

780

HOFFMAN, PAUL KELLER, et. al.

HARRY DEW

WARRANTY DEED

RIVERSIDE DRAIN

183

~~0033-00~~

0033-0080-0070-00

14-(5)

78

THE STATE OF TEXAS,

COUNTY OF EL PASO.

BEFORE ME,

in and for El Paso County, Texas,

on this day personally appeared

Paul Keller Hoffman, individually and as attorney in fact for Harry D. Hoffman and Phyllis Hoffman, a feme sole, under power of attorney of record in Book 486, page 403, Deed Records of El Paso County, Texas, known to me to be the person whose name

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 29th day of February A. D. 1928.
Geo. W. Hoadley

Notary Public.

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,

Clerk of the County Court

of said County, do hereby certify that the above instrument of writing, dated on the day of A. D. 192, with its certificate of authentication, was filed for record in my office this day of A. D. 192, at o'clock M. and duly recorded the day of A. D. 192, at o'clock M. in the records of said County, in Volume on Pages.

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.

Harry Drew Hoffman, Phyllis Hoffman

and Paul Keller Hoffman,

TO

The United States of America

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.

The Seal is not indelible but I found an agreement to convey
KNOW ALL MEN BY THESE PRESENTS:
V 493 P 208

Harry Drew Hoffman, Phyllis Hoffman and Paul Keller Hoffman.

to them in hand paid by the United States of America

Correctias to Engineering

heirs and assigns forever; and do hereby bind heirs, executors and ~~XXXX~~ **they** **themselves, their,** administrators, to Warrant and forever Defend, all and singular, the said premises unto the said

Harry Drew Hoffman, Phyllis Hoffman,
By Paul Keller Hoffman,
Attorney in Fact,
Paul Keller Hoffman.

THE STATE OF TEXAS,
County of El Paso.

This deed is not intended to be an agreement to convey.
KNOW ALL MEN BY THESE PRESENTS:
1-493 P 200

a feme sole

Harry Drew Hoffman, Phyllis Hoffman and Paul Keller Hoffman,

of the County of El Paso, State of Texas, in consideration of the sum of One hundred twenty-six
(\$126.00)
and no/100 DOLLARS,

to them in hand paid by the United States of America

the receipt of which is hereby acknowledged
have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said

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: Three tracts of land approximately three-fifths (3/5) of a mile southwest
of the Catholic Church in the town of Socorro, El Paso County, Texas, in the northwest
quarter (NW 1/4) of Section thirteen (13) Township thirty-two (32) South, Range Six (6)
East, United States Bureau of Reclamation Survey and being also in Survey 251 of the
Socorro Grant and more particularly described as follows:

Tract No. 1 - Beginning at a point the northeast corner of Survey 251
Socorro Grant and from which point the northeast corner of said Section thirteen (13)
bears North sixty-four degrees fifty-two minutes East three thousand three hundred forty
one and forty-three hundredths feet (N. 64° 52' E. 3341.43 ft.); thence south thirteen
degrees thirty-three minutes thirty seconds (13° 33' 30") West fifty-one and thirty
hundredths (51.30) feet along the easterly line of said Survey 251; thence North forty-
three degrees three minutes forty-five seconds (43° 3' 45") west one hundred twenty and
forty-six hundredths (120.46) feet to a point on the northerly line of Survey 251 and
from which point the northeast corner said Section thirteen (13) bears north sixty-
six degrees seven minutes nine seconds (66° 07' 09") East three thousand four hundred
eleven and thirty-nine hundredths (3411.39) feet; thence South sixty-seven degrees fifty-
eight minutes thirty seconds (67° 58' 30") East one hundred one and seventy hundredths
(101.70) feet along the northerly line of said Survey 251 to the point of beginning,
said tract containing six hundredths (0.06) acre more or less.

