

100

RUSSELL, JAMES WEBB, et. ux. Ina

WARRANTY DEED

(137)
MIDDLE DRAIN

0023-0076-0014-00 9-(14) TEXAS

THE STATE OF TEXAS, }
COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS:

That we, **James Webb Russell and Ina Russell, husband and wife,**

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

DOLLARS,

Two hundred twenty & 49/100 (\$220.49) - - - - -

to us in hand paid by **the United States of America 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

ha. **we** 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 _____ 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 situated in the northwesterly outskirts of the town of Yoleta Texas, in the Southwest quarter of the Northwest quarter (SW1/4) of Section 26, Township 31 South, Range 6 East, U. S. Reclamation Service survey being also in the Yoleta Town Grant and more particularly described as follows: Beginning at the most northerly corner of the tract of land herein described which is a point at the intersection of the property line between the land of the Grantor herein and H. M. Andres with southwesterly right of way line of a 41 foot County Road, adjacent and parallel to the G. H. & S. A. R.R. from which point the Northwest corner of said Section 26 bears North 21°11'34" West, two thousand two hundred seventy-seven and seven tenths (2277.7) feet; thence along said right of way line of County Road South 45°03' East four hundred ninety and eighty-two hundredths (490.82) feet to point of intersection of northwesterly right of way line of a second county road from which last named point the Northeast corner of said Section 26 bears North 58°59'53" East four thousand seven hundred eighty-nine and seven tenths (4789.7) feet; thence South 13°33'30" West one hundred forty (140.0) feet along said right of way line of last mentioned County Road; thence North 45°03' West four hundred eighty and sixty-four hundredths (480.64) feet to point on property line between land of the Grantor herein and said H. M. Andres; from which point the Northwest corner of said Section 26 bears North 63°11'13" East five thousand eighteen (5018.0) feet; thence North 10°08' East one hundred forty-five and fifty-six hundredths (145.56) feet to the point of beginning; said tract of land containing one and thirty-three hundredths (1.33) acre 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, its successors or heirs 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 or heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS our hand at **El Paso, Texas** this **14th** day of **September**, A. D. 19**20**.

Witnesses at Request of Grantor

A SCHILDKNECHT

JAMES WEBB RUSSELL

INA RUSSELL

1150-cent U. S. Doc. Rev. Stamp
affixed and cancelled.

THE STATE OF TEXAS

COUNTY OF EL PASO.

BEFORE ME,

Bernabe Flores

A Notary Public

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

personally appeared

James Webb Russell

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 14th day of September A. D., 1920

(SEAL)

My com exp June 1 1921

BERNABE FLORES

Notary Public in and for El Paso County, Texas.

THE STATE OF TEXAS.

COUNTY OF EL PASO.

Before me, Bernabe Flores

A Notary Public

in and for

El Paso County, Texas, on this day personally appeared: Ina Russell

wife of

James Webb Russell

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 Ina Russell 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 14th day of September A. D. 1920

(SEAL)

My com exp June 1 1921

BERNABE FLORES

Notary Public in and for El Paso County, Texas.

THE STATE OF TEXAS.

COUNTY OF EL PASO.

I, W. D. Greet

Clerk of the County

Court of said County, do hereby certify that the above instrument of writing, dated on the 14th day of Sept, A. D. 1920 with its certificate of authentication, was filed for record in my office this 29th day of Sept, A. D. 1920 at 10:42 clock A. M. and duly recorded the 2nd day of Oct, A. D. 1920 at 11:00 o'clock A. M. in the records of said County, in Volume 338 on Pages 573

