

786

ALDERETE, F. G. LAND PURCHASE CONTRACT RIVERSIDE CANAL

163

6023-0080-0016-00

1927
RIO GRANDE

14-(5) Texas

78

FEB 25 1928

Mr. Hoadley

What's the
news on this?

Aldere te claims to have
all judgements released
and is now awaiting report
of abstractors to find out
what his back taxes are.

WMS
2/27/28

BUREAU OF RECLAMATION

From: Project Office.
To: District Counsel.
Subject: Transmitting contract for action, Rio Grande project.

1. Request is made for approval as to form, execution, and legal sufficiency of contract (*with bond), described as follows:

(a) Date of contract May 16th, 1927.

(b) Name of contractor F. G. Alderete and job: amplification system of equipment

(3) copies (10% of total) of each copy

(C) Estimated amount involved, \$278.85

(d) Authority number

8. The (e) Clearing account

C. F. 1311 72 (f) Purpose of contract Purchase of 10.0 acres of land situated

in the SE¹/SE¹ Sec. 11 T. 32 S. R. 7 E. also SE¹ Sec. 11 T. 32 S. R. 7 E.

and should be used only in cases where it is necessary to be exercised in accordance with the rules and regulations of the

T. LOTS 10117 IS CLAIMED TO BE THE PROPERTY OF ASHLAND TRADING COMPANY IN VIOLATION OF CONFEDERATE

El Paso Valley.

DIRECTIONS

2. The following papers are inclosed:

Contract, original, and 4 copies.

* ~~Вондхаккгакухайдхэкооркесх~~

This letter, 2 copies.

Original and 4 copies of report on land agreement

" " 4 " " certificate of possession

" 4 " Superintendent's certificate

" " 4 " " plat

L. R. Frock

Acting Superintendent.
(Signature)

(Place) El Paso, Texas (Date) JUL 28 1927

On this date the above-described contract* and bond, approved as to form, execution, and legal sufficiency, and inclosures as follows returned to project office:

Contract, original, and 3 copies.

*Bond, original, and 2 copies.

This letter, 3 copies.

[Signature]
District Counsel.

* Mark out if not applicable.

6-6365

БЕМУБК2:

DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rio Grande

IRRIGATION PROJECT

UNITED STATES

REPORT ON LAND PURCHASE CONTRACT

(SEE PAGES 251-267, VOL. I, OF MANUAL)

INFORMATION relating to land purchase contract made June 16th, 1927, with

F. G. Alderete

1. State purpose for which the land is required.

Riverside Canal

2. State description and approximate area of land to be conveyed.

Tract #1 3.4 acres
" #2 6.6 "

as described in land purchase contract.

21.30 bel scale

3. 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 has been issued.

No public lands in Texas

4. State names of the owners, post-office addresses, and county and State of residence. Give names of wives and husbands, as the case may be; if unmarried, widow, or widower, so state.

F. G. Alderete, Caples Building, El Paso, Texas
Octaviana Alderete (wife) El Paso, Texas

5. 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 such lease, the date the tenant is to give up possession, and state clearly whether any arrangement has been made with the tenant for the disposition of his affected interest.

Owner in possession

6. State whether land is subject to right of way by virtue of contract with water users' association, irrigation district, or other agreement.

Not subject to right of way

CERTIFICATE OF POSSESSION

I HEREBY CERTIFY that I have personally examined the land described in the attached land purchase contract dated May 16th, 1927, between the United States of America, and F. G. Alderete, and that the proposed grantors is in actual, sole and exclusive possession of the land proposed to be conveyed, claiming to be the owner thereof, and no person claiming a right in such land adverse to the proposed grantor is in possession of any part of it.

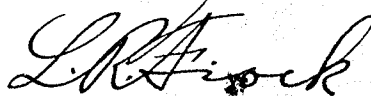
Dated at El Paso, Texas, this 23rd day of July, 1927.

Geo. W. Hoadley
Junior Engineer
Bureau of Reclamation.