Tract No. 2 - Beginning at a point in the northerly line of Survey 251
Socorro Grant and from which point the northeast corner said Section thirteen (13) bears
North seventy degrees fifty minutes fifty-nine seconds (70° 50' 59") East three thousand
seven hundred twenty-one and forty-two hundredths (3721.42) feet and the northwest corner
of said Survey 251 bears North sixty-seven degrees fifty-eight minutes thirty seconds
(67° 58' 30") west five hundred sixty-seven and thirty-eight hundredths
(567.38) feet; thence along the northerly line of Survey 251 South sixty-
seven degrees fifty-eight minutes thirty seconds (67° 58' 30") East two
hundred eighty-four and eighty-eight hundredths (284.88) feet; thence south
forty-three degrees three minutes forty-five seconds (43° 03' 45") East two
hundred eighty-nine and eighteen hundredths (289.18) feet to a point on
the easterly line of Survey 251 and from which point the northeast corner
Section thirteen (13) bears North sixty-three degrees fifteen minutes twenty-
two seconds (63° 15' 22") East three thousand four hundred nineteen and
seventy-seven hundredths (3419.77) feet; thence South thirteen degrees thirty-
three minutes thirty seconds (13° 33' 30") west one hundred forty-three and
seventy-one hundredths (143.71) feet along the easterly line of Survey No.
251 to a point from which the southeast corner of Survey 251 bears South
thirteen degrees thirty-three minutes thirty seconds (13° 33' 30") west four
hundred seventy-eight and fourteen hundredths (478.14) feet; thence North
forty-three degrees three minutes forty-five seconds (43° 03' 45") west six
hundred twenty six and sixty-one (626.61) feet to point of beginning, said
tract containing one and twenty-six hundredths (1.26) acres more or less.

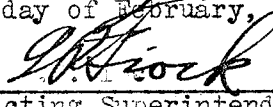
Tract No. 3 - Beginning at a point on the southerly line of said Survey
251 and from which point the northeast corner of said Section thirteen (13)
bears North sixty-five degrees forty-two minutes fourteen seconds (65° 42' 14")
East four thousand three hundred ninety-eight and forty-seven hundredths
(4398.47) feet and the southwest corner of Survey 251 bears North North
sixty-seven degrees thirty-five minutes thirty seconds (67° 35' 30") West three
hundred twenty-nine and thirty-four hundredths (329.34) feet; thence north
eighty-two degrees twelve minutes fifteen seconds (82° 12' 15") East nine hun-
dred twenty-eight and fifty-nine hundredths (928.59) feet to a point on the
easterly line of Survey 251; thence along the easterly line of Survey 251
South thirteen degrees thirty-three minutes thirty seconds (13° 33' 30") West
two hundred fifty-seven and sixty-nine hundredths (257.69) feet to a point
from which the northeast corner Section thirteen (13) bears North fifty-
eight degrees twenty-six minutes twenty-nine seconds (58° 26' 29") East
three thousand six hundred ninety-five and eighty-nine (3695.89) feet and the
Southeast corner of Survey 251 bears South thirteen degrees thirty-three min-
utes thirty seconds (13° 33' 30") west two hundred fifteen and ten hundredths
(215.10) feet; thence South eighty-two degrees twelve minutes fifteen seconds
(82° 12' 15") West four hundred twenty-two and forty-seven hundredths (422.47)
feet to a point on the southerly line of Survey 251; thence along said line
North sixty-seven degrees thirty-five minutes thirty seconds (67° 35' 30")
West four hundred seventy-seven and five hundredths (477.05) feet to point
of beginning, said tract containing three and seventy-two hundredths (3.72)
acres more or less.

Corrected as to Engineering

CERTIFICATE BY PROJECT SUPERINTENDENT

I hereby certify that the land described in attached land purchase contract dated February 24, 1928, between the United States of America and Harry Drew Hoffman/^{Paul Keller Hoffman}and Phyllis Hoffman, is required for purposes authorized by the Act of June 17, 1902, (32 Stat., 388), namely, as right of way for Riverside Canal, a part of the Rio Grande Federal Irrigation Project; that the consideration to be paid thereunder, namely, \$125.00, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

Dated at El Paso, Texas, this 24th day of February, 1928.


Acting Superintendent
Bureau of Reclamation.

CERTIFICATE OF POSSESSION

I HEREBY CERTIFY THAT I have personally examined the land described in attached land purchase contract dated February 24, 1928, between the United States of America and Harry Drew Hoffman, Phyllis Hoffman, and Paul Keller Hoffman, and that the proposed grantors are in actual, sole and exclusive possession of the land proposed to be conveyed, claiming to be the owners thereof, and no person claiming a right in such land adverse to the proposed grantors is in possession of any part of it.