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

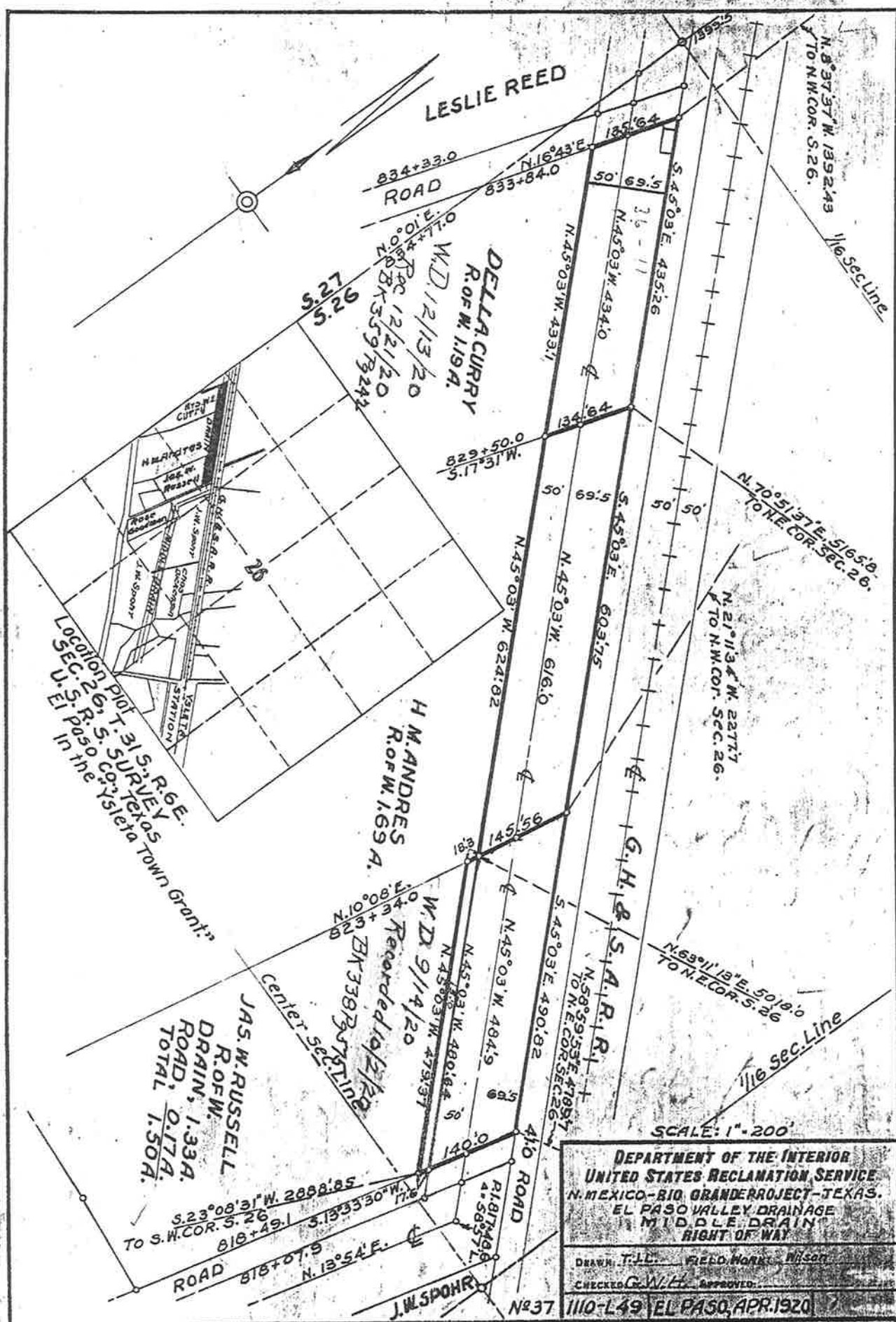
Filed for record

at o'clock M.

Clerk County Court, El Paso County, Texas.

By Deputy

ELLIS BROS. PRINTING CO., EL PASO



End of drain

El Paso, Texas, September 28, 1920.

Pioneer Abstract and Guarantee Title Company.

El Paso, Texas.

Gentlemen:

This is to advise that James W. Russell, concerning whose land we wrote under date of the 15th instant, has agreed that check in payment may be delivered to the First Mortgage Company and that he will call at the office of this company and there apply such portion of the proceeds of the check as may be proper to settlement of his indebtedness to that company. With this understanding, we believe that the First Mortgage Company will be willing to execute the release of lien that they hold against Mr. Russell's land, which procedure will clear the way to title certificate. Check will be delivered in accordance with the above.

Very truly yours,

P W DENT

District Counsel.

