84/100 acres --  
right of way taken for drainage canal, through  
Mrs. Ada Krakauer's land.

This instrument, I under-  
stand, is for your files.

JYL

Very sincerely yours,

*J. Krakauer*  
*att*

**KRAKAUER SERVICE IS HARDWARE SATISFACTION**

*Project Manager*

THIS AGREEMENT, made the 14th day of March,  
nineteen hundred and **eighteen**, between **J. Krakauer, Atty. for Mrs. A.**  
**xxx Krakauer** **xxx**, of **El Paso**  
County, **Texas**, for herself **xxx**, her heirs, legal represen-  
tatives, and assigns, hereinafter styled the vendor, and **The United States of America and its assigns by**  
**L. M. Lawson, 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:

A tract of land about three miles south of the town of  
Olint, Texas, between the paved county road and the Franklin  
canal, in the northeast quarter of section twenty-four (24) and  
the south half of section thirteen (13), Township thirty-three (33)  
south, range seven (7) east of the United States Reclamation Serv-  
ice survey, said tract being more particularly bounded and de-  
scribed as follows:

Beginning at the northeast corner, a point on the property  
line between the grantor herein and Cooley & Peyton, from which  
point the southeast corner of said section thirteen (13) bears  
south 82°12' east three thousand six hundred forty-eight and  
seven-tenths (3,648.7) feet; running thence south 40°11' east  
three thousand eight hundred thirty and eight-tenths (3,830.8)  
feet; thence along the south property line of Grantor north  
69°17' west fifty-five and two-tenths (55.2) feet; thence north  
44°47' west four hundred thirty-one and five-tenths (431.5) feet;  
thence south 67°06' west forty-five and four-tenths (45.4) feet;  
thence north 40°11' west three thousand three hundred ninety-six  
and nine-tenths (3,396.9) feet; thence along the property line  
between property of Grantor and of Cooley & Peyton north 61°37'  
east one hundred thirty-two and eight-tenths (132.8) feet to  
the point of beginning; said tract containing ten and eighty-four  
hundredths (10.84) more or less.

2. In consideration of the premises the vendor further agrees upon receipt of notice that this agreement has been approved by the Comptroller or Director of the Reclamation Service to furnish promptly, at his own expense, an abstract of title which shall later be extended to include any instruments subsequently recorded in connection herewith and also the record of the conveyance made pursuant to this agreement: *Provided*, That if the vendor fails or refuses to furnish proper abstract of title within sixty days after notice that this agreement has been approved, or if within such period written request be made by the vendor, such abstract may be procured by the United States at the expense of the vendor and the cost thereof deducted from the purchase price.

3. The vendor further agrees to procure and have recorded at his own cost all assurances of title and affidavits which he may be advised by the proper Government officials are necessary and proper to show complete title in fee simple unincumbered, and the time spent in procuring, recording and transmitting the same to the officer acting on behalf of the United States (and in furnishing or securing abstract of title) shall be added to the time limit of this agreement.

4. And for the same consideration the vendor agrees to execute and deliver, upon demand of the proper officer of the United States at any time within the continuance of this agreement, a good and sufficient deed of warranty conveying to the United States good title to said premises free of lien or incumbrance.

5. In consideration whereof, the United States agrees that it will purchase said property on the terms herein expressed, and upon execution and delivery of such deed and the signing of the usual Government vouchers therefor, and their further approval by the proper Government officials, it will cause to be paid to the vendor as full purchase price and full payment for all damages for entry upon the above-described land and the construction, operation and maintenance of reclamation works under said act, the sum of **One thousand eight hundred and 0/100 (\$1,000.00)**

.....dollars, by U. S. Treasury warrant or disbursing officer's check.

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

7. It is agreed that the vendor may retain possession of said premises until **March 14, 1918** notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crops thereon until **March 14, 1918** except that the proper officers and agents of the United States may 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, pursuant to said act of Congress, free of any claim for damage or compensation on the part of the vendor.

8. This agreement shall become effective to bind the United States to purchase said premises immediately upon its approval as above specified, and shall terminate by limitation at the expiration of **24** months from its date, unless extended as above provided, and shall inure to the benefit of and be binding upon the heirs and assigns of the vendor, and also the assigns of the United States.

9. 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).

**Page 2.**

9-a. In carrying out the operations of the United States Reclamation Service, the United States has built two farm bridges and two flumes necessary for right of way to and irrigation of the land now owned by Vendor and which is a part of the tract hereby agreed to be conveyed, and in consideration of the sum hereinbefore named to be paid by the United States to the Vendor and of the benefits to the land to be derived by the operations of the Reclamation Service and under this contract, the Vendor hereby agrees, for himself and his heirs and assigns, that he will maintain said bridges and flumes in good condition at all times and hereby releases the United States from all expense of, or damages occurring from lack of, proper maintenance of said structures.