

180

MOON, W.

QUITCLAIM DEED

NORTHSIDE LATERAL

151

0023-0086-0011-00

14-(11) Texas

484

THE STATE OF TEXAS }
COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS: THAT

I, Wm. Moon,

of the County of El Paso, State of Texas, for and in consideration of the sum of One and No/100 (\$1.00) DOLLARS,

to me 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 and supplementary thereto

of the County of El Paso, State of Texas, the receipt whereof is hereby acknowledged, do by these presents Bargain, Sell, Release and Forever Quit-Claim, unto the said

THE UNITED STATES OF AMERICA, its

and assigns all my right, title and interest in and unto that tract or parcel of land lying in the County of El Paso, and State of Texas, described as follows; to-wit:

A tract of land in the northeast quarter of the northwest quarter, Section nineteen (19), Township thirty-two (32) South, Range seven (7) East, United States Reclamation Service Survey, and in Survey No. 168 of the Socorro Grant, and more particularly described as follows: Beginning at a point on the property line between land of Grantor herein and J. Olguin, being the east boundary of said Survey No. 168, from which point the northwest corner of said section 19 bears North 70° 57' 30" west, one thousand nine hundred twenty-seven and four tenths (1927.4) feet; thence South 39° 15' West, two hundred twelve and eight tenths (212.8) feet; thence south 27° 26' east, two hundred fourteen and four tenths (214.4) feet to the boundary between surveys Nos. 168 and 169 of the Socorro Grant, being the property line between land of the Vendor herein and E. C. Hendrix; thence along said boundary or property line south 62° 45' west, fifty and four tenths (50.4) feet to the east boundary of the right of way of County Road; thence along said boundary North 27° 26' west, two hundred fifty-eight and one tenth (258.1) feet; thence North 39° 15' East, two hundred sixty-nine and four tenths (269.4) feet to the property line between land of Grantor herein and said J. Olguin; thence along said property line South 26° 0' East, sixty-six and one tenth (66.1) feet to the point of beginning; said tract of land containing sixty-one hundredths (0.61) of an acre, more or less.

TO HAVE AND TO HOLD all my right, title, interest, estate and claim in and to the said premises, together with all and singular, the rights, privileges and appurtenances to the same in any manner belonging, unto the said the UNITED STATES OF AMERICA, its

and assigns forever.

WITNESS my hand this 8 day of August A. D. 19 19

Witness at Request of Grantor:

Wm. Moon

QUIT-CLAIM DEED

SINGLE AND WIFE'S SEPARATE

ACKNOWLEDGMENTS

TO

Filed for record, this

day of 19, at

o'clock and minutes M.

Clerk.

By

Deputy.

ELLIS BROS. PRINTING CO., EL PASO

THE STATE OF TEXAS, }

County of ~~El Paso~~ ^{Hueces}

Before me, Gilbert McGlain, County Clerk in and for Hueces County, Texas, on this day personally appeared Wm. Moon

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 8 day of August, A. D. 19 19 Gilbert McGlain, Clerk County Court Hueces Co.

By Euriel George, Dep.

THE STATE OF TEXAS, }

County of EL PASO.

Before me, 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 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. 19

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. 19 with its certificate of authentication, was filed for record in my office this day of A. D. 19, at o'clock M. and duly recorded the day of A. D. 19, at o'clock M. in the records of said County, in Volume 209 on Pages 431

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.

Clerk County Court, El Paso County, Texas.

By Deputy.

AGREEMENT TO SELL

7-276

UNITED STATES.

TO

Wm. Brown

COUNTY OF

ss:

I hereby certify that this instrument was filed

for record at my office at o'clock M.,

191....., and is duly

recorded in Book Page No.

By

Fees, \$

AFFIDAVIT OF DISINTERESTEDNESS.

STATE OF
COUNTY OF } ss:

I do solemnly swear (or affirm) that the copy of contract hereto annexed is an exact copy of a contract executed by me, personally, with that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or advantage corruptly to the said or any other person or persons; and that the papers accompanying include all those relating to the said contract, as required by the statute in such case made and provided.