El Paso, Texas,
Sept. 17, 1920.

Mr. James W. Russell,
Yaleta, Tex.

Dear Sir:

In accordance with the procedure outlined when you were in our office, the release of the vendor's lien held against your property by the First Mortgage Company was transmitted to this company with the understanding that they would execute the release and that this would clear the way to the title certificate which is to be written upon the land. This morning, however, a representative of the company informed us that they do not desire to release the lien unless the amount to be paid by the Government is assigned to them to be applied upon your indebtedness, which they state is now considerably in arrears. If you are willing to make this application of the funds, kindly intimate your decision in the matter in writing, and check in payment, while drawn to your order, will be transmitted to the First Mortgage Company in order that you may endorse it over to them.

We regret that an unqualified release can not be secured, but if there is a pending foreclosure of the lien against your property you will possibly be glad to use the money in this way. You will appreciate that if this incumbrance cannot be cleared, the United States cannot accept title.

Awaiting your answer, we are

Very truly yours,

P W DENT

District Counsel.

El Paso, Texas, September 15, 1920.

Pioneer Abstract and Guarantee Title Company,

El Paso, Texas.

Gentlemen:

Transmitted herewith is warranty deed dated September 14, 1920, running from James Webb Russell et ux. to the United States, together with release of vendor's lien to be executed by the First Mortgage Company, and letter of transmittal to the county clerk requesting recordation of these instruments. Upon execution of the release by the First Mortgage Company, which we understand will be satisfactory to them, and recordation of both instruments, I believe you will find the record in condition satisfactory for issue of title certificate.

Very truly yours,

F W DENT

District Counsel.

Incls.

El Paso, Texas, September 15, 1920.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record are warranty deed dated September 14, 1920, running from James Webb Russell et ux. to the United States, and release of vendor's lien running from First Mortgage Company to James Webb Russell.

Very truly yours,

F W DEET

District Counsel.

incls.

El Paso, Texas, September 11, 1920.

Mr. James W. Russell,
Yaleta, Texas.

Dear Sir:

The Pioneer Abstract and Guarantee Title Company have signified their willingness to issue title certificate for the land acquired by the United States for middle drain right of way, subject to execution of proper warranty deed running to the United States and release of vendor's lien held by the First Mortgage Company. The necessary release has been drawn and will be duly executed by the First Mortgage Company, and the warranty deed is inclosed herewith for your signature and that of Mrs. Russell. Please sign "James Webb Russell," and have your wife sign "Kna Russell," as this is the manner in which you signed the agreement to sell to the Government and it is quite important that the signatures be exactly the same upon both instruments. If you can call at our office the notary here will be pleased to take your acknowledgments without charge.

The deed must have affixed a United States documentary revenue stamp for 50 cents, which it is customary for the grantors to furnish and which please do not overlook.

Upon issuance of the title certificate and recordation of the deed and delivery back to us from the county clerk's office, we will be in a position to have the account vouchered and paid.

Very truly yours,

P W DENT

District Counsel.

Incl.

El Paso, Texas, September 7, 1920.

Pioneer Abstract and Guarantee Title Company,

El Paso, Texas.

Gentlemen:

Transmitted herewith are Rio Grande Abstract No. 4432, Pioneer No. 19801, together with blueprint of Government right of way and application for title certificate. If your attorneys find good title in James Webb Russell, we shall be pleased to call on this party for warranty deed running to the United States.

The Rio Grande abstract, with the supplements bound therewith, is the property of the First Mortgage Company.

Very truly yours,

P W DENT

District Counsel.

incls.

El Paso, Texas, August 30, 1920.

Pioneer Abstract and Guarantee Title Company,

El Paso, Texas.

Gentlemen:

We wish to secure title certificate for 1.33 acres in SW $\frac{1}{4}$ of NW $\frac{1}{4}$ sec. 26, T. 31 S., R. 6 E., Ysleta town grant, as shown on attached blueprint and as described in contract with James Webb Russell, the present owner, the contract being dated July 29, 1920, and filed to-day for record.

