

76

KING, RAYMOND, et. ux., Bertha M.

WARRANTY DEED

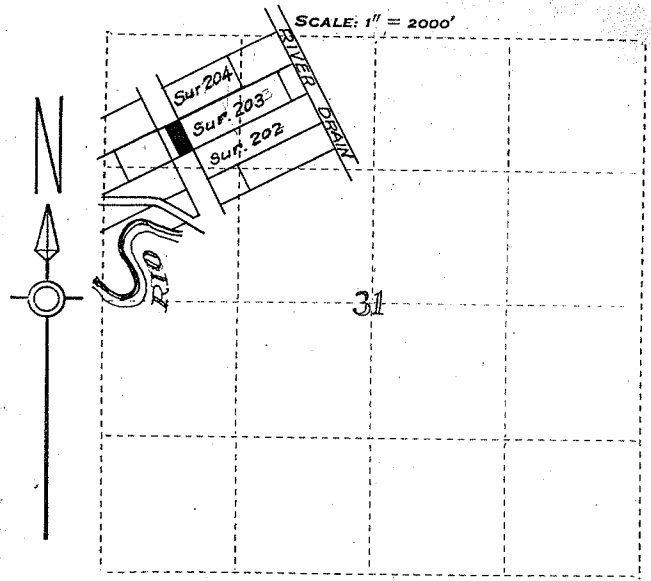
RIVERSIDE CANAL

183

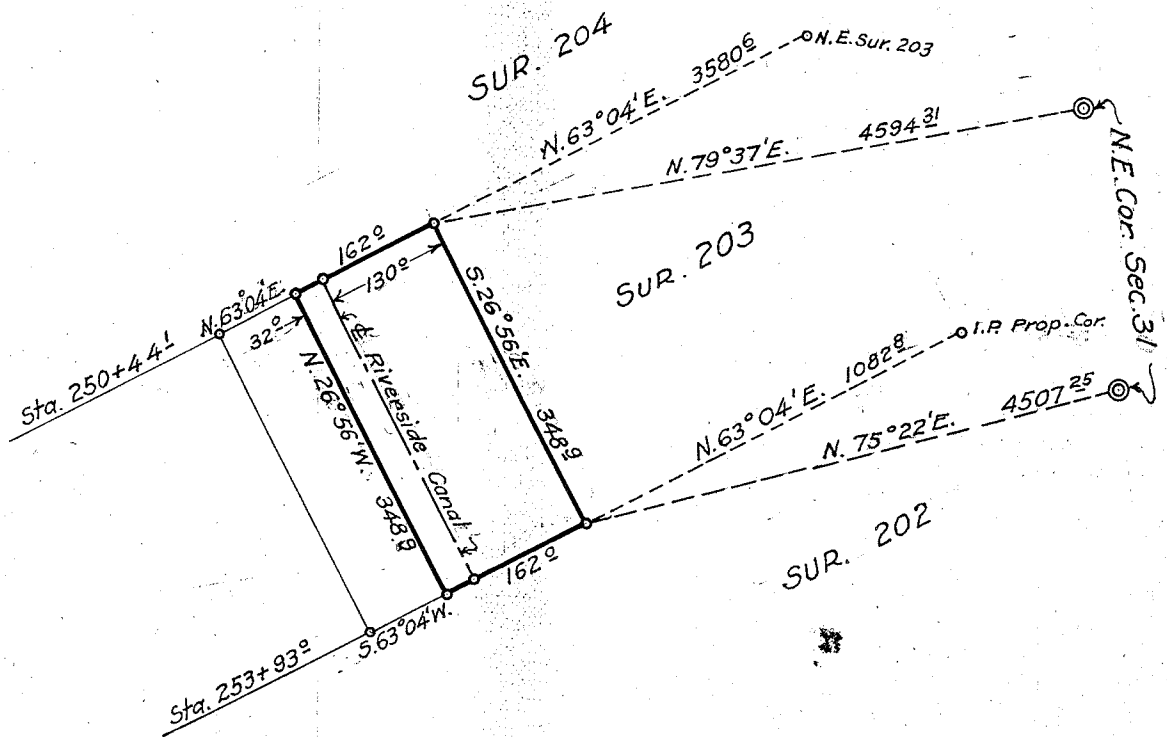
0023-6082-0043-00

16-(43) Texas

782



LOCATION PLAT  
S. 31 .. T. 32 S. .. R. 7 E. ..