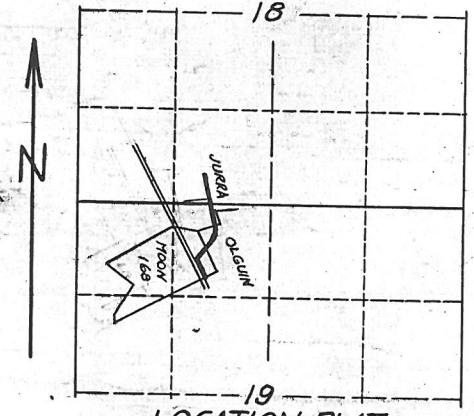
..... Engineer, U. S. R. S.

Subscribed and sworn to before me at

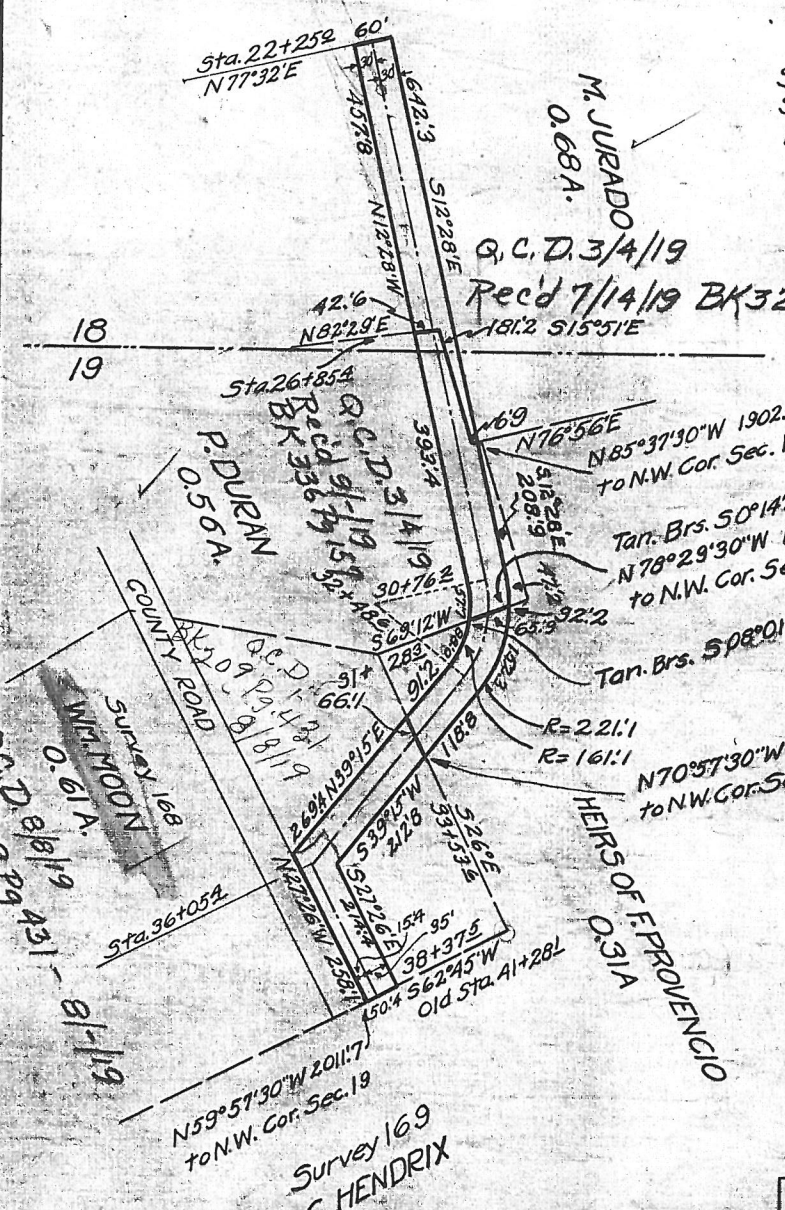
[OFFICIAL SEAL] this day of A. D., 191..... My commission expires

NOTE.—Execute this affidavit only on the copy for the Returns Office, not on original.

EL PASO TEXAS
MAY 5 - 1919
U. S. DEPARTMENT OF THE INTERIOR



LOCATION PLAT
 SEC. 18 & 19, T. 32 S. R. 7 E., U.S.R.S.
 SURVEY, AND SOCORRO GRANT,
 EL PASO COUNTY, TEXAS.