The First Mortgage Company, who were, we understand, the former owners of this land, have the abstract. If such is available for this purpose, kindly extend it to the point necessary to enable your examiners to pass on the title, but prior to your examination we will make application, the application being now delayed as we are without benefit of abstract.

Please advise in reference to the abstract, and we will take the further necessary action.

Very truly yours,

P W DBHT

District Counsel.

incl.

El Paso, Texas, August 30, 1920.

County Clerk for El Paso County,

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is contract dated July 29, 1920, between James Webb Russell et ux. and the United States.

Very truly yours,

P F DENT

District Counsel.

incl.

El Paso, Texas, October 1, 1920.

Mr. James W. Russell,

Ysleta, Texas.

Dear Sir:

We have obtained title certificate for your land which was taken for middle drain right of way, and voucher is inclosed herewith, which please sign, having Mrs. Russell also sign, and return to this office. Sign your names in exactly the same manner as they are stated in the heading of the voucher.

You will note that a deduction of \$15 for title certificate and of \$1 for recordation of the First Mortgage Company release has been made. Taxes for 1920 were assessed prior to execution of the deed running to the United States, and same should be paid before the Government can make final settlement. These taxes amount to \$7.74, and we will be glad to attend to this matter, making proper deduction on the voucher, if you wish us to do so. Kindly advise in regard to this.

There is also inclosed a deposition as to your possession of the land, which sign and return, and the notary in this office will handle the affidavit.

We are urging the county clerk's office to put the deed through the records with as little delay as possible, and upon return of this instrument to our office, and settlement of 1920 taxes, as noted above, the voucher will be sent to the proper officer for payment.

Very truly yours,

P W DENT

District Counsel.

incls.

COUNTY Middle Drain COUNTY El Paso

1. Mailing address of each party James Webb + Ina Russell
Ysleta, Tex

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

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

1.33 A.	-	205.50	-	1.33 A.	153 -	203.49
Allowance for Debt		15 -		Small Adobe	-	17
		220.50				220.49

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

~~No items~~

5. State whether or not land is homestead property: 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.
 8. 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 lienor).
 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*

First Mortgage Co. former owner
has abstract.

RELEASE UNDER

TO

State of _____
County of _____ } ss:

I hereby certify that this instrument was
filed for record on the _____
day of _____, A. D. 191 _____,
at _____ o'clock _____ M., and duly
recorded in book _____
page _____, of the Records of Deeds and
Mortgages of said county.

County Clerk and Ex-officio Recorder.

Deputy.

Fees, \$ _____

IN TESTIMONY WHEREOF, the said First Mortgage Company

has caused this instrument to be signed by its _____,
thereunto authorized by a resolution of the Board of Directors, and affixed its seal hereunto, this, the
_____ day of _____, A. D. 1920.

Signed, sealed, and delivered in the presence of—

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

On this _____ day of _____, 191 _____,

before me personally appeared _____, known to me to
be the person whose name is subscribed to the
foregoing instrument, and acknowledged, to me ~~known and acknowledged~~ that the
First Mortgage Company,

by him its _____, signed, sealed with its corporate seal, and delivered the foregoing
instrument for the purposes and considerations therein expressed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year
in this certificate first above written.

My commission expires _____

Notary Public.
El Paso County, Texas.

AND WHEREAS, by agreement dated July 29, 1920, between the United States of America and the said James W. Russell, et ux.,
the said last named parties

agree to convey a certain tract or parcel of land for a canal right of way for the Rio Grande Project

free of all existing liens or encumbrances, which land is described as follows: **A tract of land in El Paso County, Texas, in the South-west quarter of the Northwest quarter (SW $\frac{1}{4}$ 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 and more particularly described as follows: Beginning at the most northerly corner, of the tract of land herein described, which is a point at the intersection of the property line between the land of James W. Russell and H. M. Andres with southwesterly right of way line of a 41 foot County Road, adjacent and parallel to the G.H. & S.A.R.R. from which point the Northwest corner of said Section 26 bears North 21°11'34" West, 2277.7 feet; thence along said right of way line of County Road South 45°03' East 490.82 feet to point of intersection of northwesterly right of way line of a second county road from which last named point the Northeast corner of said Section 26 bears North 58°59'53" East 4789.7 feet; thence South 13°33'30" West 140.0 feet along said right of way line of last mentioned County Road; thence North 45°03' West 480.64 feet to point on property line between land of James W. Russell and said H. M. Andres; from which point the Northeast corner of said Section 26 bears North 63°11'13" East 5018.0 feet; thence North 10°08' East 145.56 feet to the point of beginning; said tract of land containing 1.33 acres more or less.**

