

Sold to J.W. Moore
Chamberlain

QUITCLAIM DEED

COLONIAL TRUST CO. OF NEW MEXICO

THIS INDENTURE, made the 9th day of September, in the year of our Lord, one thousand nine hundred and twenty nine, between David J. Woodward and Marnie Woodward, his wife parties of the first part, and the United States of America, party of the second part, in pursuance of the provisions of the act of June 17, 1902 (32 Stat. 368), and acts amendatory thereof and supplementary thereto.

WITNESSETH: That the part is of the first part, for and in consideration of the allowance of credits in the sum of Sum of \$100.00 Dollars (\$ 100⁰⁰) upon the construction charge assessments of the Elephant Butte Irrigation District against lands of the said part is of the first part, pursuant to contract of December 20, 1929, between the said District and the United States, do by these premises demise, release, and forever quitclaim unto the said party of the second part, and to its successors and assigns, all that certain lot, piece, or parcel of land situated in the County of Dona Ana, and State of New Mexico, and bounded and particularly described as follows, to-wit:

A tract of land lying and situate in Dona Ana County, New Mexico and in the Southeast quarter Southeast quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) Section eighteen (18), Township twenty-six (26) South, Range three (3) East, N.M.P.M., Bureau of Reclamation Survey; being also within the Refugio Colony Grant and tract numbered 1705 as shown on Dona Ana County, New Mexico, Flat Book; more particularly described as follows:

Beginning at a point on the easterly property line of the land of the grantors and from which point the Northwest Corner Section eighteen (18), Township twenty-six (26) South, Range three (3) East, N.M.P.M. bears North forty-five degrees (45°) seventeen minutes (17') twenty seconds (20") West six thousand four hundred forty-nine and three tenths (6449.3) feet; thence South eighteen degrees (18°) forty-six minutes (46') East, along said easterly property line one hundred thirty-four and no tenths (134.0) feet to a point, the Southeast Corner of the land of the grantors; thence South fifty-seven degrees (57°) sixteen minutes (16') West, along the southerly property line of the land of the grantors, seventy-seven and three tenths (77.3) feet to a point from which the Southwest Corner Section eighteen (18), Township twenty-six (26) South, Range three (3) East, N.M.P.M. bears South eighty-five degrees (85°) thirty-eight minutes (38') fifty seconds (50") West four thousand five hundred sixty-eight and three tenths (4568.3) feet; thence North seven degrees (7°) twenty-four minutes (24') East one hundred seventy and one tenth (170.1) feet to the place of beginning. Said tract containing one tenth (0.1) acre, more or less. All as shown on plat attached hereto and made a part hereof.

Correct as to Engr. Data
S.W.H.

together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

To Have and to Hold, all and singular the said premises, together with all the appurtenances, unto the said party of the second part, and unto its successors and assigns, forever.

IN WITNESS WHEREOF, The said part is of the first part have hereunto set their hands and seal s the day and year first above written.

Signed, sealed, and delivered in the presence of—
David J. Woodward [L. S.]
Marnie Woodward [L. S.]
[L. S.]

STATE OF NEW MEXICO }
COUNTY OF DONA ANA } ss:

On this 9th day of Sept, 1939, before me personally appeared David J. + Maurie Woodward
to me known to be the person described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

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

[Signature]
Notary Public in and for Dona Ana County.

My commission expires My Commission Expires April 7, 1940

PARTIAL RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS, That the undersigned owner(s) and holder(s) of that certain mortgage dated June 28, 1937, and recorded at Page 615, Book 56,
Mortgages Records of Dona Ana County, New Mexico, has released and does hereby release the said Mortgage insofar as the same pertains to the parcel or tract of land described in the above and foregoing quitclaim deed, and authorize said lien to be released and satisfied of record to that extent, provided, however, that said Mortgage shall in all other respects remain in full force and effect.

WITNESS (my, our) hand(s) and seal(s) this 25 day of September, 1939
J. Lee Bauer

STATE OF NEW MEXICO }
COUNTY OF DONA ANA } ss:

On this _____ day of _____, 19____, before me appeared _____
to me personally known, who being by me duly sworn did say that he is the _____
of _____
(Such as president or other officer)
(Here describe the corporation)
and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors and said _____
acknowledges said instrument to be the free act and deed of said corporation.

My commission expires _____

Notary Public in and for Dona Ana County.

STATE OF NEW MEXICO }
COUNTY OF ~~DONA ANA~~ } ss:

On this 22 day of September, 1939, before me personally appeared J. Lee Bauer

to me known to be the person - described in and who executed the foregoing partial release of lien
and acknowledged that he executed the same as his free act and deed.
(Quitclaim deed or partial release of lien)

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

[Signature]
Notary Public in and for ~~Dona Ana~~ County. El Paso

My commission expires May 31 - 1941

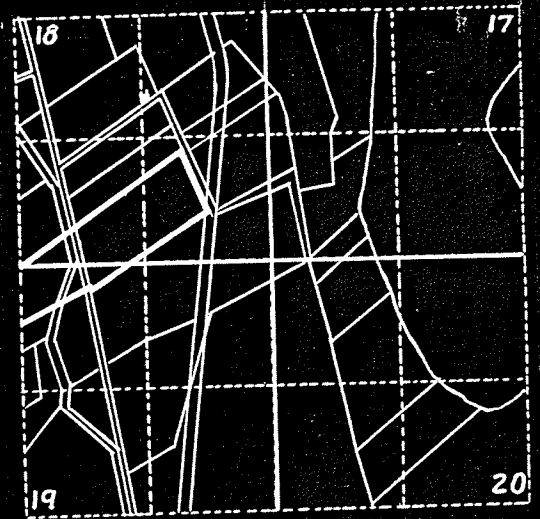
STATE OF NEW MEXICO }
COUNTY OF DONA ANA } ss:

I hereby certify that this instrument was filed for record on the _____ day of _____
A. D. 19____, 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.