Dated at El Paso, Texas, this 24th day of February, 1928

Geo. W. Hoadley
Junior Engineer
Bureau of Reclamation.

nate by limitation at the expiration of 3 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 employe 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:

(U) By L. A. Flock 2/25/28
Acting Project Manager, U. S. R. S.

P. O. Address _____
Harry Drew Hoffman

P. O. Address _____
Phyllis Hoffman

P. O. Address _____
By Paul Keller Hoffman

P. O. Address _____
Attorney in fact Vendor.
Foxworth, Ark.

Approved: _____
P. O. Address _____
Paul Keller Hoffman

(Date) _____, 192

Tract No. 2 - Beginning at a point in the northerly line of Survey 251 Socorro Grant and from which point the northeast corner said Section thirteen (13) bears North seventy degrees fifty minutes fifty-nine seconds ($70^{\circ} 50' 59''$) East three thousand seven hundred twenty-one and forty-two hundredths (3721.42) feet and the northwest corner of said Survey 251 bears North sixty-seven degrees fifty-eight minutes thirty seconds ($67^{\circ} 58' 30''$) West five hundred sixty-seven and thirty-eight hundredths (567.38) feet; thence along the northerly line of Survey 251 South sixty-seven degrees fifty-eight minutes thirty seconds ($67^{\circ} 58' 30''$) East two hundred eighty-four and eighty-eight hundredths (284.88) feet; thence South forty-three degrees three minutes forty-five seconds ($43^{\circ} 03' 45''$) East two hundred eighty-nine and eighteen hundredths (289.18) feet to a point on the easterly line of Survey 251 and from which point the northeast corner Section thirteen (13) bears North sixty-three degrees fifteen minutes twenty-two seconds ($63^{\circ} 15' 22''$) East three thousand four hundred nineteen and seventy-seven hundredths (3419.77) feet; thence South thirteen degrees thirty-three minutes thirty seconds ($13^{\circ} 33' 30''$) West one hundred forty-three and seventy-one hundredths (143.71) feet along the easterly line of Survey No. 251 to a point from which the southeast corner of Survey 251 bears South thirteen degrees thirty-three minutes thirty seconds ($13^{\circ} 33' 30''$) West four hundred seventy-eight and fourteen hundredths (478.14) feet; thence North forty-three degrees three minutes forty-five seconds ($43^{\circ} 03' 45''$) West six hundred twenty-six and sixty-one (626.61) feet to point of beginning, said tract containing one and twenty-six hundredths (1.26) acres more or less.

Tract No. 3 - Beginning at a point on the southerly line of said Survey 251 and from which point the northeast corner of said Section thirteen (13) bears North sixty-five degrees forty-two minutes fourteen seconds ($65^{\circ} 42' 14''$) East four thousand three hundred ninety-eight and forty-seven hundredths (4398.47) feet and the southwest corner of Survey 251 bears North sixty-seven degrees thirty-five minutes thirty seconds ($67^{\circ} 35' 30''$) West three hundred twenty-nine and thirty-four hundredths (329.34) feet; thence North eighty-two degrees twelve minutes fifteen seconds ($82^{\circ} 12' 15''$) East nine hundred twenty-eight and fifty-nine hundredths (928.59) feet to a point on the easterly line of Survey 251; thence along the easterly line of Survey 251 South thirteen degrees thirty-three minutes thirty seconds ($13^{\circ} 33' 30''$) West two hundred fifty-seven and sixty-nine hundredths (257.69) feet to a point from which the northeast corner Section thirteen (13) bears North fifty-eight degrees twenty-six minutes twenty-nine seconds ($58^{\circ} 26' 29''$) East three thousand six hundred ninety-five and eighty-nine (3695.89) feet and the Southeast corner of Survey 251 bears South thirteen degrees thirty-three minutes thirty seconds ($13^{\circ} 33' 30''$) West two hundred fifteen and ten hundredths (215.10) feet; thence South eighty-two degrees twelve minutes fifteen seconds ($82^{\circ} 12' 15''$) West four hundred twenty-two and forty-seven hundredths (422.47) feet to a point on the southerly line of Survey 251; thence along said line North sixty-seven degrees thirty-five minutes thirty seconds ($67^{\circ} 35' 30''$) West four hundred seventy-seven and five hundredths (477.05) feet to point of beginning, said tract containing three and seventy-two hundredths (3.72) acres more or less.

