

280

EARL, E. W. WARRANTY DEED

180 RIVER DRAIN

0023-08

PP - 6061-00

14-(61) Texas

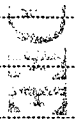
71

County of El Paso.

That I, E. W. Earl, not joined by my wife for the reason that the property hereinafter described and conveyed forms no part of my homestead,

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

~~Seventy-five and no/100~~ DOLLARS,



to me in hand paid by THE UNITED STATES OF AMERICA, pursuant to the act of June 30, 1902 (32 Stat. 388), and acts amendatory thereof and supplemental thereto.

the receipt of which is hereby acknowledged

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

The United States of America,

of the County of El Paso and State of Texas, all that certain tract or parcel of land, lying in the County of El Paso and State of Texas and more particularly described as follows, to-wit:

A tract of land approximately one (1) mile southwest of Socorro, El Paso County Texas, in the West half of the Northwest quarter (NW 1/4) of the Southwest quarter (SW 1/4) of section Nineteen (19) Township thirty-two (32) South, Range Seven (7) East, Bureau of Reclamation survey, being also in the Socorro Grant and more particularly described as follows:

Beginning at a point on the northwesterly line of the grantor and the most northerly corner of the tract herein described and from which point the northwest corner of said Section Nineteen (19) bears North Six (6) degrees, fifty-eight (58) minutes West, three thousand eight (3008) feet; thence South thirteen (13) degrees, fifty-one (51) minutes East, two hundred ninety-nine and four-tenths (299.4) feet; thence South fifty-eight (58) degrees, twenty-six (26) minutes West, one hundred twenty-six and five-tenths (126.5) feet to a point from which the Southwest corner of said section Nineteen (19) bears south nine (9) degrees, thirty-seven (37) minutes West, one thousand nine hundred sixty-five (1965) feet; thence North thirteen (13) degrees, fifty-one (51) minutes East, two hundred ninety-eight and six tenths (298.6) feet; thence North fifty-eight (58) degrees, six (6) minutes East, one hundred twenty-six and eight-tenths (126.8) feet to the point of beginning; said tract of land containing eight hundred twenty-three thousandths (0.823) acres 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 myself 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 my hand at El Paso, Texas this 8th day of December, A. D. 1924.

E. W. Earl

Witnesses at Request of Grantor

Witness lines for the grantor, mostly blank.

Single Acknowledgment.

THE STATE OF TEXAS,  
COUNTY OF EL PASO.

BEFORE ME, the undersigned authority

in and for El Paso County, Texas,  
on this day personally appeared B. W. Earl

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 8th day of December A. D. 1926.

My Commission Expires

Gene Donahue,

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

192

Wife's Separate Acknowledgment.

THE STATE OF TEXAS,  
COUNTY OF EL PASO.

BEFORE ME,

in and for El Paso County, Texas,  
on this day personally appeared \_\_\_\_\_ wife of

known to me to be the person whose name is subscribed  
to the foregoing instrument, and having been examined by me privily and apart from her husband, and having  
the same by me fully explained to her, she, the said \_\_\_\_\_ acknowledged such  
instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and  
consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this \_\_\_\_\_ day of \_\_\_\_\_ A. D. 192\_\_\_\_\_

Certificate of Filing.

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 8  
day of Dec. A. D. 1926, with its certificate of authentication, was filed for record in my office  
this 18 day of Dec. A. D. 1926, at 9:38 o'clock a. M.  
and duly recorded the 29 day of December A. D. 1926, at 4:40 o'clock p. M.  
in the records of said County, in Volume 466 on Pages 364

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, County Clerk

Clerk, County Court, El Paso County, Texas.

A. A. Osborne,

By \_\_\_\_\_ Deputy.