Now, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, That the said First Mortgage Company,

for and in consideration of the premises and of One Dollar (\$1.00) to it in hand paid, the receipt whereof is hereby acknowledged, do hereby remise, set over, release, and reconvey unto the said James W. Russell, his

heirs and assigns, all and singular, the property and premises herein last above described, forever free and quit of the above named encumbrance, expressly reserving, however, all rights under the said vendor's lien against all the remaining described land in the same manner and effect as if this release had never been executed.

RELEASE UNDER VENDOR'S LIEN.

STATE OF Texas,
COUNTY OF El Paso.

WHEREAS, on the 26th day of April, A. D. 191 8
First Mortgage Company, a corporation,
of El Paso.

County of El Paso, State of Texas, did execute,
acknowledge, and deliver to James W. Russell

of El Paso, County of El Paso,

State of Texas, a certain warranty deed, whereby a vendor's
lien was retained upon the land granted,
duly recorded in the records of El Paso County, Texas,

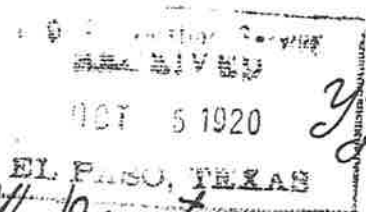
in Book 317, page 567, granting
all that certain tract or parcel of land, lying and being
in the County of El Paso, in the State of Texas,

described as follows, to-wit:

Tract No. 1 of Spohr's Addition to the Ysleta Grant, containing
about 7.34 acres, and being out of the 59-acre tract formerly owned by
W. J. Spohr and thereafter acquired by the First Mortgage Company;
reference being made to the said described warranty deed running
to James W. Russell for complete description of the land therein
conveyed;

10. In consideration of the premises, the Vendors further agree, before the money or other consideration herein named shall be paid by the United States, to furnish at their own expense title guaranty certificate issued by a title guaranty company to be designated by the United States, guaranteeing the title to the land herein agreed to be conveyed to be in the United States and otherwise in form acceptable to the United States, or, at the option of the United States, to otherwise show perfect title: Provided, That if the Vendors fail or refuse to furnish such title guaranty certificate within sixty days after notice that this agreement has been approved, or if within such period written request be made by the Vendors, such title guaranty certificate may be procured by the United States at the expense of the Vendors and the cost thereof deducted from the purchase price; and it is understood and agreed between the parties hereto that the United States will bear the expense of any and all abstracts of title which are necessary for the use of the title guaranty company in issuing the title certificate: Provided, That if the Vendors have at their disposal abstract of title, the same shall be loaned to the title guaranty company for its use in issuing title certificate, the United States bearing the expense, if any, of bringing the abstract down to date.

11. 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.



Ysleta Tex
Oct 4/1920

Mr. P. W. Dent

Dear Sir :-

I received the papers
to sign & am sending them
back to you, now it is
satisfactory to me for you
to pay the taxes & deduct
it from the amount (taxes
of 1920) \$4,44⁰⁰ coming to me
& try & put it thru as soon
as possible oblige

Mr. J. W. Russell.

STATE AND COUNTY TAX NOTICE

Your taxes for the year 1919 on property rendered by you and described below, amounts to \$ 724. This does not include poll tax or property you may own which you did not render. Taxes are due Oct. 1st and become delinquent Feb. 1st, when 10% penalty, 6% interest per annum and \$2.25 costs is added. You will have to call in person for your poll tax. No poll tax will be delivered after Jan. 31st.

LOTS	BLK.	ADD.	ABS.	SUR.	ACRES	ASSESSED VALUATION
abt 2 1/2						
1920 La Lita						

Out of town personal checks not accepted.

To avoid delay, return this card with your remittance.