notwithstanding earlier delivery of the land as herein provided, and any interest and claim the State

thereon until ; 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-

DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rio Grande IRRIGATION PROJECT

REPORT ON LAND PURCHASE CONTRACT

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

INFORMATION relating to land purchase contract made February 24th, 1928, with
Harry Drew Hoffman, Phyllis Hoffman and Paul Keller Hoffman

1. State purpose for which the land is required.

Riverside Canal and Levee

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

5.04 acres out of survey No. 251 Socorro Grant

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.

Harry Drew Hoffman, Phyllis Hoffman, and Paul Keller Hoffman

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.

Owners 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.

No.

DEPARTMENT OF THE INTERIOR

48.75

BUREAU OF RECLAMATION

COMMISSIONER

Rio Grande

Irrigation Project

RECORD OF EXECUTION OF CONTRACT

IN RE CONTRACT, and bond, if any, relating to above-named project, dated Feb. 24, 1928
symbol and number 116r-178; made by Harry Drew Hoffman, Phyllis Hoffman and Paul Keller Hoffman

(a) amount involved, \$126.00; authority No. 116r-178 (or clearing account No. 116r-178)

purpose, Purchase of land

Reference:

Notice of execution of contract to be given Chief Engineer at Denver, Superintendent at El Paso, Texas, District Counsel at El Paso, Texas and

El Paso, Texas

Date February 25, 1928

1. On this date the above-described contract was executed (or) passed, and bond, if any, approved (or) passed, by this office, and transmitted to district Counsel for legal approval.

2. NUMBER OF COPIES OF CONTRACT VA 116r-178. Copies of contract and bond, if any, are being placed in the files of the Bureau of Reclamation, Project Superintendent.

Inclosures:
Original and 3 copies of this form.

(a) Original and 4 copies of contract.

3. On this date the above-described contract, with bond, if any, (was given) legal approval by this office, and transmitted to the office.

Inclosures:
Original and 2 copies of this form.

Original and 4 copies of contract.

4. On this date the above-described contract, with bond, if any, was passed by this office and transmitted to the Washington office.

Inclosures:
Original and 2 copies of this form.

Original and 4 copies of contract.

5. On this date the above-described contract was executed, and bond, if any, approved by this office.

6. NUMBER OF COPIES OF CONTRACT VA 116r-178. Copies of contract and bond, if any, are being placed in the files of the Bureau of Reclamation, Project Superintendent.

7. On this date the above-described contract, with bond, if any, was passed by this office and transmitted to the Washington office.

Inclosures:
Original and 2 copies of this form.

Original and 4 copies of contract.

Washington, D. C., Date

5. On this date the above-described contract was executed, and bond, if any, approved by

Commissioner.

El Paso, Texas, February 28, 1928

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

Dear Sir:

Enclosed herewith are two land purchase contracts dated February 24, 1928, between the United States and Harry Drew Hoffman, Phyllis Hoffman and Paul Keller Hoffman. Will you kindly have the same recorded and return to us with bill for recording fees.

Yours very truly,

District Counsel.

Encl.:
2 Land Purchase Contracts.

El Paso, Texas, Feb. 28, 1928.

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

Gentlemen:

Will you kindly furnish a certificate of guarantee of title in favor of the United States to cover three small tracts of land in Survey 251 of the Socorro Grant described in contract dated February 24, 1928, between the United States and Paul Keller Hoffman, et al, which has been transmitted for record.

For your convenience a blue print is enclosed herewith.

Very truly yours,

Enclosure:
Blue Print

H.J.S. Devries,
District Counsel.

El Paso, Texas, May 21, 1928.

Mr. Paul Keller Hoffman,
Texarkana, Arkansas.

Dear Mr. Hoffman:

Reference is again made to your two land purchase contracts with the United States dated February 24, 1928.