TO

**WARRANTY DEED**

Single and Wife's Separate Acknowledgment

Filed for Record the

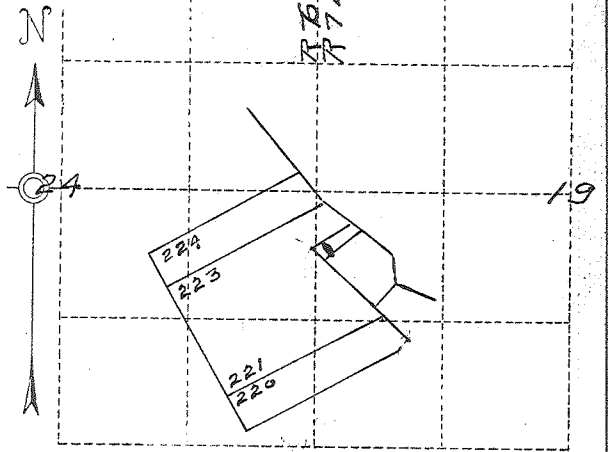
day of \_\_\_\_\_, 192\_\_\_\_, at

o'clock and \_\_\_\_\_ minutes \_\_\_\_\_ M.

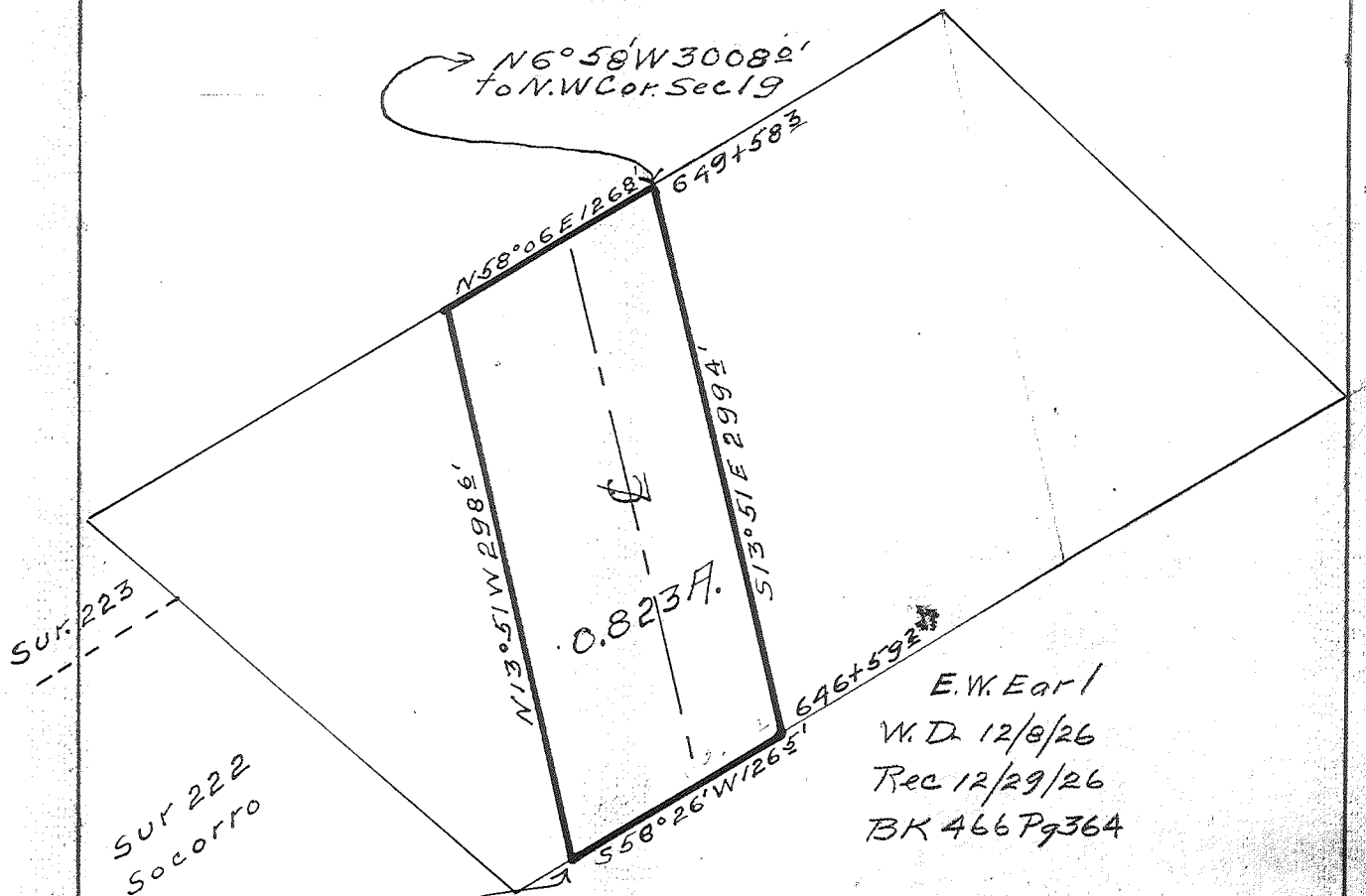
Clerk, County Court, El Paso County, Tex.

