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THE STATE OF TEXAS,  COUNTY OF EL PASO.	BEFORE ME,
	in and for El Paso County, Texas,
on this day personally appeared property D. Hoffman and Phylin Book 488, page 403, Deed E.	aul Keller Hoffman, individually and as attorney in fact lis Hoffman, a feme sole, under power of attorney of record scords of El Pass County, Texas, known to me to be the person whose name
subscribed to the foregoing instrument purposes and consideration-Werein exp	nt, and acknowledged to me that he executed the same for the pressed.
Given under my hand and sedl of	office, this 29th day of February A. D. 1928.  Geo. W. Hoadley
	Notary Public.
THE STATE OF TEXAS,	
COUNTY OF EL PASO.	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
그는 그는 사람들은 사람들은 그 경우를 살아왔다면서 하고 있다. 그는 생각하는 그를 가지하는 바람에게 가는 사람이 가는 사람이 가지 않는 것이다. 나는	ing been examined by me privily and apant from her husband, and having
	she, the said acknowledged such declared that she had willingly signed the same for the purposes and -
consideration therein expressed; and the	that she did not zvish to retract it:  office, this 3444 A.D. 192
Given under my nand and seal of	0] rice; rms. 22 day. 0] A. D. 192
TINE OF AFE OF THE VAC	Certificate of Filing.
THE STATE OF TEXAS, COUNTY OF ELPASO.	MACK是一种,我们是一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个一个
	the above instrument of writing, dated on the
this duy of the	, A. D. 192, at o'clock
	day of , , A. D. 192 , at o'clock M.  ume on Pages
그 그 어느 그 없는데 하는 그는 그런 사람이 사람들이 되면 뭐 하고 있는데 어떤 때문에서 되는데, 그래요?	he County Court of said County, at office El Paso, Texas, the day and
year last above wirtten.	
	Clerk, County Court, El Paso County, Texas.
Ī	ByDeputy.
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	owledgm  M.  Deputy, T.  Deputy
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THE STATE OF TEXAS.

County of El Paso.

# The last is not interest to be an agreement of KNOW ALL MEN BY THESE PRESENTS: ta feme sole

Paul Keller Hoffman.

# Herry Drew Hoffman, Phyllis Hoffman, and Paul Keller Hoffman,

				DOLLAR
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Febr	imesses at Request of Grantor	Harry D	rew Hoffman, Phylli	s Hoffman,
and the second		By Pa	ul Keller Hoffman,	λ ,
			ttorney in Fact,	

Harry Drew l	Hoffman, Phyllis Hoffman
of the County of El Pasc	o, State of Texas, in consider (\$126.00) and no/100
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lia <b>ya</b> Granted, Sol	d and Conveyed, and by these
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of the County of	Pago and State
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WARRANTY DEED, SINGLE AND WIFE'S SEPARATE ACKNOWLEDGMEN.

THE STATE OF TEXAS,

This land is not intered to I found an agreement to Express. KNOW ALL MEN BY THESE PRÉSENTS:

County of En 1	7 77 3
	a feme sole
marry	Drew Hoffman, Phyllis Hoffman, and Paul Keller Hoffman,
f the County of	El Paso, State of Texas, in consideration of the sum of
them them	hand paid by the United States of America
	the receipt of which is hereby acknowledged
ia. <b>40</b> Grant	ted, Sold and Conveyed, and by these presents doGrant, Sell and Convey unto the said
	United States of America
of the County of	f El Paso and State of Texas , all that certain
tract or parcel of	f land, lying in the County of El Paso and State of Texas and more particularly described as
of the Cathol quarter (NW4) East, United Socorro Grant Socorro Grant bears North some and forth degrees third hundred that three degrees forty-six hur from which posix degrees to elected and tract of said tract of said tract of the said tract of	Three tracts of land approximately three-fifths (3/5) of a mile southwest its Church in the town of Socorro, El Pase County, Texas, in the northwest of Section thirteen (13) Township thirty—two (32) South, Range Six (6) States Bureau of Reclamation Survey and being also in Survey 251 of the t and more particularly described as follows:  Tract No. 1 — Beginning at a point the northeast corner of Survey 251 t and from which point the northeast corner of said Section thirteen (13) sixty—four degrees fifty—two minutes East three thousand three hundred for ty—three hundredths feet (N.64°52', E.3541.43 ft.); thence south thirteen ty—three minutes thirty seconds (13°33'30") West fifty—one and thirty (51.30) feet along the easterly line of said Survey 251; thence North forty—a three minutes forty—five seconds (45°5'45") west one hundred twenty and coint the northeast corner said Section thirteen (13) bears north sixty—seven minutes nine seconds (66°07'09") East three thousand four hundred hirty-nine hundredths (3411.39) feet; thence South sixty—seven degrees fifth thirty seconds (67°58' 30") East one hundred one and seventy hundredths talong the northerly line of said Survey 251 to the point of beginning, ontaining six hundredths (0.06) acre more or less.
	Tract No. 2 -Beginning at a point in the northerly line of Survey 251