CERTIFICATE BY ACTING SUPERINTENDENT

I hereby certify that the land described in attached land purchase contract dated May 16th, 1927, between The United States of America and F. G. Alderete, is required for purposes authorized by the Act of June 17, 1902, (32 Stat., 388), namely, as right of way for the Riverside Canal, a part of the Rio Grande Federal Irrigation Project; that the consideration to be paid thereunder, namely, \$296.63, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

Dated at El Paso, Texas, this 23rd day of July,
1927.



Acting Superintendent.
Bureau of Reclamation.

El Paso, Texas, May 21, 1928.

Mr. F. G. Alderete,
Isleta, Texas.

My dear Mr. Alderete:

Your attention is respectfully invited to the several letters we have already written you with reference to perfecting title to your property in Survey 48 in the Isleta grant out of which tracts we have contracted with you for purchase.

As we advised you in our letter of March 17th, the judgment lien should be cleared up and taxes paid so that the following three things may be procured after which payment can be made promptly:

1. Certificate of guarantee from the Pioneer Company.
2. Certificate from the County Tax Assessor, showing no tax liens existing against the property covered in the contract.
3. A warranty deed duly executed conveying the land to the United States.

When you have cleared up the title and you are ready for a deed we will prepare the same for your signature. Kindly advise us promptly what progress you are making in this direction.

Very truly yours,

R

H. J. S. Devries,
District Counsel.

El Paso, Texas, March 17, 1929.

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

Attention Mr. A. G. Foster,
Your File C-4768.

Dear Sir:

I have your letter of the 16th relative to the land purchase contract we have with Mr. Frank Alderete for lands in Survey 48, Isleta grant. I have tried to explain to Mr. Alderete that if he will clear up the judgment liens by recording the necessary releases, present a clear tax certificate, your certificate of guarantee, and a warranty deed, he will be paid forthwith. Hoping this may have the desired effect and we may be able to close up this matter shortly, I am,

Very truly yours,

H. J. S. Devries,
District Counsel.

El Paso, Texas, March 17, 1928.

Mr. Frank Alderete,
Ysleta, Texas.

Dear Mr. Alderete:

We are advised by the Pioneer Abstract and Guarantee Title Company that you have informed them that you now have the necessary releases of judgment liens in order to clear up the title to the land which is being purchased under contract for use as right of way in Survey 48 in the Ysleta Grant. We understand that you are reluctant to have these releases recorded until you have assurance that the money consideration in the contract will be paid to you. Of course you understand, I am sure, that the fiscal officers are not permitted to make any payment for lands until a satisfactory title has vested in the United States.

I believe that we should be able to dispose of this matter promptly if you will take the necessary steps to clear up the title of record. You may be assured that payment will be promptly made upon your presenting the following three things covering title to the land:

1. Certificate of guarantee from the Pioneer Company.
2. Certificate from the County Tax Assessor, showing no tax liens existing against the property covered in the contract.
3. A warranty deed duly executed conveying the land to the United States.

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These of course are prerequisites to payment under any land purchase contract and we trust you will now take steps to present them as as early a time as possible so that check can be issued to you.

Very truly yours,

H.J.S. Devries,
District Counsel.

OFFICERS

W. H. BUCHER
President
N. H. GILLOT
Vice-President
TOM B. NEWMAN
Vice-President
JAMES W. GIBB
Treasurer
A. G. FOSTER
Secretary

Pioneer Abstract & Guarantee Title Company

First National Bank Building

El Paso, Texas
March 16, 1928

DIRECTORS

W. H. BUCHER
C. L. HILL
N. H. GILLOT
TOM B. NEWMAN
JAMES W. GIBB

LEGAL DEPARTMENT

W. W. TURNER
W. H. BURGESS
A. H. CULWELL
R. L. HOLLIDAY
J. M. POLLARD

Mr. H. J. Devries, District Counsel
United States Reclamation Service,
El Paso, Texas.