Book 2 Page 164 Line 16 Tax Collector of El Paso County, Texas.

R. D. RICHEY,

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

Witnesses:

James Webb Russell

of

Ina Russell

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 James Webb Russell and Ina Russell

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 Ina Russell

separate and apart from her husband, and explained to her the contents of the foregoing instrument, and upon that examination she did declare 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 29th day of July, 1920

[SEAL.]

Geo. W. Hoadley

Notary Public

My commission expires June 1, 1921.

Approved this day of, 191

Comptroller, U. S. R. S.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICETHIS AGREEMENT, made this 29th day of Julynineteen hundred and twenty, between James Webb Russelland Ina Russell, his wife, of Ysleta, El PasoCounty, Texas, for them yes their heirs, legal representatives, and assigns, hereinafter styled the Vendor, and The United States of America and its assigns byL. 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 northwesterly outskirts of the town of Ysleta Texas, in the Southwest quarter of the Northwest quarter (SW1/4) of Section 26, Township 31 South, Range 6 East, U. S. Reclamation Service survey being also in the Ysleta Town Grant and more particularly described as follows: Beginning at the most northerly corner of the tract of land herein described, which is a point at the intersection of the property line between the land of the Vendor herein and H. M. Andres with southwesterly right of way line of a 41 foot County Road, adjacent and parallel to the G. H. & S. A. R.R. from which point the Northwest corner of said Section 26 bears North 21°11'34" West, 2277.7 feet; thence along said right of way line of County Road South 45°03' East 490.82 feet to point of intersection of northwesterly right of way line of a second county road from which last named point the Northeast corner of said Section 26 bears North 58°59'53" East 4789.7 feet; thence South 13°33'30" West 140.0 feet along said right of way line of last mentioned County Road; thence North 45°03' West 480.64 feet to point on property line between land of the Vendor and said H. M. Andres; from which point the Northeast corner of said Section 26 bears North 63°11'13" East 5018.0 feet; thence North 10°08' East 145.56 feet to the point of beginning; said tract of land containing 1.33 acres more or less.

Correct as to Engineering Data

Approved as to form

District Counsel

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Project El Paso, Texas
AUG 20 1920

Project Manager to Chief of Construction, thru District Counsel.
Reference should be made to previous correspondence of importance, especially in the case of contracts.

Subject: Forwards for approval contract dated July 29, 1920.
With James Webb contract of 1918.

Estimated amount involved, \$220.49
Accompanied by bond and 2 copies of clearing account.

Purpose: This form is to be used for the purpose of forwarding to the Chief of Construction for approval in the case of contracts.

INSTRUCTIONS

Advise Project Manager at

District Counsel at

El Paso, Texas.
(Post office and State)

and

execution

of the approval of the above, using extra copy hereof.
Inclosures listed on the reverse

NOTE: Before submitting contract see that the instructions on reverse hereof have been FULLY complied with. See also par. 16, Page 206, Vol. I of Manual.

(Signature)

Denver, Colo. August 27, 1920.
The above described contract and bond, if any, approved

by R. B. Baker

acting Chief of Construction, Inclosure.

Denver, Colo.

Chief of Construction to Director:

It is recommended that the above described contract be executed

approved and bond if any approved.

ORIGINAL CONTRACT TO BE
RETURNED TO PROJECT OFFICE
FOR RECOGNITION AND
FURTHER PROGRESS ACTION.

(Signature)

Washington, D. C.

executed
Contract approved and bond, if any, approved by

on
Original and
copies of contract
copies of form letter of transmittal.

THIS IS TO CERTIFY, In regard to a tract of land containing 1.83 acres purchased from James Webb Russell et ux. under agreement to sell dated July 29, 1920, and the title guaranty issued in connection therewith dated September 29, 1920:

That the copy of the tax certificate contained in the said title guaranty has been compared with the original tax certificate and found to be an exact copy, and that said certificate relates to the land a portion of which has been acquired by the United States under the said agreement to sell; and that the taxes for 1920, amounting to \$7.74, have been paid by the Reclamation Service and deduction made therefor on voucher, which payment is evidenced by El Paso County Tax Collector's receipt in due form and by signed voucher covering the payment of taxes.