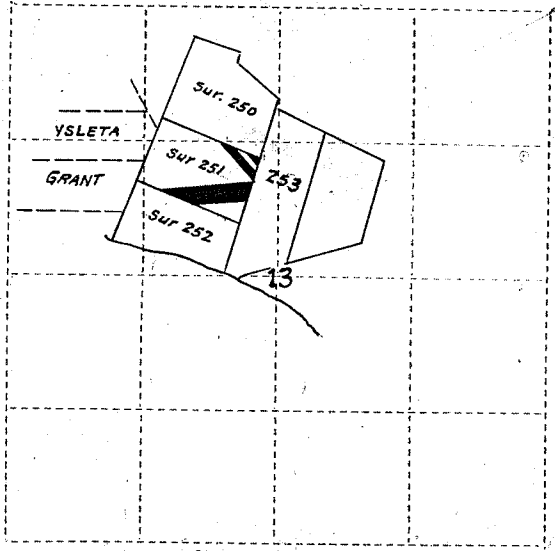
Payment is still being held up in these matters by reason of the condition of taxes.

We should greatly appreciate it if you would give the matter your prompt attention and advise us when you expect to clear up the tax situation so that we may proceed to a consummation of the two transactions and make payment to you accordingly.

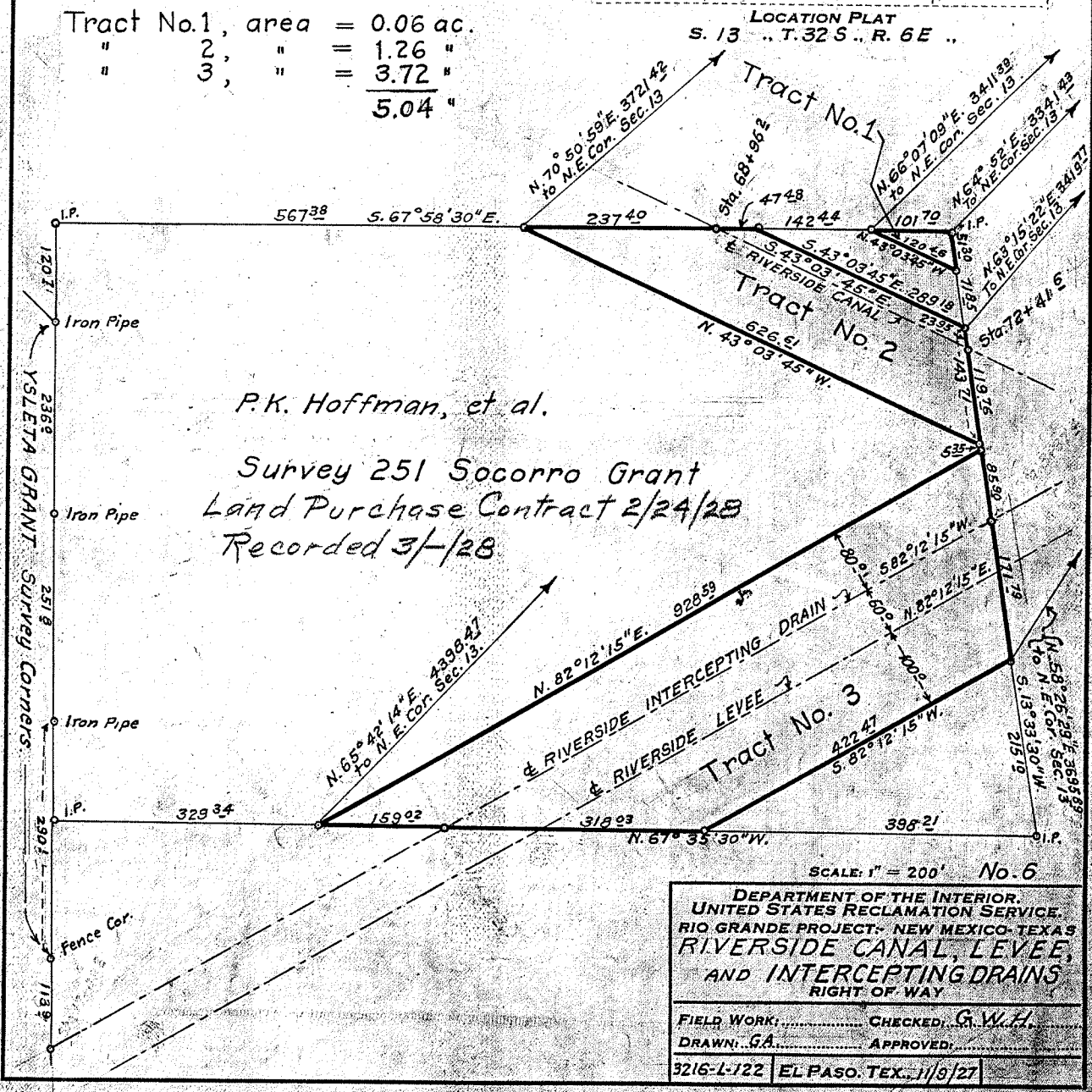
Very truly yours,

H.J.S.Devries,
District Counsel.

SCALE: 1" = 2000'



Tract No.1, area = 0.06 ac.
" 2, " = 1.26 "
" 3, " = 3.72 "
5.04 "



POWER OF ATTORNEY.

V 488 P 403

KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Harry D. Hoffman and Phyllis Hoffman, two of the three children, and sole heirs at law of Daisy K. Hoffman, Deceased, both of the County of Miller and State of Arkansas, do hereby constitute, nominate and appoint Paul Keller Hoffman, the remaining child and heir at law of Daisy K. Hoffman, deceased, of the City of Texarkana, Miller County, Arkansas, our agent, and attorney in fact, for us and in our names to make sales of contracts for sales of, and / or to rent and make rent contracts for any and all of the real estate which we inherited from our Mother, Daisy K. Hoffman, deceased, which said real estate is located in the Counties of El Paso, Reeves and Midland, in the State of Texas; and for us and in our name to make, execute, acknowledge and deliver any and all sales contracts, rent contracts and deeds and other conveyances effecting any of our said property, which we inherited from Daisy K. Hoffman ⁱⁿ / any and / or all of the aforesaid counties in the State of Texas, and to accept for us, and in our names, receipt for any moneys, resulting from the rent or sale of any of our said property in any of said counties in said state, and in general to do and perform all such other matters and things of every kind and character as may be necessary and expedient for the sale or rent of any of our said properties in any of said counties and for the purpose of carrying out the objects above mentioned; and we do hereby ratify and confirm all that he the said Paul Keller Hoffman, as our said agent, may do in said premises.