Our File C-4768

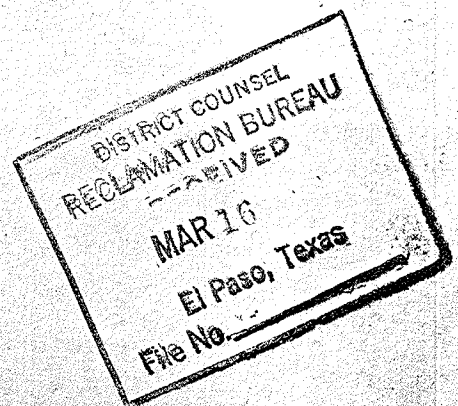
Dear Sir:

In regard to your application for policy of title insurance on Survey 48 in the Ysleta Grant, Mr. Alderete advised us yesterday that he has in possession releases of the Judgment Liens set forth in our letter of Sept. 19th, which he is unwilling to have recorded until he receives, or has evidence of receiving, the money due him from the Government.

Yours very truly,

Secretary.

AGF/B



El Paso, Texas, March 1, 1928.

Mr. Frank Alderete,
Ysleta, Texas.

Dear Mr. Alderete:

With reference to your contract to convey certain right of way to the United States in Survey 48, in the Ysleta Grant, we beg to advise you that we are just in receipt of a letter from the Pioneer Abstract and Guarantee Title Company to which application has been made for certificate of guarantee, informing us that none of the judgment liens concerning which we advised you last September have been released of record.

It will be impossible to make any progress in this matter until the judgment liens and taxes are cleared up.

Very truly yours,

H.J.S. Devries,
District Counsel.

El Paso, Texas, March 1, 1928.

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

Attention Mr. A. G. Foster, Secretary,
Your File C-4758.

Gentlemen:

It is to be regretted that Mr. Alderete has failed to procure the release of record of judgment liens as advised in your letter of February 29th. We have again taken the matter up with Mr. Alderete urging him to get this matter attended to forthwith.

Very truly yours,

H. J. S. Davies,
District Counsel.

OFFICERS

W. H. GIBB
President

N. H. GILLOT
Vice-President

TOM B. NEWMAN
Vice-President

JAMES W. GIBB
Treasurer

A. G. FOSTER
Secretary

Pioneer Abstract & Guarantee Title Company

First National Bank Building

El Paso, Texas

Feb. 29, 1928

DIRECTORS

W. H. BUCHER
C. L. HILL
N. H. GILLOT
TOM B. NEWMAN
JAMES W. GIBB

LEGAL DEPARTMENT

W. W. TURNER
W. H. BURGESS
A. H. CULWELL
R. L. HOLLIDAY
J. M. POLLARD

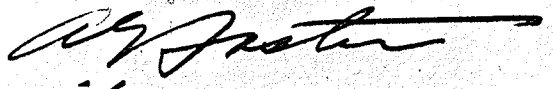
Mr. H. J. Devries, District Counsel
United States Reclamation Service,
El Paso, Texas.

Our File C-4768

Dear Sir:

In regard to Sur. 48 in the Ysleta Grant, on which we have your application for policy of title insurance, would advise that none of the Judgment Liens set forth in our letter of Sept. 19th have been released, notwithstanding Mr. Alderete's statements to the contrary.

Yours very truly,



Secretary.

AGF/B

El Paso, Texas, February 27, 1929.

Pioneer Abstract and Guarantee Title Co.,
First National Bank Building,
El Paso, Texas.

Attention Mr. James W. Gibbs.

In re: Application for Certificate of Guarantee
of Title Purchase from Frank Alderete,
Your file C-4768.

Gentlemen:

Reference is made to your letter of February 24th in which you inquire as to the progress being made toward clearing objections to title in the above-named matter set out in your report of September 19th.

Mr. Alderete advises us that he has cleared up all judgments by procuring appropriate releases and is now awaiting report county abstractors to find out what his back taxes are. If you should find out that Mr. Alderete has failed to procure the releases as he claims to have done we would be very glad to receive this advice.