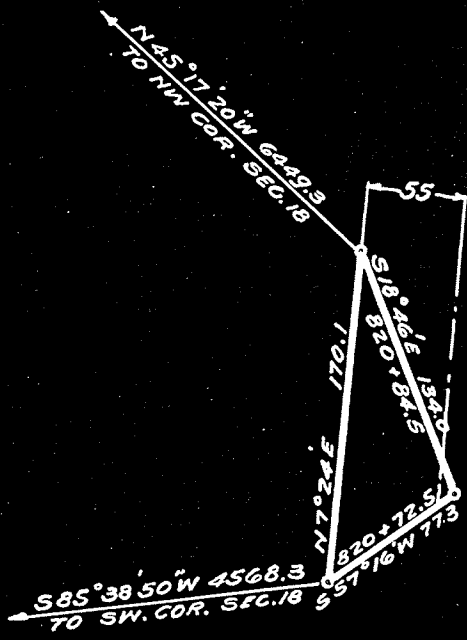
Deputy.

SCALE: 1" = 2000'



LOCATION PLAT
S. 18 T. 26S. R. 3E N.M.P.M.
U.S.A.S. SURVEY
DONA ANA COUNTY N.MEX.
REFUGIO COLONY GRANT
COUNTY PLAT NO 1705

Right of Way 0.10 ACRES



SCALE: 1" = 100 FT.

DEPARTMENT OF THE INTERIOR.
UNITED STATES RECLAMATION SERVICE.
RIO GRANDE PROJECT- NEW MEXICO- TEXAS
MESILLA-VALLEY-DRAINAGE
NEMEXAS-DRAIN
RIGHT OF WAY

FIELD WORK: HANLEY. CHECKED: G.W.H.
DRAWN: [Signature] APPROVED: [Signature]

1108-L-17 EL PASO, TEX., 12/31

Constructed: Jan. 1920.

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No. 18615

Reception Recorded Compared In
State of New Mexico, County of Dona Ana: ss
Filed for record in my office

OCT 9 1939

at 10³⁰ o'clock A.M. and duly recorded in
Book No. 250 of Book Page 111
records of Dona Ana County, New Mexico
S. L. APODACA, Co. Clerk, Dona Ana Co., N.M.
By _____ Deputy

DEPARTMENT OF THE INTERIOR

TRANSFER CASE

Bureau of Reclamation

430
RIO GRANDE

El Paso, Texas October 2, 1939

From Superintendent

To District Counsel

Subject Acquisition of land utilized for drains - Deed under contract dated December 20, 1929, between the Elephant Butte Irrigation District and the United States - Rio Grande Project.

1. For your consideration, there is transmitted herewith, a deed dated Sept. 9, 1939, from David I Woodward, et ux Mamie conveying 0.10 acres of land, in Sec. 18, Twp. 26S, Range 3 E Dona Ana County, Plat No. 1705, Right of Way Plat No. 16B, Nemexas Drain, together with certificate of officials of the Elephant Butte Irrigation District dated Sept. 9, 1939, under the provisions of contract dated December 20, 1929, between said District and the United States.

L R Fieck *L R Fieck*
Superintendent

To Superintendent

El Paso, Tex OCT 2 1939

The above described deed appears on its face to be in satisfactory form and to be properly executed. The certificate of the officials of the Elephant Butte Irrigation District as to title is properly executed and based thereon, in accordance with the provisions of the above mentioned contract, the deed and certificate are approved as to form and legal sufficiency and the deed may be recorded and the original thereof transmitted to the Washington office in the usual manner and credit may be extended to the District in the amount stated in said certificate in accordance with provisions of the above mentioned contract.

H J S Davison
H J S Davison
District Counsel

To the Commissioner

El Paso, Tex JAN 29 1940

The deed above described has been accepted and recorded. The original executed deed and certificate are transmitted herewith to the Washington office for filing.

L R Fieck
Superintendent

CC - Chief Engineer
with enclosure

Conveyed to
Elephant Butte
RMR

ELEPHANT BUTTE IRRIGATION DISTRICT

Las Cruces, New Mexico

September 9, 1939CERTIFICATE TO ACCOMPANY QUIT CLAIM DEED

1. Reference is made to the accompanying quit claim deed from David I. Woodward and Mamie Woodward, his wife conveying 0.10 acres of land in Section 18, Township 26 S, Range 3 E, to The United States for drain right-of-way, and on account of which the District has fixed credit on assessments to be allowed the said grantor in the total sum of \$ 7.00, of which amount a credit of \$ _____ has already been allowed by the District to the said landowner on assessments for the year _____, pursuant to contract between the District and The United States dated December 20, 1929.

2. It is certified from investigation made, that the grantor(s) named in the said deed appear(s) to be the owner(s) and in possession of the land described in said deed and that said land was at the time of said conveyance free from tax liens and other recorded liens and encumbrances.

ELEPHANT BUTTE IRRIGATION DISTRICT

By

Arthur Starr
President

ATTEST:

Joseph R. Lewis
Secretary
(SEAL)