SOCORRO GRANT  
SUR. 203 1.30 Ac. ✓  
Mrs Bertha May King.  
W.D. 4/13/29 Rec. 4/26/29  
BK 502 BK 466

SCALE: 1" = 200' 42 26

DEPARTMENT OF THE INTERIOR,  
UNITED STATES RECLAMATION SERVICE.  
RIO GRANDE PROJECT- NEW MEXICO- TEXAS  
RIVERSIDE CANAL & RIO  
INTERCEPTING DRAIN  
RIGHT OF WAY

FIELD WORK, F.H.N. CHECKED, G.W.H.,  
DRAWN, E.L.G., G.A. APPROVED, \_\_\_\_\_

3216-L-122 EL PASO, TEX., 9-29-28

28-19  
How IBC

DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

El Paso, Texas.

March 20th, 1929

HB

Returns Office,  
Interior Department,  
Washington, D. C.

Sirs:

Pursuant to the provisions of Section 3733, Revised Statutes, copies of the following mentioned contracts executed on the project for the week ending March 16th, 1929, are transmitted herewith for filing:

<u>Contractor</u>	<u>Date</u>	<u>Symbol No.</u>
✓ Rudolph and Clara Dindinger	October 15th, 1928	Il6r-306
✓ Manuel and Mariana Sambrano	January 18th, 1929	Il6r-305
Danl. B. and Francis R. Culberson and Bill and Elizabeth C. Royce	November 3rd, 1928	Il6r-284.

-----  
L.R. Flock

Acting Superintendent

- CC - Commissioner, Washington, D. C. (with copy of each above mentioned contracts and copy of letter of transmittal.)
- CC - Denver, Colorado (with copy of each of above mentioned contracts and copy of letter of transmittal.)

R. D. The Copy

## Owner's Application

No. \_\_\_\_\_

El Paso, Texas, 2 / 5 192 9

The undersigned hereby applies to the PIONEER ABSTRACT AND GUARANTEE  
TITLE COMPANY for a Guarantee Title Policy in its usual form, in the sum of  
\$ 65.00 upon the title to the lands hereinafter described.

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

Premium \$ \_\_\_\_\_  
Charges guaranteed by \_\_\_\_\_

No. Abs. Left |

Estate or interest to be guaranteed: **Fee simple free of liens and encumbrances**

Name of party to be guaranteed: **United States of America,**

Residence of party to be guaranteed: [Bureau of Reclamation] El Paso, Texas.

Occupation of party to be guaranteed:

Legal description of premises: See contract between U. S. and Raymond King et ux.

**Vacant or Improved:**

House number and street:

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

In possession of

Claiming under

By virtue of { Conveyance from  
Gift descent bequest

If by inheritance, give names of other descendants

Marriage relation of present owner	{	Married	
		Divorced	
		Widowed	

In whom is Record Title now vested	} Married ( Single	{ Name of Wife
		{ Name of Husband

Homestead? If not, what property is claimed as homestead?

Has property ever been occupied as homestead? \_\_\_\_\_ When? \_\_\_\_\_

Residence of present owner

Occupation of present owner

How to be conveyed **Warranty deed**

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

Any contract for improvements contemplated or entered into?

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

Mechanic's Lien on the premises 208 16

CERTIFICATE OF POSSESSION

I HEREBY CERTIFY that I have personally examined the land described in attached land purchase contract dated November 12, 1928, between The United States of America and Bertha May and Raymond King, 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 26th day of January, 1929.

Geo. W.oadley  
Junior Engineer.

CERTIFICATE BY PROJECT SUPERINTENDENT

I hereby certify that the land described in attached land purchase contract dated November 12, 1928, between The United States and Bertha May and Raymond King, 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, \$65.00, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

Dated at El Paso, Texas, this 26th day of January, 1929

L. R. Flock  
Acting Superintendent  
Bureau of Reclamation.

0-4570

## RECORD OF EXECUTION OF CONTRACT

6-7416 Commissioner

ABSTRACT OF AGREEMENT  
ADVERTISING—AWARD—FORM

No. 116r-283  
(Contract)  
Date 11/12, 19 28

Department of the Interior  
(Department or establishment)

Bureau of Reclamation  
(Bureau or office)

El Paso, Texas  
(Location)

ABSTRACT OF AGREEMENT

Bertha May and Raymond King

(Name of contractor)

Total amount, \$ 65.00

By Selves

Subject Purchase of land

Title Contractors

Contract period 11/12-28

Address Covington, Ky.