WITNESS OUR HANDS AND SEALS, at Texarkana, Arkansas, this 18th day of February, 1928.

HARRY D. HOFFMAN (SEAL)

PHYLLIS HOFFMAN (SEAL)

STATE OF ARKANSAS)
)
COUNTY OF MILLER)

BE IT REMEMBERED, That on this day, came before the undersigned, a Notary Public, in and for the county and state aforesaid, duly commissioned and acting, Phyllis Hoffman and Harry D. Hoffman, both to me personally well known to be the parties who signed the foregoing power of Attorney and stated and acknowledged to me that they had executed the said Power of Attorney for the uses, consideration and purposes therein mentioned, contained and set forth.

WITNESS my hand and seal as such Notary Public, on this 18th day of February, 1928.

(Notarial Seal: Miller
County, Ark.)
My commission expires:

July 18th, 1931.

Guy H. Lambeth,
Notary Public, Miller Co. Arkansas.

Filed for Record Feb. 23, 1928 at 4:50 P.M. | W.D. GREET, County Clerk
And Recorded Feb. 25, 1928 at 2:40 P.M. | By Iva Cochran, Deputy

THE STATE OF TEXAS

COUNTY OF EL PASO.

I, W. D. GREET, Clerk of the County Court of El Paso County, Texas, do hereby certify that the foregoing is a true and correct copy of the Power of Attorney, appointing Paul Keller Hoffman, agent and attorney in fact for Harry D. and Phyllis Hoffman, dated the 18th day of February, A.D. 1928, as the same appears of record in Book 488, page 403 of the Deed Records of said County.

GIVEN under my hand and seal of said court, at office in El Paso, Texas, this 27th day of Feb. A.D. 1928.

W. D. GREET,
Clerk County Court,
El Paso County, Texas.

By Iva Cochran
Deputy

nor as an assumption of the same by the United States.

7. The Vendor may retain possession of said premises until notwithstanding early delivery of the deed as herein provided, and may harvest and retain the crops thereon until 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 terminate by limitation at the expiration of 3 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.