Very truly yours,

27

H. J. S. Devries,
District Counsel.

OFFICERS

W. H. BUCHER
President

N. H. GILLOT
Vice-President

TOM B. NEWMAN
Vice-President

JAMES W. GIBB
Treasurer

A. G. FOSTER
Secretary

Pioneer Abstract & Guarantee Title Company

First National Bank Building

El Paso, Texas

February 24, 1928

DIRECTORS

W. H. BUCHER
C. L. HILL

N. H. GILLOT
TOM B. NEWMAN
JAMES W. GIBB

LEGAL DEPARTMENT

W. W. TURNER
W. H. BORGES
A. H. CULWELL
R. L. HOLLIDAY
J. M. POLLARD

Mr. H. J. Devries, District Counsel
United States Reclamation Service,
Toltec Club Building,
El Paso, Texas.

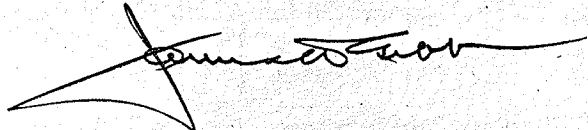
Our File C-4768

Dear Sir:

On Sept. 1st, 1927 you made application
for policy of title insurance on Survey 48 Ysleta
and we would very much appreciate hearing from you
as to what progress you are making toward clearing
the objections set out in our report of Sept. 19th.

Thanking you in advance for an early
reply, we are

Yours very truly,



Treasurer.

JWG/B

OFFICERS
W. H. BUCHER
President
N. H. GILLOT
Vice-President
TOM B. NEWMAN
Vice-President
JAMES W. GIBB
Treasurer

SECRETARY OF INTERIOR
A. G. FOSTER
Secretary, U. S. RECLAMATION

RECEIVED
OCT 18 1927

EL PASO - TEXAS

Pioneer Abstract & Guarantee Title Company

First National Bank Building

El Paso, Texas

October 17th, 1927

Handwritten: *Refer to see if you find letter of Sept 19*
DIRECTORS
W. H. BUCHER
C. L. HILL
N. H. GILLOT
TOM B. NEWMAN
JAMES W. GIBB

LEGAL DEPARTMENT
W. W. TURNER
W. H. BURGESS
A. H. CULWELL
R. L. HOLLIDAY
J. M. POLLARD

United States Reclamation Service,
El Paso, Texas.

C-4768

Gentlemen:

Please refer to our letter of September 19th relative to Survey 48 in the Ysleta Grant and advise what progress is being made in connection with clearing the title, and oblige,

Yours very truly,

Paul J. Bucher
For Treasurer.

*Land Purchase
Alderete?*

El Paso, Texas, September 27, 1927.

Mr. Frank G. Alderete,
Caples Building,
El Paso, Texas.

Dear Sir:

We are now in receipt of a report from the Pioneer Abstract and Guarantee Title Company upon application for guarantee of title upon a parcel of land in Survey 48, Yaleta Grant, covered by contract of purchase of May 16, 1927. They report that they have examined the title to all of survey 48 in the Yaleta Grant containing seventeen acres more or less and find title vested in you as owner subject to the following judgment liens:

4/321 C. F. Ederle vs. Abe Alderete,
5/378 Western Indemnity Co. vs. F.G. Alderete now
held by T. W. Scales,
6/4 Western Indemnity Co. vs. F. G. Alderete,
6/42 U.S. v. F.G. Alderete,
6/409 U.S. v. F.G. Alderete,
6/431 U.S. v. F.G. Alderete,
6/269 Alamo Motor Company vs. Abe Alderete.

They also advise us that the property on which the title certificate is to be written is accretion and proof should be made to that effect.

They also advise us that taxes for previous years amounting to \$461.08 should be paid and tax suit entitled State of Texas vs. F.G. Alderete, #21608, should be dismissed.

I thought it was Mr. Hoadley's understanding after conversation with you that there were no judgment liens affecting this property. It would appear from the title company's report, however, that there are a considerable number of them. Their report is also made subject to any claims of the El Paso Water Users Association for water charges.