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 mimites 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 chim test thirty seconds (67°58°30") Best two ar. bundred eighty-four and eighty-eight hundredths (284.88) feet; thence south forty-three degrees three minutes forty-five seconds (43903.45"). 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 two seconds (63915.22") east three thousand four hundred nineteen and seventy-seven hundredths (3419.77) feet; thence South thirteen degrees thirty-three minutes thirty seconds (13935.50") west one hundred forty-three and seventy-one hundredths (145.71) feet along the easterly line of Survey No. 251 to a point from which the southeast corner of Survey 251 bears South 251 to a point from which the southeast corner of Survey 251 bears South thirteen degrees thirty-three minutes thirty seconds (13°35°30") west four of hundred seventy-eight and fourteen hundredths (478.14) feet; thence North forty-three degrees three minutes forty-five seconds (45.03.45") 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 hundreths (4398.47) feet and the southwest comer of Survey 251 bears North sixty-seven degrees thirty-five mimites thirty seconds (67°55°50") West three hundred twenty-nine and thirty-four hundredths (529.54) feet; thence north eighty-two degrees twelve mimites fifteen seconds (82°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 mimates 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 fiftyeight degrees twenty-six minutes twenty-nine seconds (58° 26° 29") East th ee 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°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 mutherly 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.

## CERTIFICATE BY PROJECT SUPERINTENDENT

I hereby certify that the land described in attached land purchase contract dated February 24, 1928, between the United Paul Keller Hoffman States of America and Harry Drew 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, \$126.00, 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

Jeo. W. Hoodley

Bureau of Reclamation.

nate by limitation at the expiration of 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.

By Z 5/2 Vendor.
Harry Drow Hoffman 160 Vendor.
Locality of pred toring the total series of Vendor.
Throng to me the same
Phyllis Heffman
contribut fout Fellow Follow, Acudor.
Paul Keller Hoffman
of the transfer to the first property in Conservation of the purp
P. O. Address
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Tract No. 2 - Beginning at a point in the northerly line of Survey 251 Socorre Grent 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 (5721.42) feet and the northwest corner of said Survey 251 bears North sixty-seven degrees fifty-eight minutes thirty seconds (67° 58' 50") 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 (42° 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 sixtythree 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° 55° 50") West four hundred seventy-eight and fourteen hundredths (478.14) feet; thence North forty-three degrees three minutes forty-five seconds (430 03 45") West six hundred by six and sixty-one (626.61) feet to point of beginning, said tract containing as 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 (4398.43) feet and the southwest corner of Survey 251 bears 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 (820 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 eastly line of Survey 251 South thirteen degrees thirty-three minutes thirty seconds (15° 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 thimeen degrees thirty-three minutes thirty seconds (13° 35° 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 thirtyfive minutes thirty seconds (67° 35 50") West four hundred seventyseven and five hundredths (477.05) feet to point of beginning, said tract containthree and seventy-two hundredths (3.72) acres more or less.

notwithstanding current donner, or one document more provided, that may have one which receive the erept

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-

Form 7-281 (Revised Dec., 1920) (Reprint July, 1923)