Rec'd BK 209
 Q.C.D. 8/8/19
 P. DURAN
 O. 61 A.
 Survey 168
 COUNTY ROAD
 W. MOON
 Survey 168

M. JURADO
 0.68 A.
 Q.C.D. 3/4/19
 Rec'd 7/14/19 BK 322 Pg 520
 181.2 S15°51'E

HEIRS OF F. PROVENCIO
 O. 61 A
 R=221.1
 R=161.1
 N70°37'30"W 1927.4
 to N.W. Cor. Sec. 19

Survey 169
 E. C. HENDRIX

Scale 1" = 300'

DEPARTMENT OF THE INTERIOR	
UNITED STATES RECLAMATION SERVICE	
RIO GRANDE PROJ. N.M. TEX.	
EL PASO VALLEY	
NORTH SIDE LATERAL RIGHT OF WAY	
DRAWN R.A.D.	RECOMMENDED
CHECKED A.O.D.	APPROVED
1566 L43	EL PASO, TEX., FEB. 19.

Note:
 Curve lengths based
 on 25' chord lengths.

November 14, 1919.

Acting Chief of Construction,

Project Manager, El Paso, Texas.

Contract dated August 8, 1919, with Wm. Moon, for purchase of right of way, North Side Lateral - Rio Grande Project.

1. The contract was received in this office with your form letter of November 6, 1919, and will be transmitted to the Director for approval, for the reason that no copy of the deed was filed in the Denver office pursuant to instructions in letter dated September 18, 1919, from Assistant to the Director to District Counsel, El Paso, copy to this office.

2. It is observed that Article 1 of the contract gives the area as .61 acre, more or less, whereas the certificate of necessity gives the area as a fraction over .5 of an acre.

3. It is also observed that Article 5 of the contract states the consideration as \$61.00, and the certificate of necessity states that the consideration to be paid is \$76.00.

4. The word intended for "containing", required at the end of line 7 of Article 2 of the contract, was not completed, and has been so completed in this office on the four copies transmitted.

5. Kindly forward to this office as soon as practicable a statement in duplicate covering the apparent discrepancies as to area and amount involved.

- - - - -
CHAS. P. WILLIAMS.

CC - Director, Washington.
D.C., El Paso, Texas. ✓

El Paso, Tex. Nov. 17, 1919.

Project Manager

Chief of Construction, Denver, Colo.

Contract dated August 8, 1919 with Wm. Moon, for purchase of right of way, North Side Lateral - Rio Grande Project.

1. Receipt is acknowledged of letter of Nov. 14th from Acting Chief of Construction.
2. In answer to paragraph 2 of the above letter, you are advised that while .61 acre of land was donated and is described in the deed, improvements upon a fraction over .50 acre only were paid for, for the reason that the improvements upon the balance of the area conveyed to the United States were negligible.
3. In answer to paragraph 3, you are advised that the consideration to be paid is correctly stated at \$61.00 and the certificate of approval should contain this amount and not \$76.00. It is requested that the amount be changed to \$61.00.

- - -

L. M. Lawson

CC - Director
D. C. El Paso

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

~~El Paso, Texas,~~ ^{NOV 6 - 1919}, 1919

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

Subject: Forwarding contract for approval.

Agreement dated **August 8, 1919** **Rio Grande** Project

Executed on behalf of U. S. by **L. M. Lawson, Project Manager**

With **Wm. Moon**
Estimated amount involved, \$ **61.00** Authority No. **5G-2**
or clearing acct.

~~Accompanied by bond and two copies~~
(Strike out if no bond transmitted.)

Purpose: **Purchase of right of way for North Side Lateral**
(See instructions on back.)

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

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

at **El Paso, Texas** of the approval of the above
encs: Orig. & **3** copies contract
" **1** " Certificate of approval
2 Blueprints **L. M. Lawson,**
Project Manager.

Denver, Colo., **Nov. 14, 1919**

It is recommended that the above-described contract be approved.

Inclosures: **OHAS. P. WILLIAMS.**
Orig. & 3 copies form letter
" " **2** " contract
" cert. of necessity / Copy of letter **Acting** Chief of Construction.
1 Blueprint, 1566 L 43 dated 11/14/19 from
(SEE STATEMENT ON REVERSE) A.C. of C. to P.M.