Will you kindly take steps to remove the defects pointed out by the title company which will be necessary before conveyance can be made.

Very truly yours,

H.J.S. Devries,
District Counsel.

H. C. Allen

W. H. BUCHER
President
DEPARTMENT OF RECLAMATION
N. H. GILLOT
Vice-President
TOM B. NEWMAN
Vice-President
JAMES W. GIBB
Treasurer
A. G. FOSTER
Secretary
RECEIVED
SEP 20 1927
EL PASO - TEXAS.

Pioneer Abstract & Guarantee Title Company

First National Bank Building

El Paso, Texas

Sept. 19th, 1927

DIRECTORS
W. H. BUCHER
C. L. HILL
N. H. GILLOT
TOM B. NEWMAN
JAMES W. GIBB

LEGAL DEPARTMENT
W. W. TURNER
W. H. BURGESS
A. H. CULWELL
R. L. HOLLIDAY
J. M. POLLARD

United States Reclamation Service,
El Paso, Texas.

C-4768

Gentlemen:

Pursuant to your application for a policy of title insurance, we have examined the title to:

All of Survey No. 48 in the Ysleta Grant, in El Paso County, Texas, containing 17 acres of land more or less,

and find title vested in F. G. Alderete, as owner.

Subject to the following Judgment Liens:

- 4/321 C. F. Ederle vs Abe Alderete,
- 5/378 Western Indemnity Co. vs. F. G. Alderete now held by T. W. Scales,
- 6/4 Western Indemnity Co. vs F. G. Alderete,
- 6/42 U.S. vs F. G. Alderete,
- 6/409 U.S. vs F. G. Alderete,
- 6/431 U.S. vs F. G. Alderete,
- 6/269 Alamo Motor Co. vs Abe Alderete.

The property on which the guarantee is to be written is accretion and proof should be made to that effect.

Taxes for previous years amounting to \$461.06 should be paid and Tax Suit State of Texas vs F. G. Alderete, #21608 should be dismissed.

Subject to all claims of the El Paso Valley Water Users' Association.

Pioneer Abstract & Guarantee Title Co.

W. H. C. Allen

Manager.

NHG/B

El Paso, Texas, August 1, 1927.

W. D. Greet,
Clerk of El Paso County,
El Paso, Texas.

Dear Sir:

Enclosed herewith is land purchase contract dated May 16, 1927, between the United States and F. G. Alderete. Will you kindly have the same recorded and return it to us with bill for recording fees.

Very truly yours,

Enc.
Land purchase contract

H. J. S. Davison,
District Counsel.

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande PROJECT, New Mexico-Texas

This Agreement, made May 16th, 1927, 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 hereinafter styled the United States, by L. R. Flock, Acting Superintendent, hereinafter styled the United States Reclamation Service, thereunto duly authorized, and subject to the approval of the proper supervisory officer of the United States Reclamation Service, and

F. G. Alderete

El Paso, County of El Paso State of Texas
(P. O. address.)

hereinafter styled Vendor, his heirs, executors, administrators, successors, and assigns, all of which parties covenant and agree that upon the completion of the project herein named and of the mutual benefits to be derived from the construction of reclamation works either upon or in the vicinity of the lands herein described, the Vendor hereby agrees upon the terms and conditions hereinafter stipulated to sell and by good and sufficient General warranty deed

For and in consideration of the payment of the amount specified herein, upon the conditions herein named and of the mutual benefits to be derived from the construction of reclamation works either upon or in the vicinity of the lands herein described, the Vendor hereby agrees upon the terms and conditions hereinafter stipulated to sell and by good and sufficient General warranty deed

deed convey to the United States of America free of lien or incumbrance the following-described real estate which is separate property situated in the County of El Paso, State of Texas

Two tracts of land situated in El Paso County, Texas, and being approximately two and one-half (2 1/2) miles

Plaza in the Town of Ysleta, in the said county and state, being also within survey forty-eight (48) of the Ysleta Grant, more particularly described as follows:

Tract No. 1. A tract of land being within the southeast quarter, southeast quarter (SE 1/4, SE 1/4), Section eleven (11), Township thirty-two (32) south, Range seven (7) East, Bureau of Reclamation Survey, described as follows:

Beginning at a point on the northerly line of survey forty-eight (48) and the southerly line of survey forty-nine (49), and from which point the northeast corner of said section eleven (11) bears north five degrees thirty-nine minutes forty-four seconds (N 5°39'44") East four thousand seventy-six and two hundredths (4076.02) feet and an iron pipe set for the northeast corner of survey forty-eight (48) bears south eighty-nine degrees thirty-five minutes forty-five seconds (S 89°35'45") East four hundred seventy-eight and forty-six hundredths (478.46) feet; thence south fifty-five degrees thirty-four minutes fifteen seconds (S 55°34'15") East seventy-eight and sixty-four hundredths (78.64) feet; thence south fifty degrees fifty-five minutes forty-five seconds (S 50°55'45") East five hundred and no tenths (500.0) feet; thence south forty-six degrees sixteen minutes forty-five seconds (S 46°16'45") East ninety-nine and one hundredths (99.01) feet to a point on the southerly line of Survey forty-eight (48) and the northerly line of survey forty-seven (47), and from which point the northeast corner section eleven (11), bears north one degree thirty-three minutes forty-eight seconds (N 01°33'48") West four thousand four hundred eighty-five and thirty-four hundredths (4485.34) feet and an iron pipe set for the southeast corner

(Date)

CERTIFICATE OF ACKNOWLEDGMENT.

STATE OF Texas

COUNTY OF El Paso

Strike out (b) in case the law does not require examination of wife apart from her husband in conveyance of the kind of property described in article 2 hereof.

(a) I, Geo. W. Hoadley, a Notary Public

in and for said county, in the State aforesaid, do hereby certify that

~~###~~ F. G. Alderete

who is personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed, and delivered said instrument of writing as her free and voluntary act, for the uses and purposes therein set forth.

(b) I further certify that I did examine the said separate and apart from her husband, and explained to her the contents of the foregoing instrument, and upon that examination she declares 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 16th day of June, 1927.

Geo. W. Hoadley
Notary Public in and for El Paso County Texas

My commission expires 6/1/29.

CERTIFICATE OF RECORD

COUNTY OF TEXAS and is duly recorded in Vol. 479 of Page No. 278.

By County Recorder Fees, \$.

AFFIDAVIT OF DISINTERESTEDNESS

STATE OF TEXAS COUNTY OF EL PASO

I do solemnly swear (or affirm) that the copy of contract hereto annexed is an exact copy of a 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 to any 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. Subscribed and sworn to before me at this office on this day of... My commission expires...

INDEXED 645

Concluded
F. G. Alderete
The Undersigned
Geo. W. Hoadley

FILED FOR RECORD

W. D. GREET COUNTY CLERK

479/278
6/16/27

survey forty-eight (48) bears south eighty-nine degrees thirty-five minutes forty-five seconds (S 89°35'45") East one hundred fifty-seven and sixty-seven hundredths (157.67) feet; thence along the southerly line of survey forty-eight (48) north eighty-nine degrees thirty-five minutes forty-five seconds (N 89°35'45") west three hundred seven and seventy-one hundredths (307.71) feet; thence north forty-six degrees thirty-four minutes forty-three seconds (N 46°34'43") West thirty-six and two hundredths (36.02) feet; thence north fifty-four degrees thirty-one minutes forty-seven seconds (N 54°31'47") West six hundred ninety-five and thirty-nine hundredths (695.39) feet to a point on the northerly line survey forty-eight (48); thence along last mentioned line south eighty-nine degrees thirty-five minutes forty-five seconds (S 89°35'45") East three hundred seventy-five and forty-two hundredths (375.42) feet to the point of beginning, said tract containing three and four tenths (3.4) acres more or less.