Appropriation Rio Grande Project, F.Y.1929

Contracting officer L.R.Flock, Acting Sup't.

Discount \_\_\_\_\_

Items \_\_\_\_\_

Quantity 1.30 acres

Unit price(s) \$50.00 per acre

Deliveries \_\_\_\_\_

Conditions \_\_\_\_\_

Payments to be made by Special Fiscal Agent L.S.Kennicott,

Deductions \_\_\_\_\_

Special requirements:

Damages, actual \_\_\_\_\_

Damages, liquidated \_\_\_\_\_

Other \_\_\_\_\_

Remarks \_\_\_\_\_

METHOD OF OR ABSENCE OF ADVERTISING

(Section 3709 of the Revised Statutes)

1. After advertising in newspapers.
2. After advertising by circular letters sent to \_\_\_\_\_ dealers and by notices posted in public places.
3. Without advertising, under an exigency of the service which existed prior to the order and would not admit of the delay incident to advertising.
4. Without advertising, in accordance with \_\_\_\_\_

5. Without advertising, it being impracticable to secure competition because of \* \_\_\_\_\_

\*See NOTE 1 on reverse hereof.



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 **November 12, 1928**, 192 , with  
**Mrs. Bertha May King et vir Raymond King**

1. State purpose for which the land is required.

**Riverside Canal**

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

**1.30 acres fully described in contract dated 11/12-28**

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.

**Mrs. Bertha May King, Old Kentucky Inn, Madison Pike, Covington, Ky.**  
**Raymond King " " "**

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.

**Yes.**

El Paso, Texas, April 30, 1929.

From: District Counsel

To: Superintendent, Rio Grande project, El Paso, Texas.

Subject: Acquisition of land - Opinion of title to land described in contract dated November 12, 1928 with Raymond King, and Bertha May King, his wife, area 1.5 acres; consideration \$65.00 for Riverside Canal - Rio Grande project.

1. Title to the land described in the above named contract now appears to be satisfactorily vested in fee simple in the United States free of liens and encumbrances as shown in certificate of guarantee of title No. C/6052 of the Pioneer Abstract & Guarantee Title Company dated April 23, 1929.

2. Taxes under the Texas law become a lien January 1 of the year in which levy and assessment is made. All prior taxes have been paid and the taxing officials have not as yet completed levy and assessments for the year 1929 and the latter may accordingly be disregarded.

3. There may accordingly be paid to the grantors the consideration named in the contract of \$65.00. There are transmitted herewith original and two copies of deed, certificate of guarantee of title, and tax certificates.

- - - - -

H. J. S. Devries,

cc- Denver  
Washington

# El Paso County Water Improvement District No. 1

## Collector's Certificate

El Paso, Texas, April 25, 1929

This is to certify that all charges due El Paso County Water Improvement District No. 1, on property assessed to B. N. Jones and described as Butte May King

MAP NO.	ABS. NO.	SUR. NO.	GRANTOR	LOT	BLK.	SUBDIVISION	TOTAL ACREAGE
18.15.5	216	2011	Doc.				14.94

have been paid to and including the year 1928, ~~except the following items.~~

YEAR	CONSTRUCTION REPAYMENT	PENALTY AND INTEREST	TOTAL	MAINTENANCE AND OPERATION	PENALTY AND INTEREST	TOTAL	TOTAL FOR YEAR
							\$

ELLIS BROS.

Signed

Green D. Hill  
ASSESSOR AND COLLECTOR

EL PASO COUNTY WATER IMPROVEMENT DISTRICT NO. 1

Mrs. Bradley  
Box 256 Madison Pk.  
Covington, Ky.  
Apr. 12, 1929.