Washington, D. C., **NOV 25 1919**

Contract (and bond, if any,) was approved by **Ottomar Hansen**
Acting Director
on **NOV 25 1919**
NOV 18 '19 4665

AUG 28 1919

Assistant to the Director

Project Manager, El Paso.

Contract of May 1, 1919, with William Moon, for land purchase -
Rio Grande Project.

1. Your letter of August 12, 1919, states, for reasons set forth therein, that it is considered advisable to substitute for the existing contract of May 1, 1919, for land purchase, a donation deed from the contractor and a contract for purchase of improvements, and recommends that the contract of May 1, 1919, be canceled.

2. In accordance with ^{such} ~~said~~ recommendation, you are hereby authorized to cancel said contract.

Maxwell Brier

Copy to C. of C.
P.M., El Paso.

El Paso, Texas, August 12, 1919.

County Clerk for El Paso County.

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is quitclaim deed dated August 8, 1919, running from Wm. Moon to the United States.

Very truly yours,

O F HARVEY

Assistant District Counsel.

incl.

El Paso, Texas, August 12, 1919.

From Project Manager

To Director and Chief Engineer, Washington.

Subject: Contract dated May 1, 1919, with Wm. Moon, for purchase of land - Rio Grande project.

1. The above described contract carries a consideration of \$76, fixed with the understanding that contractor should pay for title guaranty costing \$15, and also that contractor had an abstract of title that could be loaned to title company for use in issuing the title certificate. Contractor has lost the abstract of title and a new one would cost, we are advised by District Counsel, approximately \$45. We are also advised by District Counsel that a careful examination has been made of the title in Wm. Moon, and the same found to be in satisfactory condition.

2. In view of the relative amounts involved, a donation deed has been obtained from contractor and is now in the possession of this office. Later a contract will be made to settle for improvements on the land in the amount of \$61, or \$15 less than the original contract.

3. The above procedure to be carried out upon cancellation of the contract of May 1, 1919, and the recommendation is here made that said contract be cancelled.

L M LAWSON

Copy to C.C.
D.C. El Paso.

DEPARTMENT OF THE INTERIOR UNITED STATES RECLAMATION SERVICE

Rio Grande PROJECT New Mexico-Texas

THIS AGREEMENT, Made this the 8th day of August,

nineteen hundred and nineteen, in pursuance of the act of June 17, 1902 (32 Stat., 388), and acts amendatory thereof and supplementary thereto, between THE UNITED STATES OF AMERICA, by L. M. Lawson, Project Manager, United States Reclamation Service, thereunto duly authorized and subject to the approval of the proper supervisory officer, and Wm. Moon

hereinafter styled Contractor, his heirs, executors, administrators, successors, and assigns,

WITNESSETH, The parties covenant and agree that:

~~1. The Contractor~~

2. WHEREAS, Under even date herewith a quitclaim deed was executed by the contractor herein, releasing and quit-claiming to the United States of America for Canal right of way for the Rio Grande project, a certain tract of land in the Northeast Quarter of the Northwest Quarter, Sec. 19, Township 32 South, Range 7 East, United States Reclamation Service survey, and in survey No. 168 of the Socorro Grant, in the County of El Paso, State of Texas, containing sixty-one hundredths (0.61) acre, more or less.

3. WHEREAS, the United States desires immediate possession of the land herein described for use in the construction of the North Side Lateral; and,

4. WHEREAS, the contractor is the owner of the improvements on said described land:

5. NOW, THEREFORE, in consideration of the sum of Sixty-one and no/100 (\$61.00)-----Dollars, the value of said improvements, to the contractor in hand paid by the United States, the receipt whereof is hereby acknowledged, the contractor hereby waives and releases the United States from any and all claims of whatever nature by reason of the damage that the contractor has suffered or may hereafter suffer as a result of the operations of the United States Reclamation Service on said tract of land as described in the quitclaim deed herein referred to.

6. It is understood and agreed that the United States, its agents, officers, and employees shall at all times have the right to go upon said described land for the purpose of surveying, constructing,

Correct as to Engineering Data A.O.D.

repairing, operating and maintaining said North Side Lateral and other operations of the Reclamation Service incident thereto and any cause arising from damage to crops or other improvements thereon belonging to the contractor that may result in consequence of such entry is hereby waived by the contractor as hereinabove provided.