Witnesses:___.

Feb. 25, 1928.

THE UNITED STATES OF AMERICA.

By L. R. Flock 2/25/28
Acting Superintendent U.S.R.S.

Book 493 PAGE 211

P.O.Address ____.

Harry Drew Hoffman,
Vendor.

P.O.Address ____.

Phyllis Hoffman,
Vendor.

P.O.Address ____.

By Paul Keller Hoffman,
Atty in Fact.

P.O.Address ____.

Paul Keller Hoffman,
Texarkana, Ark.

Approved ____ (Date) ____ 192__.

STATE OF TEXAS)
ss

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

COUNTY OF EL PASO)

(a) I, Geo. W. Hoadley, a Notary Public in and for said county, in the State
aforesaid, do hereby certify that Paul Keller Hoffman, Attorney in fact for Harry Drew Hoffma
and Phyllis Hoffman, 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 he
signed, sealed, and delivered said instrument of writing as his 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 exami-
nation 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 24th day of February, 1928.

Seal.
(Notarial Seal: County of El Paso, Texas.)

Geo. W. Hoadley,
My Commission Expires June 1, 19

Filed for record Feb. 29, 1928 at 1:31 P.M.)
And Recorded Mar. 24, 1928 at 1:12 P.M.)

W. D. Greet, County Clerk.
By *W. D. Greet*, Deputy.

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RELEASE DEED OF TRUST LIEN.

THE STATE OF TEXAS)

COUNTY OF EL PASO)

WHEREAS, heretofore, to wit: on the 12th day of July, 1926, C.C. Bridgford and
wife, Eva Bridgford, did make, execute, acknowledge and deliver to J.M. Pollard, Trustee for
the First National Bank of El Paso, Texas, a certain Deed of Trust, the substance of which is as follows:

Thence South forty three degrees three minutes forty five seconds ($43^{\circ} 03' 45''$) East two hundred eighty nine and eighteen hundredths (289.18) feet to a point on the easterly line of Survey 251 and from which point the northeast corner Section thirteen (13) bears North sixty three degrees fifteen minutes twenty two seconds ($63^{\circ} 15' 22''$) East three thousand four hundred nineteen and seventy seven hundredths (3419.77) feet; Thence South thirteen degrees thirty three minutes thirty seconds ($13^{\circ} 33' 30''$) West one hundred forty three and seventy one hundredths (143.71) feet along the easterly line of Survey No. 251 to a point from which the Southeast corner of Survey 251 bears South thirteen degrees thirty three minutes thirty seconds ($13^{\circ} 33' 30''$) West four hundred seventy eight and fourteen hundredths (478.14) feet; Thence North forty three degrees three minutes forty five seconds ($43^{\circ} 03' 45''$) West six hundred twenty six and sixty one (626.61) feet to point of beginning, said tract containing one and twenty six hundredths (1.26) acres more or less.

Tract No. 3. Beginning at a point on the southerly line of said Survey 251 and from which point the northeast corner of said Section thirteen (13) bears North sixty five degrees forty two minutes fourteen seconds ($65^{\circ} 42' 14''$) East four thousand three hundred ninety eight and forty seven hundredths (4398.47) feet and the southwest corner of Survey 251 bears North sixty seven degrees thirty five minutes thirty seconds ($67^{\circ} 35' 30''$) West three hundred twenty nine and thirty four hundredths (329.34) feet; Thence North eighty two degrees twelve minutes fifteen seconds ($82^{\circ} 12' 15''$) East nine hundred twenty eight and fifty nine hundredths (928.59) feet to a point on the easterly line of Survey 251; Thence along the easterly line of Survey 251 South thirteen degrees thirty three minutes thirty seconds ($13^{\circ} 33' 30''$) West two hundred fifty seven and sixty nine hundredths (257.69) feet to a point from which the northeast corner Section thirteen (13) bears North fifty eight degrees twenty six minutes twenty nine seconds ($58^{\circ} 26' 29''$) East three thousand six hundred ninety five and eighty nine (3659.89) feet and the Southeast corner of Survey 251 bears South thirteen degrees thirty three minutes thirty seconds ($13^{\circ} 33' 30''$) West two hundred fifteen and ten hundredths (215.10) feet; Thence South eighty two degrees twelve minutes fifteen seconds ($82^{\circ} 12' 15''$) West four hundred twenty two and forty seven hundredths (422.47) feet to a point on the southerly line of Survey 251; Thence along said line North sixty seven degrees thirty five minutes thirty seconds ($67^{\circ} 35' 30''$) West four hundred seventy seven and five hundredths (477.05) feet to point of beginning, said tract containing three and seventy two hundredths (3.72) acres more or less.