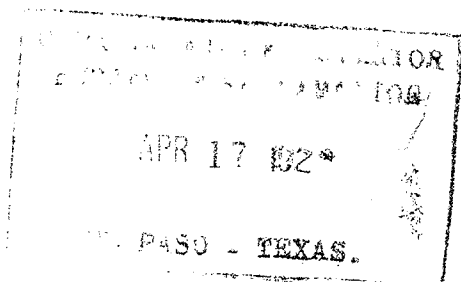
Dept. of Interior  
Bureau of Reclamation.  
El Paso, Texas,  
Dear Sir:

The lien for water  
taxes to El Paso County Water  
Improvement District No. 1 has  
been paid.

I enclose the deed which  
has been signed.

Yours very truly,

Mrs. Bertha M. King.  
(nee Bertha May Jones)



El Paso, Texas, March 25, 1929.

Mrs. Bertha M. King,  
Old Kentucky Inn,  
Madison Pike,  
Covington, Kentucky.

Dear Madam:

With reference to your contract dated November 12, 1928 with the United States for conveyance of 1.3 acres out of Survey 203, Socorro Grant, El Paso County, we beg to advise you that we will not be able to close up the transaction and make payment until the lien for water charges to the El Paso County Water Improvement District No. 1, for the year 1928 in the sum of \$227.40 has been removed by payment of the taxes. This is the amount now due according to the certificate of the tax collector for the water district and probably will be increased by addition of penalties and interest on the first of April, so it would doubtless be advisable for these charges to be paid as early as possible.

We enclose a deed which kindly execute before a Notary Public, together with Mr. King. In this connection your attention is invited to the Texas law which requires separate acknowledgement by the wife. Your acknowledgement should accordingly appear on the back of the deed under the blank headed "Wife's separate acknowledgement". If you will then return the deed, as soon as we are advised that the lien for water charges has been removed, we will procure a certificate of guarantee of title and place the matter in line for payment.

Very truly yours,

H. J. S. Devries,  
District Counsel.

El Paso, Texas, June 11, 1929

MAP NO.	ABS. NO.	SUR. NO.	GRANTOR	LOT	BLK.	SUBDIVISION	TOTAL ACREAGE
18.15-5	216	204	Doc				14.94

[illegible]

*Signed.*

**ASSESSOR AND COLLECTOR**

EL PASO COUNTY WATER IMPROVEMENT DISTRICT NO. 1

510  
PIONEER ABSTRACT & GUARANTEE TITLE CO.

EL PASO, TEXAS

TITLE DEPARTMENT

PRELIMINARY OPINION

IN REPLY PLEASE REFER TO

NO. 6165

EXAMINER BES.

March 6, 1929.

TO Bureau of Reclamation,  
Toltec Club Bldg.  
El Paso, Texas, (Attention: Mr. H. G. S. Devries)

IN RE: King - U. S. A.

PROPERTY: 1.3 acres, more or less, out of Survey #203, Socorro Grant, El Paso County, Texas, fully described in contract between Raymond King, et. ux, and U. S. A.

INSTRUMENTS EXAMINED: None.

RECORD TITLE IN: Bertha M. Jones,

SUBJECT TO:

TAXES: All taxes paid up to and including the year 1928, according to a certificate received.

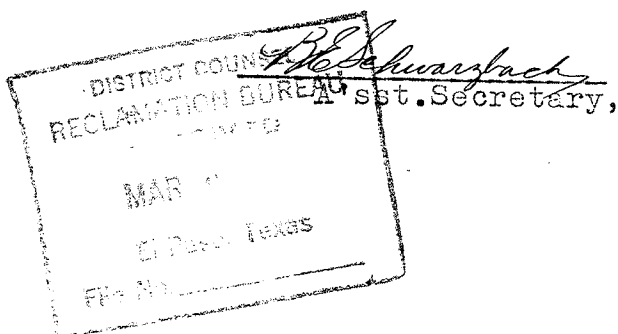
PAVING: No paving.

The property is unencumbered of record.

The title to the ten acres of land, of which the 1.3 acres if a part, stands of record in the name of Bertha M. Jones, and we presume that Bertha M. Jones, and Bertha May King is one and the same person, and that the said Bertha M. Jones, intermarried with Raymond King. If this is true, kindly insert a recitation in the warranty deed that Bertha May King, the wife of Raymond King is one and the same person as Bertha M. Jones.