7. The contractor expressly warrants that he has employed no third person to solicit or obtain this contract in his behalf, or to cause or to procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has 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 him hereunder; and that he has not, in estimating the contract price demanded by him, included any sum by reason of such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees 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 contractor in the regular course of his 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.

~~Where the operations of this contract extend beyond the current fiscal year it is understood that the contract is made contingent upon Congress making the necessary appropriation for expenditures thereunder after such current year has expired. In case such appropriation as may be necessary to carry out this contract is not made, the contractor hereby releases the United States from all liability due to the failure of Congress to make such appropriation.~~

~~For and in consideration of the faithful performance of this contract, the contractor shall be paid~~

No interest in this agreement shall be transferred by the contractor to any other party, and any such transfer shall cause annulment of the contract so far as the United States is concerned; all rights of action, however, for breach of this contract are reserved to the United States, as provided by section 3737, Revised Statutes of the United States.

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. L., 1109).

It is further stipulated and agreed that in the performance of this contract, no persons shall be employed who are undergoing sentences of imprisonment at hard labor, which have been imposed by courts of the several States or Territories or municipalities having criminal jurisdiction.

IN WITNESS WHEREOF, The parties have hereto signed their names the day and year first above written.

THE UNITED STATES OF AMERICA,

By L. M. Lawson
Project Manager, U. S. R. S.

Wm. Moon
Contractor.

P. O. Address Rockport, Texas, Box 423.

Approved:

Chief of Construction.

(Date) _____, 19____

~~The approval of the Chief of Construction is not required if he executes the contract in person.~~

AFFIDAVIT OF DISINTERESTEDNESS.

STATE OF _____

COUNTY OF _____

ss: _____

I do solemnly swear (or affirm) that the copy of contract hereto annexed is an exact copy of contract made by me personally with _____; that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or advantage corruptly to the said _____ or any other person; and that the papers accompanying include all those relating to the said contract, as required by the statute in such case made and provided.

_____, U. S. R. S.

Subscribed and sworn to before me at _____

[OFFICIAL SEAL] this _____ day of _____, A. D. 19____. My commission expires _____

Note.—Execute this affidavit only on the copy for the Returns Office; not on original.

CERTIFICATE

I HEREBY CERTIFY that the rights and property described in the agreement dated August 8, 1919, with Wm. Moon are required for purposes authorized by the Act of June 17, 1902 (32 Stat. 388), namely, as right of way for the North Side Lateral, a part of the Rio Grande Project; that the consideration to be paid there-
under ^{61.60} ~~\$76.00~~ (this amount being derived by reason of the damage to improvements upon a fraction over 0.50 acre, valued at \$150.00 per acre), is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

L. M. Lawson,
Project Manager

El Paso, Texas,

August 1919.

CERTIFICATE

I HEREBY CERTIFY, With reference to the following described land:

A tract of land in the northeast quarter of the northwest quarter, Section 19, Township 32 South, Range 7 East, United States Reclamation Service Survey, and in Survey No. 168 of the Socorro Grant, said tract of land containing sixty-one hundredths (0.61) acre, more or less, in El Paso County, Texas, more particularly described in quitclaim deed dated August 8, 1919, running from Wm. Moon to the United States of America.

That the tax records of said county indicate Wm. Moon the reputed owner, to be the actual owner; that the land is not homestead property; that there are no unsatisfied mortgages or other liens existing against said land; and that the land is not occupied adversely to the reputed owner.

C. F. Harvey
Asst. District Counsel.

El Paso, Texas.
August 1919.

El Paso, Texas.
July 28, 1919.

Mr. Wm. Moon,
Box 423,
Rockport, Texas.