By \_\_\_\_\_ Deputy.

Scale: 1 inch = 2000 feet



Section 19, Township 32 S, Range 7 E



E.W. Earl  
 W.D. 12/8/26  
 Rec 12/29/26  
 BK 466 Pg 364

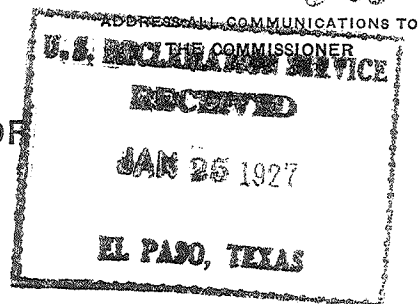
59°37'W 19652'  
 to S.W. cor. Sec. 19

1" = 100'  
 DEPARTMENT OF THE INTERIOR  
 UNITED STATES RECLAMATION SERVICE  
 RIO GRANDE PROJECT - NEW MEXICO - TEXAS  
 El Paso Valley  
 River Drain  
 RIGHT OF WAY  
 FIELD WORK: S.H.C. CHECKED:  
 DRAWN: G.W.H. APPROVED:  
 10271-50 EL PASO, TEXAS Nov 1926

Sec-26-19B

D11726N

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION  
WASHINGTON



OFFICE OF THE COMMISSIONER

January 21, 1927.

General Accounting Office,  
Claims Division,  
5th and F Sts., N. W.,  
Washington, D. C.

Gentlemen:

Under date of December 4, 1925, the United States entered into a contract with C. O. Coffin of El Paso, Texas, by which the contractor agreed to sell and the United States agreed to purchase a small tract of land required for right-of-way purposes for the Rio Grande Federal irrigation project, New Mexico-Texas. The United States agreed to pay the contractor the sum of \$75.00 for the property upon execution and delivery of appropriate warranty deed, but before the transaction could be fully consummated title to the tract in question was transferred from Mr. Coffin to E. W. Earl of El Paso, Texas, as evidenced by the inclosed statement, dated December 18, 1926, signed by Mr. Coffin.

Article 6 of the contract provides:-  
This agreement shall become effective to bind the United States to purchase said premises immediately upon its approval by the proper supervisory officer of the Reclamation Service, and shall terminate by limitation at the expiration of twelve months from its date, unless extended as above provided, and shall inure to the benefit of and be binding upon the heirs and assigns of the Vendor, and also the assigns of the United States.

The contract was executed on behalf of the United States on December 18, 1925 and was approved by the District Counsel as to form, execution and legal sufficiency on December 21, 1925. No further approval by a supervisory officer is required in connection with contracts of this nature and amount. Appropriate warranty deed conveying the

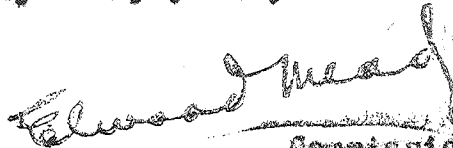
property to the United States was executed by Mr. Earl under date of December 8, 1926 and recorded in the records of El Paso County December 18, 1926.

Inclosed is voucher in favor of E. W. Earl for the amount (\$75.00) agreed to be paid for the land. Attached to the voucher are the following title papers, etc.:-

- (a) Original contract, dated December 4, 1925, with C. O. Coffin,
- (b) Report on land purchase contract, with blue print attached, showing tract of land to be conveyed,
- (c) Warranty deed, dated December 8, 1926, by which E. W. Earl conveys the property to the United States,
- (d) Certificate of title guarantee, dated December 18, 1926, by which the Pioneer Abstract and Guarantee Title Company of El Paso, Texas, guarantees that title is now vested in the United States,
- (e) Statement, dated December 18, 1926, by which C. O. Coffin waives all claim to any of the sale price specified in the land purchase contract,
- (f) District Counsel's opinion on title, dated December 30, 1926,
- (g) Certificate of Possession,
- (h) Certificate by project superintendent, that land is required for right-of-way purposes.