4. The Vendor further agrees to procure and have recorded at his own cost all assurances of title and affidavits which he may be advised by the proper Government officials are necessary and proper to show complete title in fee simple unincumbered, and the time spent in procuring, recording, and transmitting the same to the officer acting on behalf of the United States (and in furnishing or securing abstract of title) shall be added to the time limit of this agreement.

5. In consideration whereof, the United States agrees that it will purchase said property on the terms herein expressed, and upon execution and delivery of the deed provided in article 2 and the signing of the usual Government vouchers therefor, and their further approval by the proper Government officials, it will cause to be paid to the Vendor as full purchase price and full payment for all damages for entry upon the above described land and the construction, operation and maintenance of reclamation works under said act, the sum of One Hundred Twenty Six and no/100 Dollars (\$126.00), 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 release the land from any lien or incumbrance against this agreement.

A G R E E M E N T.

ORIGINAL.

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DEPARTMENT OF THE INTERIOR.

UNITED STATES RECLAMATION SERVICE.

Rio Grande Project, New Mexico, Texas.

THIS AGREEMENT, made February 24th, 1928, 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, Bureau of Reclamation thereunto duly authorized, and subject to the approval of the proper supervisory officer of the United States Bureau of Reclamation, and Harry Drew Hoffman, and Phyllis Hoffman, feme sole, and Paul Keller Hoffman of Texarkana, County of _____ State of Arkansas, hereinafter styled Vendor, their heirs, executors, administrators, successors and assigns. (P.O. Address)

WITNESSETH: The parties covenant and agree that:

2. 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, covenant against grantor, or quitclaim) deed convey to the United States of America free of lien or incumbrance the following described real estate which is their (homestead, community, separate) property situated in the County of _____ State of Texas, to wit:

Three tracts of land approximately three fifths (3/5) of a mile southwest of the Catholic Church in the town of Socorro, El Paso County, Texas, in the Northwest quarter (NW $\frac{1}{4}$) of Section thirteen (13) Township thirty two (32) South, Range Six (6) East, United States Bureau of Reclamation Survey and being also in Survey 251 of the Socorro Grant and more particularly described as follows:

Tract No. 1. BEGINNING at a point the northeast corner of Survey 251 Socorro Grant and from which point the northeast corner of said Section thirteen (13) bears North sixty four degrees fifty two minutes East three thousand three hundred forty one and forty three hundredths feet (N 64° 52' E. 3341.43 ft.); THENCE South thirteen degrees thirty three minutes thirty seconds (13° 33' 30") West fifty one and thirty hun. (51.30) feet along the easterly line of said Survey 251; Thence North forty three degrees three minutes forty five seconds (43° 3' 45") West one hundred twenty and forty six hundredths (120.46) feet to a point on the northerly line of Survey 251 and from which point the northeast corner said Section thirteen (13) bears North sixty six degrees seven minutes nine seconds (66° 07' 09") East three thousand four hundred eleven and thirty nine hundredths (3411.39) feet; Thence South sixty seven degrees fifty eight minutes thirty seconds (67° 58' 30") East one hundred one and seventy hundredths (101.70) feet along the northerly line of said Survey 251 to the point of beginning, said tract containing six hundredths (0.06) acre more or less.

Tract No. 2. Beginning at a point in the northerly line of Survey 251 Socorro Grant and from which point the northeast corner said Section thirteen (13) bears North seventy degrees fifty minutes fifty nine seconds (70° 50' 59") East three thousand seven hundred twenty one and forty two hundredths (3721.42) feet and the Northwest corner of said Survey 251 bears North sixty seven degrees fifty eight minutes thirty seconds (67° 58' 30") West five hundred sixty seven and thirty eight hundredths (567.38) feet; Thence along the northerly line of Survey 251 South sixty seven degrees fifty eight minutes thirty seconds