# 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 Harry Drew Hoffman, Phyllis Hoffman and Paul Keller Hoffman

, 1928, with

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 and as an increase at the

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

7-523t NOTE:- Power of Attorney is attached to contract with Harry Drew Hoffman,  August, 1927  Phyllis Hoffman and Paul Keller Hoffman dated February 24,1928 for \$  DEPARTMENT OF THE INTERIOR  148.75
5. EXCEPTIONS.—Where measy is replied Change on the commissioner, and not to the General Accounting Unice, and a copy of same for the commissioner is red required. Where a contract does not relate specifically to a project, or where for any reason a fight contracts is not kept in the COMMISSIONED, the copies of papers described in paragraphs, 2 and 3 are BREEN OF SECLEMENTON.
and bond, if any, and a copy of the form, the terms are the remaining papers for construction. In the other and the two papers, the form, and in accorden <b>SECOLD</b> "OF'S EXECOLION OF CONTESS." In the contract and filling in the form, retains a copy of the construct, and then the office discontinuous papers. The office executing the contract (other than the project office, the office in charge of secondary investigations, or the Denver office, when the contract is any executed thems undiffered the effects is cleared as the form by relative of copies of the form.
1. DISEOSILION OF COMPLETOR VALUE ROWN - the office in which the contract originates repairs a result of the contract of the c
(c) For contracts originating in the office of district counsel, five (δ) impressions shall be made, to wit: (α) Original for General Accounting teaching implies the first of the first counsel. Addition but bose av karious accountation that contractor.
(b) Singladia sequired in connection with a constant under subparagraph (a), five (5) impressions shall be made, to wit: (a) Original for General Accounting Office. (b) course for contract to perfect the Connection of the Lie Large of the made if desired superintending the configuration of contract to pe distant Chief Engineer at Denner. Smbellinfed including Apples Of execution of contract to pe distant Chief Engineer at Denner. Smbellinfed including Apples Of execution of contract to pe distant Chief Engineer at Denner.
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conforiginal sanguages of coordination in the project office of consorting the condary investigations, as the case may be, and district coundificinal sanguages of coordinations of secondary investigations, and executed in Washington, there shall be propered original and six copies forced as the rate may copy for commissioner. (b) copy for superintendent, or engineer in charge of secondary investigations, as the case may confine to secondary investigations, as the case may additional copies for return by Washington office to separate the contract of secondary investigations, as the case may abbroard; partities of secondary investigations, as the case may contract opies for return by Washington office to separate the contract opies of secondary investigations, as the case may subbroard; partities of secondary investigations, as the case may subbroard; partities of secondary investigations, as the case may subbroard; partities of secondary investigations, as the case may subbroard; partities of secondary investigations, as the case may subbroard; partities of secondary investigations, as the case may subbroard; of secondary investigations, and district in charge of secondary investigations, as the case may subbroard; of secondary investigations, and district in charge of secondary investigations, and district in charge of secondary investigations, and descriptions in the case of secondary investigations,
(a) For contracts prepared and executed in the project when or where of unkneed in thursy of secondary chieffed and executed in the project when or where of secondary investigations are in the secondary investigation and the contract of the secondary investigation and the descriped contract. And (b) Tor confided property the property of the propert
OLIGINATESING. This foodies of pourtaets of transmittal, and furnishes a record, on a single sheet, for each interested offic Outding in a payor interested to the Outding in the field.  Incrositions in contracts are climinated, and contracts bear but one signature on the part of the United States. A contract is signed on behalf of the United States only by the office in which the contract is ascented, except as to contracts made by district counsel and number are to be inserted by the office in which the contract is executed, except as to contracts made by district counsel and engineers in charge of secondary investigations, when the symbol and number are to be inserted by the Denver office. Where it is outline sughtting the graduit transmitting to for the washingtour olliced contract setming to the cost thereof shall be given under them as "Out this equation to that effect, with request for refpended egological Dafe "Remarks."  Sammers or contract statement to that effect, with request for refpended by the office is which the contract originates as follows:
Washington, D. C., Date

----, Commissioner.

6--7416

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. 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.

Kery truly yours,

Enclosure: Blue Print H.J.S.Devries. District Counsel. Mr. Paul Keller Hoffman, Texarkana, Arkansas.

Dear Mr. Hoffman:

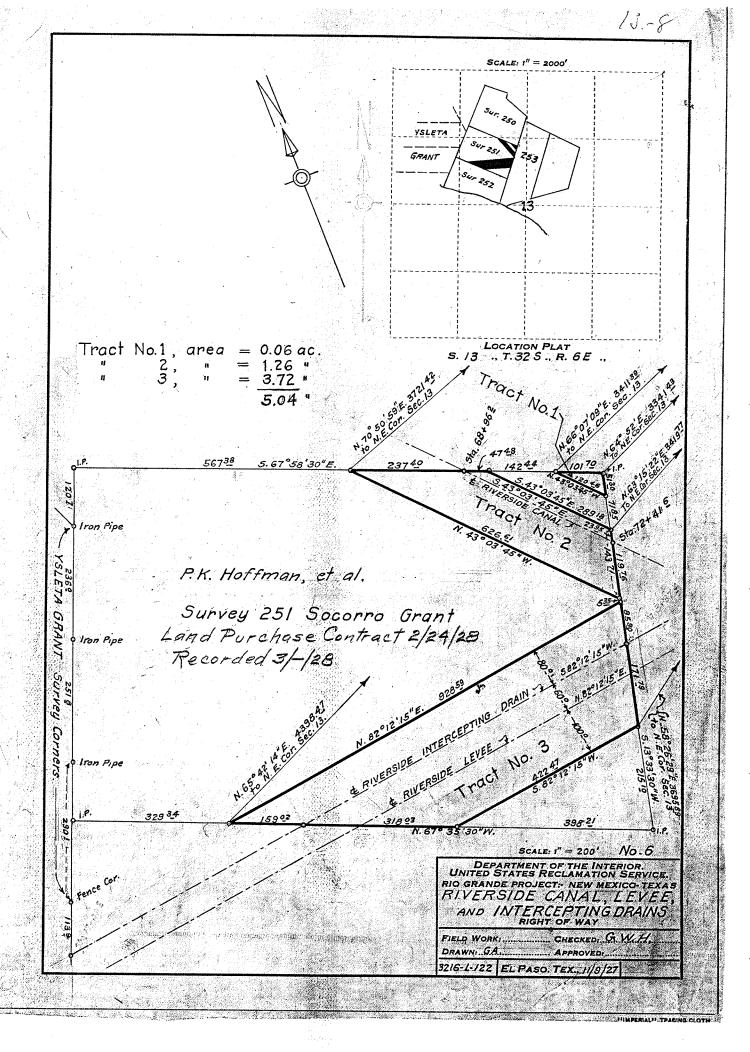
Reference is again made to your two land purchase contracts with the United States dated February 24, 1928.

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.



KNOW ALL MEN BY THESE PRESENTS:

THAT WE, Harry D. Hoffman and Phyllis Hoffman, two of the three children, and sole hexirs 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, Baisy 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  $\neq$  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.)

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

My commission expires:

July 18th 1981.

37

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 Loa Cochran Deputy nor as an assumption of the same by the United States.

- 7. The Vendor may retain possession of said premises until notwithstanding earli 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 unre stricted access to survey for and construct reclamation works, telephone, andelectrical 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 firs above written.

Witnesses: .

THE UNITED STATES OF AMERICA. By L. R. Fiock 2/25/28 Acting Superintendent U.S.R.S. 2/25/28

Feb. 25, 1928.

# Book 493 PAGE 211

The second secon	The state of the s
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 conveyance of the kind of property described in
COUNTY OF EL PASO )	article 2 hereof.
(a) I, Geo. W. Hoadley, a Notar	y Public in and for said county, in the State
aforesaid, do hereby certify that Paul Kell	er Hoffman, Attorney in fact for Harry Drew Hoffma
	n to me to be the person whose name is subscribed
	e me this day in person and acknowledged that he
	nt of writing as his free and voluntary act, for
the uses and purposes therein set forth.	
(b) I further certify that I di	d examined the said _ separate and apart from her
	of the foregoing instrument, and upon that exami-
	y sign, seal, and acknowledge the same without any
coercion or complusion, and does not wish	
	al seal, this 24th day of February, 1928.
Seal.	Geo. W. Hoadley,
(Notarial Seal: County of El Paso, Texas.)	My Commission Expires June 1,1
(Notarial Seal. Soundy of El Paso, Texas.)	My Commission Expites one 1,1
Filed for record Feb. 29, 1928 at 1:31 P.M.	) W. D. Greet, County Clerk.
And Recorded Mar. 24, 1928 at 1:12 P.M.	
1 2 9 7 2.	
RELEASE DEED O	F TRUST LIEN.
	in the first section of the fi
THE STATE OF TEXAS )	

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

COUNTY OF EL PASO

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 th usand four hundred nineteen and seventy seven hundredths (3419.77) feet; Thence South thirteen degrees thirty three minutes thirty seconds (13° 35' 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 beast 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 degree 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 ninet; 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° 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 hundred twenty eight and fifty nine hundredths (928.59) feet to a point on the easterly line of Survey 251; Thence along the eastly 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 (3659.89) feet and the Southeast corner of Survey 251 bears South thirteen degrees thirty three minutes thirty seconds (13° 33' 30") West two hundred fifteen and ten hundredths (215.10) feet; Thence South eighty two degrees twelve minutes fifteen seconds (829 121 15") West four hundred twenty two and forty seven hundredths (422.47) feets 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.

- 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 limi 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

or lion of incumbrance as against this agreement.

#### AGREEMENT.

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ORIGINAL.

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. Ficek, 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 (P.O.Address) State of Arkansas, hereinafter styled Vendor, their heirs, executors, administrators, successors and assigns.

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, Pexas, in the Northwest quarter (NW1) 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 bection 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 burvey 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 (15) 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 (567.30) feet; Thence along the northerly line of Survey 251 South sixty seven degrees fifty eight minutes thirty seconds