This claim has received administrative examination, is approved, and forwarded with the recommendation that payment be made from the Reclamation Fund - 41502.

Very truly yours,



Commissioner.

Incls. (9) #18440

CC to Chief Engineer, Bureau of Reclamation, Denver, Colo.  
to Superintendent, Bureau of Reclamation, El Paso, Texas,  
to E. W. Earl, El Paso, Texas.

El Paso, Texas, January 13th, 1927

Superintendent

Commissioner, Washington, D. C.

Land Purchase Contract - Rio Grande project.

1. There is transmitted herewith for payment by the General Accounting Office, voucher in the amount of \$75.00, payment for 0.823 acres of land to be used in connection with right of way for Playa Drain, in favor of E. W. Earl.

2. It is believed that inasmuch as C.O.Coffin, the original contractor, executed a waiver of all claim to the purchase price, that E.W. Earl being the grantor, is entitled to the purchase price named in the contract, and as paragraph six states the contract is binding upon the heirs and assigns of the vendor, it would seem proper to pay E.W. Earl. However, there is doubt as to the propriety of paying this on account of the termination by limitation of the contract at the expiration of twelve months from its date.

---

L.M.Lawson.

Encl.

El Paso, Texas.  
December 30, 1926.

From: District Counsel, El Paso, Texas.  
To: Project Superintendent, Rio Grande Project.  
Subject: Title to 0.823 acres of land in  $\frac{1}{2}$  of NW $\frac{1}{4}$  of SW $\frac{1}{4}$  Sec. 19, T. 32 S., R. 7 E., Bureau of Reclamation Survey, El Paso County, Texas, to be used in connection with R/W for Playa Drain.

1. Under date of Dec. 4, 1925 the United States contracted with one C.O. Coffin for the purchase of the land mentioned above. Title subsequently vested in E. W. Earl, First National Bank Bldg., El Paso, Texas.
2. By deed dated December 8, 1926 and recorded in Book 466 at page 364, Deed Records of El Paso County, Texas the said E. W. Earl executed proper warranty deed conveying the land to the United States.
3. C.O. Coffin, the original contractor under date of December 18, 1926 executed a waiver of all claim to the purchase price. E. W. Earl being the grantor to the government is entitled to the purchase price stated in the contract.
4. No new contract is necessary as the contract with Coffin expressly, by its terms, binds his successors in interest to perform the contract. Likewise no new obligation on the part of the government is created.
5. Certificate of guarantee of an indefeasible title to the land in the United States was duly executed by the Pioneer Abstract and Guarantee Title Company of El Paso, Texas, under date of December 18, 1926.
7. I accordingly find satisfactory title to this real estate in the United States and recommend that the matter now be passed for payment to E.W.Earl, the government's grantor.

All papers transmitted  
herewith.

- - - - -  
Herbert J. E. Devries



El Paso, Texas, December 18, 1925.

Whereas, heretofore under date of December 4th, 1925, I the undersigned C. O. Coffin, executed a certain contract with the United States of America whereby I contracted to convey to the United States 0.823 acres of land, more or less, in Section 19, Township 32 South, Range 7 East, Bureau of Reclamation Survey, situated in El Paso County, Texas, and described in said contract, and

Whereas, I have heretofore been divested of title to said real estate by virtue of judicial sale wherein E. W. Earl was the purchaser of said real estate,

Now therefore I hereby waive all claim to any of the sale price named in the said contract.

C. O. COFFIN

Witnesses to signature of  
C. O. Coffin.

H. F. Bennett

Leigh Clark.

El Paso, Texas, December 17, 1926

Mr. C. O. Coffin,  
1108 Upson Avenue,  
El Paso, Texas.

Dear Mr. Coffin:

Enclosed is blank waiver of purchase price under your contract with the Government dated December 4, 1925. Will you kindly execute this waiver for our files and return it to us in the enclosed addressed envelope, which requires no postage.

This is required for the reason that Mr. Earl now has title to the property under judicial sale and deed will accordingly run from him to the Government.