Very truly yours,

BES:MF.



El Paso, Texas, September 25, 1928.

Mrs. Bertha M. Jones,  
Vacaville, California.

Dear Madam:

Reference is made to the requirement for acquisition by the United States of one and three tenths (1.3) acres out of Survey two hundred three (203), Socorro Grant, El Paso County, Texas, for the construction of the Riverside Canal and intercepting drain. We understand you are the record owner of the legal title to this land, which is shown in red on the enclosed plat.

You will note on plat that bridges will be provided over the intercepting drain and canal in order that your land may have access to the road that will be constructed on the right or south bank of the canal. This road will serve to give you access to the county road. Your tract of land is at present land locked without means of ingress and egress except through other properties.

You will also note that we have acquired sufficient additional right-of-way through the Wolcott, Brown and Dingdinger tracts to construct a ditch that will irrigate your tract, your tract at present having no means of obtaining water except at a great expense.

We will pay at the rate of fifty 00/100 (\$50.00) dollars per acre for the land required if you can convey a clear record title to this land, free of encumbrances or liens. Fifty dollars per acre is the price we are purchasing land of the same class as yours out of the tracts adjoining yours. We will in addition to paying you at the rate of fifty dollars per acre, also pay for the abstract or guaranty of title that will be required.

If you are in a position to accept this offer, or are not in a position to do so by reason of inability to make the necessary conveyance, please advise me, using the enclosed franked envelope which requires no postage.

Very truly yours,

L.R.Flock

Acting Superintendent.

Encl.:

Plat

Franked envelope.



DEPARTMENT OF INTERIOR  
BUREAU OF RECLAMATION  
RECEIVED  
NOV 2 1928

EL PASO - TEXAS.

U.S. Dept of Interior,  
Bureau of Reclamation  
El Paso, Texas

Old Kentucky Inn  
Madison <sup>Pike</sup> Ky.  
Covington, Ky.

Dear Sir:

I am the owner of tract 20:  
Socorro Grant. El Paso Texas and  
shall be very glad to sell you  
the one and one third acres you  
desire at fifty dollars an acre.  
I believe the taxes for 1928 have  
not been paid but everything else is  
clear. I shall attend to the taxes  
at once.

Yours very truly

Mrs. Bertha May King  
nee Miss Bertha May Jones

**Kentucky**  
**THE STATE OF TEXAS,**  
COUNTY OF **EL PASO,**  
**Garrard**  
**Notary Public**  
BEFORE ME, **Paul F. Morrow,**  
**Garrard**  
**El Paso County, Kentucky,**  
in and for **El Paso County, Texas,**  
on this day personally appeared **Raymond King**

known to me to be the person whose name is  
subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the  
purposes and consideration therein expressed.

Given under my hand and seal of office, this **13th** day of **April** A. D. 19 **29**  
**Paul F. Morrow**

Wife's Separate Acknowledgment.

**Kentucky**  
**THE STATE OF TEXAS,**  
COUNTY OF **EL PASO,**  
**Garrard**  
**Notary Public**  
BEFORE ME, **Paul F. Morrow,**  
**Garrard**  
**El Paso County, Kentucky,**  
in and for **El Paso County, Texas,**  
on this day personally appeared **Bertha May King, who is the same person as Bertha May Jones,**  
**Raymond King** 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 **Bertha May King** 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 **13th** day of **April** A. D. 19 **29**  
**Paul F. Morrow**

Certificate of Filing.

**THE STATE OF TEXAS,**  
COUNTY OF **EL PASO.**  
I, **W. D. Greet** Clerk of the County Court  
of said County, do hereby certify that the above instrument of writing dated on the **13th**  
day of **April** A. D. 19 **29**, with its certificate of authentication, was filed for record in my office  
this **23rd** day of **April**, A. D. 19 **29**, at **4:00** o'clock **P.** M.  
and duly recorded the **26th** day of **April**, A. D. 19 **29**, at **3:25** o'clock **P.** M.  
in the records of said County, in Volume **502** on Pages **466**

Witness my hand and the seal of the County Court of said County, at office El Paso, Texas, the day and  
year last above written.