El Paso, Texas,

P 7 DEPT

District Counsel.

The inclosures with this land purchase are as follows:

- Orig. agreement to sell.
- War. deed and 1 copy, with 2 blueprints.
- Orig. and 1 copy possessory certificate.
- Orig. and 1 copy affidavit as to possession.
- Copies letters April 11, 1918, and June 26, 1918, C.C. to D. C. El Paso.
- Title guaranty, which contains copy of tax certificate.
- Extra copy above certificate as to taxes.

(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.)

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

Before me, the undersigned authority, this day personally came and appeared James W. Russell, to me well known, and who, after being by me duly sworn, did depose and say:

That he is over twenty-one years of age; that his post-office address is Ysleta, Texas; that he is the same party who executed a contract with the United States of America dated July 29, 1920, agreeing to convey to the United States a certain right of way containing 1.33 acres, more or less, in southwest quarter of the northwest quarter of section twenty-six, township thirty-one south, range six east, United States Reclamation Service survey, El Paso County, Texas, and being also in the Ysleta Town Grant and more fully described in said contract; and that prior to and including the date of said contract, together with First Mortgage Company, his predecessor in title and possession, from ~~whom~~ ^{whom} he holds privity of estate by reason of his being the grantee in a certain deed of conveyance running from the said First Mortgage Company, dated April 26, 1918, for a period of five years, he, affiant, 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, under title, cultivating, using, and enjoying the said entire tract and paying all taxes thereon each and every year from the time of his acquiring title as aforesaid, and having the said entire tract of land during all of said period of time under fence and thereby segregated from all adjoining lands.

JAMES W RUSSELL

Sworn to and subscribed before me this 7th day
of October, A. D. 1920.

(SEAL)

My com. exp.
June 1, 1921.

(sgd.) Geo. W. Goodley
Notary Public in and
for El Paso County,
Texas.

POSSESSORY CERTIFICATE.

Rio Grande Project,
El Paso, Texas, July 29, 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 James Webb Russell et ux., in the Southwest quarter of the Northwest quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$) of Section 26, Township 31 South, Range 6 East, U. S. Reclamation Service survey and being also in the Yelata Grant, County of El Paso, State of Texas, for the Rio Grande project, and that the said proposed Vendor was in actual, sole, and exclusive possession of the land, claiming to be the owner thereof, and no person claiming a right in such land adverse to the Vendor is in possession of any part of it.

GEO. W HOADLEY

Field Assistant.

CERTIFICATE.

I HEREBY CERTIFY That the land described in the agreement dated July 29, 1920, with James Webb Russell et ux. 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 \$220.49, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

El Paso, Texas,

July 29, 1920.

Project Manager.

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 (e), 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.

REPORT ON LAND AGREEMENT.

For ----- purposes.

----- project.

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

Belonging to -----

County of -----

State of -----

Submitted by -----

Date ----- 191-----

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 boundary 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 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. 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.

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 without crop at present. Was slightly improved a number of years ago. All capable of being brought under cultivation.

Payment to be made as follows:

1.33 acres at \$153 per acre	\$203.49
Small adobe building	17.00
	<u>\$220.49</u>

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. Water rights such as are usual in El Paso Valley under Rio Grande project.

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

\$175 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.

Drain will be of general benefit to the community.

Dated **El Paso, Texas, July 29** 191**20**

(Signature) **GEO W HOADLEY**

(Title) **Field Assistant.**

In Charge of Negotiations.

Approved:

L M LAWSON

Project Manager.

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made **the 29th of July** 19 **20**, with
James Webb Russell and Ina Russell, husband and wife,
for the purchase of land required for **middle drain**
purposes, **Rio Grande** Project, **El Paso**
County, **Texas.**

1. State description and *approximate area* of land to be conveyed. **1.33 acres in SW $\frac{1}{4}$ of NW $\frac{1}{4}$ 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.

Land is part of Yaleta Town Grant, and is not founded on U. S. patent. No United States public land in 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.

James Webb Russell and Ina Russell, husband and wife, of Yaleta, 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 lessees.

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

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