Thanking you for your attention to this matter, I am

Enc.  
(blank waiver)

Very truly yours,

Herbert J. S. Devries,  
District Counsel,

CC:  
W. E. Earl  
El Paso, Texas,  
(copy of enc.)

## OFFICERS

C. M. MURCHISON  
President  
Z. T. WHITE  
Vice-President  
C. M. NEWMAN  
Vice-President  
N. H. GILLOT  
Vice-Pres. & Manager  
J. H. WHITE  
Treasurer & Asst. Secy.  
A. G. FOSTER  
Secretary

Pioneer Abstract & Guarantee Title Company  
First National Bank Building  
El Paso, Texas

November 1st, 1926.

## DIRECTORS

E. M. MURCHISON  
Z. T. WHITE  
C. M. NEWMAN  
N. H. GILLOT  
J. E. BENSON  
E. W. KAYSER  
TOM B. NEWMAN  
LEGAL DEPARTMENT  
W. W. TURNEY  
W. H. BURGESS  
H. CULWELL  
R. L. HOLLWAY  
J. M. POLLARD

RECEIVED

NOV 2 1926

EL PASO, TEXAS

Bureau of Reclamation,  
Toltec Club Bldg.  
El Paso, Texas.

ATTENTION: Mr. Hoadley,

Gentlemen:-

Beg to advise that we have just received the Tax Certificate covering 0.823 of an acre of land out of a 3 acre tract adjoining Surveys Nos. 222 and 223, in the Socorro Grant, El Paso County, Texas, which fraction of an acre is being bought from C. O. Coffin and will form a part of the El Paso Valley River Drain, showing taxes for the year 1891, 1893, 1894 and 1895, against the 3 acre tract in the respective sums of 27¢, 29¢, 29¢ and 30¢, and for the year 1926 against 1.302 acres in the sum of \$1.33, making a total of unpaid taxes in the sum of \$2.48.

Very truly yours,

  
Secretary.

1824

bes

# Owner's Application

No. ....

El Paso, Texas 10/27/26., 192...

The undersigned hereby applies to the PIONEER ABSTRACT AND GUARANTEE TITLE COMPANY for a Guarantee Title Policy in its usual form, in the sum of \$75.00 upon the title to the lands hereinafter described.

It is agreed that the following statements are correct and true, and that any false statements or any suppression of any material information shall void said certificate.

Premium \$ .....  
Charges guaranteed by .....

No. Abs. Left

Estate or interest to be guaranteed:

Name of party to be guaranteed: United States of America

Residence of party to be guaranteed:

Occupation of party to be guaranteed:

Legal description of premises: See plat

Vacant or Improved:

House number and street:

Value	Ground	Improvements
-------	--------	--------------

In possession of U.S.R.S. 4 years.

Claiming under

By virtue of {  
                   { Conveyance from  
                   { .Gift            descent            bequest

If by inheritance, give names of other descendants

Marriage relation of present owner {  
   { Married  
   { Divorced  
   { Widowed

In whom is Record Title now vested	{ Married	{ Name of Wife	
<u>C.O. Coffin</u>	{ Single	{ Name of Husband	

Homestead? No. If not, what property is claimed as homestead?

Has property ever been occupied as homestead? No. When?

Residence of present owner 1108 Upson Ave. El Paso, Texas.

Occupation of present owner

How to be conveyed War.Deed.

Is any building now being constructed or repaired on the premises?

Any contract for improvements contemplated or entered into?

Has any material been delivered on the premises, and bywhom? When?

Mechanic's Lien on the premises

# FIRST NATIONAL BANK

EL PASO, TEXAS.

11/3

1926

RECEIVED FROM

*E. O. Coffey*

\$ ~~21~~

*48.*

DOLLARS

*200 & 48/100*

FOR

*3 days that occurs after no other*

*to Government for said title!*

*James H. Hester of New Mexico City  
by Ray Spence, Reg.*

HB 92207

El Paso, Texas, January 15th, 1926

Mr. W. D. Grest,  
County Clerk,  
County of El Paso,  
El Paso, Texas.

Dear Sir, -

Find enclosed land agreement dated  
December 4th, 1925, between the United States  
and C. O. Coffin which please place of record  
and return with your bill.

Very truly yours,

V. G. Evans,  
Chief Clerk.

Encl.

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