Dear Sir:-

With reference had to our correspondence of last month wherein we endeavored to secure your abstract of title covering the land taken for North Side lateral. This transaction involves a payment of over \$76.00 and we think it is more to your advantage if we complete the matter in a somewhat different way, as follows:

You understand that we wish^{ed} the loan of your abstract in order that the abstract might be used by the title guaranty company in issuing their certificate, the abstract to be returned to you, but under the terms of your contract, you were to pay for the title guarantee, which would cost \$15.00. If you will sign the enclosed donation deed and also the enclosed contract, we will have the deed recorded at our expense and as soon as this is done, the contract will receive approval and we can at once pay you the amount due thereunder without further examination of your title and without even procuring title guarantee. As no deduction would be made under this form of agreement, we have accordingly reduced the amount to be paid to you to \$61.00, which is \$15.00 less than the \$76.00 carried in the contract you have already signed.

We assure you that this is a much better method of accomplishing these transactions where small amounts are involved and this office would in the first place have recommended that the matter be put through upon donation deed and contract as here presented, if we had not inadvertently overlooked the possibilities of the case when it first came up.

Very truly yours,
C. F. Harvey,

encls.

Asst. District Counsel.

El Paso, Texas, June 24, 1919.

Mr. William Moon,
Box 423,
Rockport, Texas.

Dear Sir:

We have your letter of the 21st and note what you say in reference to the present custody of the abstract of title. It would probably take as long to secure the former abstract from the Treasury Department in Washington, where it is now filed, as to wait upon your delivery of the one you have which is at your place in Socorro. Is it not possible that some one could undertake to get this abstract from among your belongings and deliver it to us? Otherwise we have no suggestion, except to wait until you can attend to the matter personally.

Very truly yours,

C F HARVEY

Assistant District Counsel.

SAN ANTONIO AND ARANSAS PASS RAILWAY COMPANY

Rockport Texas June 21st 1919

Mr C. F. Harvey

Asst Dist Counsel

Dear Sir

El Paso Texas

Replying to your next letter.

I would gladly loan you the Abstract and
 Deeds of Survey 168 Socorro Township but
 they are in at present at our Ranch House
 in Socorro. My Place is leased for this
 year and we are living in Rockport for
 the summer and my wife will not go back
 to Socorro until Sept 1st so that she
 can not get them and turn into your
 office before that time but she will do
 so as soon as she gets home.

In regard to the Survey {168} you already
 have a guarantee of title as I recd a strip
 of Land out of this Survey {168} along both
 sides of the Old San Elizaris ditch when the
 Reclamation Service were widening same. We
 readily can give you the date etc.
 Perhaps the other Abstract & title will apply
 in this case just as well as its the same
 piece of Land in Survey #168 Socorro Township

P.S. I have owned your very fine property
 this land since 1886 and State Co
 Taxes have always been paid up
 promptly title is perfectly clear now

Rockport-

Box 443 Tex

El Paso, Texas,
June 18, 1919.

Mr. Wm. Moon,
P. O. Box 423,
Rockport, Texas.

Dear Sir:

We have your note on our letter of June 11th saying to furnish the guarantee title as agreed by the Project Office.

This we are going to do, but as stated in our letter of June 11th we wish to have the loan of your abstract of title in order that the abstract may be used by the company that is to issue the title guaranty. The abstract and the guaranty certificate are two entirely different documents and we assume that you have an abstract of title in your possession which you can mail to us and which, as stated in our former letter, will be receipted for and returned to you as soon as the title certificate issues.

Yours very truly,

CFHarvey

Asst. Dist. Counsel.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

OFFICE OF
DISTRICT COUNSEL

El Paso, Texas,
June 11, 1919.

Mr. Wm. Moon,
Box 423,
Rockport, Texas.

Dear Sir:

We have received approval of contract dated May 1, 1919, for purchase of 0.61 acre of land in Survey 168 of the Socorro Grant.

Before recording this contract we desire to secure your abstract of title in order that it may be used by the Title Guaranty Company in getting out their certificate for this transfer. The abstract will be properly receipted for and returned to you as soon as the title certificate issues.

Please send us your abstract at once as it is impossible for us to proceed with the transaction until we receive it.

Yours very truly,

C. F. Harvey
Asst. Dist. Counsel.

*Mr. C. F. Harvey
Dear Sir
Kindly furnish guarantee of title as in other Project being agreed on with your Moon
El Paso Tex
Rockport Tex*

POSSESSORY CERTIFICATE

Rio Grande project,
El Paso, Texas, May 16, 1919.