**W. D. Greet**  
Clerk, County Court, El Paso County, Texas.  
By **A. A. Osborne** Deputy.

Raymond King

Bertha May King,

United States of America

**WARRANTY DEED**

Single and Wife's Separate Acknowledgment

Filed for Record the **23rd**  
day of **April** 19 **29**, at **4**  
o'clock and **00** minutes **P.** M.

**W. D. Greet**  
Clerk County Court, El Paso County Tex.

By **Geo. H. Booth,** Deputy.

the contractor; thence North twenty-six (26) degrees, fifty-six (56) minutes West along the westerly line of the land of the contractor three hundred forty-eight and nine-tenths (348.9) feet to a point on the line between Surveys 203 and 204 Socorro Grant; thence North sixty-three (63) degrees, four (04) minutes East along said line between Surveys 203 and 204 Socorro Grant, one hundred sixty-two (162.0) feet to the point of beginning, said tract of land containing one and three-tenths (1.3) acres more or less as shown on Bureau of Reclamation Survey plat attached hereto and made a part hereof.

~~Provided, that if the Vendor fails or refuses to furnish such abstract of title within sixty days after notice that this contract has been approved, such abstract may be procured by the United States at the expense of the Vendor and the cost thereof deducted from the purchase price of said property. If the United States has available either a full or partial abstract of title, covering said property, the same shall be utilized under this contract without charge to the Vendor.~~

5. The Vendor shall procure and have recorded without cost to the United States all assurances of title and affidavits which the Vendor may be advised by the United States are necessary and proper to show in the Vendor complete fee simple unencumbered title to said property, and the time spent in procuring, recording, and transmitting the same to the United States, and in furnishing or securing abstract of title, shall be added to the time limit of this contract.

6. The United States shall purchase said property on the terms herein expressed, and upon execution and delivery of the deed provided in Article 3 and the signing of the usual Government vouchers therefor; and their further approval by the proper Government officials, it shall cause to be paid to the Vendor as full purchase price and full payment for all damages for entry upon the said property and the construction, operation, and maintenance of reclamation works thereon under said act, the sum of

Sixty-five million dollars

(\$ 65.00 ), by U. S. Treasury warrant or fiscal officer's check.

7. Liens or encumbrances existing against said property may, at the option of the United States, be removed at the time of conveyance by reserving from the purchase price the amount necessary, and discharging the same with the money so reserved, but this provision shall not be construed to authorize the incurrence of any lien or encumbrance as against this contract, nor as an assumption of the same by the United States.

8. The Vendor may retain possession of said property until Dec. 1, 1928 notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crop

thereon until Dec. 1, 1928; except that the proper officers and agents of the United States shall 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, free of any claim for damage or compensation on the part of the Vendor.

9. This contract shall become effective to bind the United States to purchase said property immediately upon its approval by the proper supervisory officer of the Bureau of Reclamation, and shall terminate by limitation at the expiration of six months from its date, unless extended as above provided, and shall inure to the benefit of and be binding upon the heirs, executors, administrators, and assigns of the Vendor, and the successors and assigns of the United States.

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. The Vendor warrants that the Vendor has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business with others than the Government.

12. 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. R. Flock  
Acting Superintendent, Bureau of Reclamation.

JAN 26 1929

P. O. Address \_\_\_\_\_

Elizabeth R. Hegener

Bertha May King

Vendor.

P. O. Address Prov. Sav. Bk. & Tr. Co.

Cincinnati, Ohio.

Raymond King

Vendor.

P. O. Address \_\_\_\_\_

Phil Meyer

R

Vendor.

P. O. Address Prov. Sav. Bk. & Tr. Co.

P. O. Address Old Kentucky Inn,

Madison Pike,  
Covington, Ky.

Approved: Cin. Ohio.

(Date) \_\_\_\_\_, 192

PIONEER ABSTRACT & GUARANTEE TITLE CO.

EL PASO, TEXAS, April 23rd 1929

FEES \$

RECEIVED FOR RECORD THE FOLLOWING INSTRUMENT:  
NO. 26977A

Raymond Knightly Beck May King 125

United States

~~26977A~~ X W.D. 4:00 PM  
RETURN THIS RECEIPT

W. D. GREET, COUNTY CLERK

BY Geo H. Scott

DEPUTY