Tract No. 2. A tract of land being within the south half (S $\frac{1}{2}$) section eleven (11) Township thirty-two (32) South, Range seven (7) East, Bureau of Reclamation Survey more particularly described as follows: Beginning at a point on the southerly line of Survey forty-eight (48) and the northerly line survey forty-seven (47) and from which point the northeast corner section eleven (11) bears north twenty-eight degrees fifty minutes fifty seconds (28°50'50") East five thousand ninety-seven and seventy-nine hundredths (5097.79) feet and the southeast corner survey forty-eight (48) bears south/nine degrees thirty-five minutes forty-five seconds (S 89°35'45") East two thousand seven hundred thirty-nine and eighty-six hundredths (2739.86) feet; thence north eighty-nine degrees thirty-five minutes forty-five seconds (N 89°35'45") West along the southerly line Survey forty-eight (48) six hundred eighty-three and five tenths (683.5) feet to a point from which the northeast corner section eleven (11) bears north thirty-five degrees ten minutes fifteen seconds (N 35°10'15") East five thousand four hundred fifty-six and fifty-three hundredths (5456.53) feet; thence north twenty-eight degrees twelve minutes fifty seconds (28°12'50") West four hundred eighty-one and sixteen hundredths (481.16) feet to a point on the northerly line of survey forty-eight (48) and the southerly line survey forty-nine (49); thence south eighty-nine degrees thirty-five minutes forty-five seconds (S 89°35'45") East along said line six hundred eighty-three and five tenths (683.5) feet to a point from which the northeast corner of said survey forty-eight (48) bears south eighty-nine degrees thirty-five minutes forty-five seconds (S 89°35'45") East two thousand seven hundred sixty-three and ninety-three hundredths (2763.93) feet; thence south twenty-eight degrees twelve minutes fifty seconds (S 28°12'50") East four hundred eighty-one and sixteen hundredths (481.16) feet to the point of beginning, said tract containing six and six tenths (6.6) acres more or less.

dollars (\$ 296 750), by U. S. Treasury warrant or fiscal officer's check.
6. Liens or incumbrances existing against said premises may, at the option of the United States, be removed at the time of conveyance by reserving the amount necessary from the purchase price and discharging the same with the money so reserved; but this provision shall not be construed to authorize the incurrence of any lien or incumbrance as against this agreement, nor as an assumption of the same by the United States.
7. The Vendor may retain possession of said premises until the purchase price is paid in full, notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crops

thereon until June 17, 1927; except that the proper officers and agents of the United States may at all times have unrestricted access to survey for and construct reclamation works, telephone, and electrical transmission lines, and other structures and appliances incident to said reclamation works, pursuant to said act of Congress, free of any claim for damage or compensation on the part of the Vendor.

8. This agreement shall become effective to bind the United States to purchase said premises immediately upon its approval by the proper supervisory officer of the Reclamation Service, and shall termi-

nate by limitation at the expiration of three months from its date, unless extended as above provided, and shall inure to the benefit of and be binding upon the heirs and assigns of the Vendor, and also the assigns of the United States.

9. The Vendor expressly warrants that he has employed no third person to solicit or obtain this contract in his 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 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 through 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 through established commercial or selling agents or agencies regularly engaged in selling such goods.

10. 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 Vendor hereby releases the United States from all liability due to the failure of Congress to make such appropriation.

11. No Member of or Delegate to Congress, or Resident Commissioner, after his election or appointment or either before or after he has qualified and during his continuance in office, and no officer, agent, or employee of the Government, shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company, as provided in section 116 of the act of Congress approved March 4, 1909 (35 Stat. 1109).

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

THE UNITED STATES OF AMERICA.

Witnesses:

By L. F. Fiock

~~XXXXXXXXXX~~ U. S. R. S.
Acting Superintendent

P. O. Address

Maldonado

Vendor.

P. O. Address

Vendor.

P. O. Address

Vendor.

P. O. Address

P. O. Address Cafes Bldg

Approved:

E. I. Paso, Texas

(Date)