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 Wm. Moon, in NE $\frac{1}{4}$ NW $\frac{1}{4}$ Sec. 19, T. 32 S., R. 7 E., U.S.R.S. Survey, 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.

THIS AGREEMENT, made the first day of May nineteen hundred and nineteen, between Wm. Moon

and his wife, of Aransas

County, Texas, for himself, his heirs, legal representatives, 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.

A tract of land in the northeast quarter of the northwest quarter, Section Nineteen (19), Township Thirty-two (32) South, Range Seven (7) East, United States Reclamation Service survey, and in survey No. 168 of the Socorro Grant, and more particularly described as follows: Beginning at a point on the property line between land of Vendor herein and J. Olguin, being the east boundary of said survey No. 168, from which point the northwest corner of said section 19 bears North 70°57'30" west, one thousand nine hundred twenty-seven & four tenths (1927.4) feet; thence South 39°15' West, two hundred twelve and eight tenths (212.8) feet; thence south 27°26' east, two hundred fourteen and four tenths (214.4) feet to the boundary between surveys No.'s. 168 and 169 of the Socorro Grant, being the property line between land of Vendor herein and E. C. Hendrix; thence along said boundary or property line South 62°45' West, fifty and four tenths (50.4) feet to the east boundary of the right of way of County Road; thence along said boundary North 27°26' West, two hundred fifty-eight and one tenth (258.1) feet; thence North 39°15' East, two hundred sixty-nine and four tenths (269.4) feet to the property line between land of Vendor herein and said J. Olguin; thence along said property line South 26°0' East, sixty-six and one tenth (66.1) feet to the point of beginning; said tract of land containing sixty-one hundredths (0.61) of an acre, more or less.

agent or employee of the Government shall be deemed to be acting in the interest of the Government. No liability shall be incurred by the Government in respect to any information or data furnished hereunder, whether such information or data be furnished in confidence or otherwise, and whether or not such information or data be classified as secret, confidential or otherwise, as provided in section 110 of the Act of Congress approved March 1909 (35 Stat. 1103).

The vendor expressly warrants that he has employed no third person to solicit or obtain this contract in his behalf, or to cause or to procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that he has 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 him hereunder; and that he has not, in estimating the contract price demanded by him, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to him hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. He further agrees 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 thru a bona fide commercial representative employed by the vendor in the regular course of his 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 thru established commercial or selling agents or agencies regularly engaged in selling such goods.

1. Mailing address of each party _____

Wm. Moon, Rockport, Texas

Personal status of each party (married, single, widow, or widower);

Married - Not Homestead

2. List of improvements (state, as by itemized bill, how total consideration was fixed); _____

No improvements in possession since 1885-86

3. Interest held by each party joined in contract other than owner or wife of owner, as "Joint ownership", "Lessee", or "Lienor", and if lienor, state such facts as may be gathered from owner as to date, amount, and quality of encumbrance; _____

No mortgage or liens

4. Survey number of tract (if not embodied in land description); _____

168

_____ . 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:

5. Grantor will order title guaranty.

✓ Grantor agrees that Service may order title guaranty and make proper deduction therefor.

Grantor agrees that Service may order abstract of title and make deduction therefor.

Grantor will order abstract of title.

✓ 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 at once.

Grantor states that land is now encumbered (as per item No. 3) and will at once take steps to remove the encumbrance.

Grantor states that the land is now encumbered (as per item No. 3), and wishes Service to pay off encumbrance and make proper deduction therefor. (In case this is to be done grantor will have to consult personally with the lienor).

6. Cost of structures to be built by Service.

CANAL North Side ^{at} COUNTY El Paso

1. Mailing address of each party Wm Moon
Box 423 Rockport, Texas

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): _____

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

No Liens, Taxes Paid

5. Survey number of tract (if not embodied in land description): 168

Secours. If not 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: _____

6. Grantor will order title guaranty.
X Grantor agrees that Service may order title guaranty and make proper 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 at once.
Grantor states that land is now encumbered (as per item No. 3) and will at once take steps to remove the encumbrance.
Grantor states that land is now encumbered (as per item No. 3) and wishes Service to pay off encumbrance and make proper deduction therefor. (In case this is to be done grantor will have to consult personally with the lienor).

7. Cost of structures to be built by Service. None