

ROYCE, WM., et. al. WARRANTY DEED RIVERSIDE CANAL (183

0023-0082-0047-00

16-(47) Texas

780

(Notarial Seal: Dona Ana County, N. M.)  
My com. exp. 9/18/39

Kenneth S. Barnhill  
Notary Public in and for  
Doña Ana County, New Mex.

THE STATE OF TEXAS I

COUNTY OF EL PASO I BEFORE ME, the undersigned authority, on this day personally appears Francis R. Culberson, a widow, individually and as Guardian of the estate of Johnnie Francis Culberson, a minor, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 18th day of November, A.D. 1936.

(Notarial Seal: County of El Paso, Texas)

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

Filed for record Nov. 20, 1936 at 4:35 P. M.) W. D. GREET, County Clerk

and recorded Nov. 23, 1936 at 10:15 A.M.) By *W. D. Greet* Deputy

9 4 7 4 2

WARRANTY DEED  
WARRANTY DEED

308

THE STATE OF TEXAS I

COUNTY OF EL PASO I

KNOW ALL MEN BY THESE PRESENTS: That we, E. B. Jones, T. B. Tibbitts and George L. Payne, School Trustees of the Smelter Union School District No. 123, do hereby

Royce, and Francis R. Culberson, acting individually and as Guardian of the estate of her daughter, Johnnie Frances Culberson, a minor, under appointment of the Probate Court of El Paso County, Texas, in Probate Proceeding No. 7429, wherein sale of the real estate herein after described was authorized July 21, 1936, and a sale thereof pursuant to such order was reported by the Guardian July 26, 1936, same being the sale consummated by this instrument, which sale was approved and confirmed by said court by order entered in said proceeding August 13, 1936, and by supplemental order of said court entered in said proceeding November 5, 1936, for and in consideration of the sum of Three Hundred Fifty-eight and Fifteen One Hundredths (\$358.15) Dollars cash to them in hand paid by the United States of America, 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 the following described tracts and parcels of land situate, lying and being in the State of Texas, County of El Paso, more particularly described as follows:

A tract of land lying and situate in El Paso County, Texas, and in the NE 1/4 of Section 31, Township 32, South, Range 7 East, Bureau of Reclamation Survey, being also within surveys 194, 196, 197, 198, 199 of the Socorro Grant and more particularly described as follows: BEGINNING at a point on the line between surveys 194 and 200, Socorro Grant and from which point an iron pipe bears N 63° 04' East 2805.87 feet and the NE corner Section 31, Township 32 South, Range 7 E bears N 63° 37' East 4307.51 feet; thence S 45° 04' East 359.61 feet; thence S 52° 59' E 359.61 feet; thence S. 56° 56' E 574.8 feet; thence S 37° 03' E. 291.10 feet to a point on the southerly line of Survey 195 Socorro Grant and from which point the SE corner Sec. 31, Township 32 South, Range 7 East bears S 48° 29' 30" E 3582.48 feet; thence S 73° 56' W along the southerly line of survey 195 Socorro Grant 235.0 feet; thence N. 43° 14' W. 129.19 feet; thence N 52° 22' W 189.19 feet; thence N 56° 56' W 550 feet; thence N 55° 24' W 633 feet to a point on the line between surveys 194 and 200 Socorro Grant; thence North 63° 04' E along the line between Surveys 194 and 200 Socorro Grant 337 feet to the point of beginning, said tract of land containing eight and thirty-five hundred (8.35) acres, more or less, all as shown on Bureau of Reclamation Survey plat of record in El Paso County, Texas.

TO HAVE AND TO HOLD and premises together with all and singular the rights and appurtenances thereto in anywise belonging unto the said The United States of America, its successors and assigns forever; and we do hereby bind ourselves, our heirs, executors, administrators and successors, to warrant and forever defend, all and singular, the said premises unto the said The United States of America, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS OUR HANDS this the 7th day of November, A. D. 1936.

Francis R. Culberson  
William Royce  
Elizabeth Royce

Francis R. Culberson  
Guardian of the Estate of  
Johnnie Frances Culberson, a Minor.

THE STATE OF NEW MEXICO

COUNTY OF DONA ANA.....] BEFORE ME, the undersigned authority, on this day personally appeared William Royce and Elizabeth Royce, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed; and the said Elizabeth Royce, wife of the said William Royce, having been examined by me privily and apart from her husband and having the same fully explained to her, she, the said Elizabeth Royce, 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.

J. Cooley, President of the City Mortgage Company, a corporation, and  
son whose name is subscribed to the foregoing instrument, and acknowledged to me that he exe-  
cuted the same as the act and deed of said corporation, as President thereof, and for the pur-  
poses and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 19th day of November, A.D.

1936.

(Notarial Seal: County of El Paso, Texas)

Eleanor C. Ranck  
Notary Public,  
El Paso County, Texas.

Filed for record Nov. 20, 1936 at 2:32 P. M.) W. D. GREET, County Clerk

and recorded Nov. 23, 1936 at 9:45 A. M.) By *U. A. Ophardt* Deputy

9 4 7 2 1

*Book 617 Page 257*

WARRANTY DEED

THE STATE OF TEXAS)

COUNTY OF EL PASO )

KNOW ALL MEN BY THESE PRESENTS: That we, William Royce and wife, Elizabeth

# CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Texas  
COUNTY OF El Paso

ss:

Strike out (b) in case the law does not require examination of wife apart from her husband in conveyance of the kind of property described in Article 3 hereof.

(a) I, Geol. W. Hoadley, a Notary Public  
in and for said county, in the State aforesaid, do hereby certify that

# CERTIFICATE OF ACKNOWLEDGMENT

STATE OF New Mexico  
COUNTY OF Gundalupe

ss:

Strike out (b) in case the law does not require examination of wife apart from her husband in conveyance of the kind of property described in Article 3 hereof.

(a) I, A. J. Irving, a Notary Public  
in and for said county, in the State aforesaid, do hereby certify that Bill Royce and  
Elizabeth C. Royce, his wife

who are personally known to me to be the person s whose names are 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 examination she declares that she did voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and does not wish to retract the same. November

Given under my hand and official seal, this 26th day of November, 1929

[SEAL]

A. J. Irving

My commission expires 2/8-29 Notary Public

COUNTY OF El Paso

ss:

(Execute only on Returns Office copy)

I do solemnly swear (or affirm) that the copy of contract hereto annexed is an original of a contract made by me, personally, with Dani. B. Culberson and Francis R. Culberson that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or advantage corruptly to the said Dani. B. Culberson and Francis R. Culberson and Bill Royce and Elizabeth C. Royce, or to any other person or persons; and that the papers accompanying include all those relating to the said contract, as required by the statute in such case made and provided.

L. R. Flock

Acting Superintendent Bureau of Reclamation.

Subscribed and sworn to before me at El Paso, Texas

this 26th day of January, A. D. 1929

Geo. W. Hoadley

[OFFICIAL SEAL]

My commission expires 6/1-29

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.

3

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

Superintendent, Bureau of Reclamation.

Acting

JAN 26 1929

P. O. Address

Dani. B. Culbertson

Vendor.

P. O. Address

Francis R. Culbertson  
Isleta, Texas

Bill Royce

Vendor.

P. O. Address

Elizabeth C. Royce

Vendor.

P. O. Address

P. O. Address Santa Rosa, N.M.

Approved:

(Date)

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4. Upon receipt of notice that this contract has been approved on behalf of the Bureau of Reclamation, the Vendor shall, without cost to the United States, furnish a complete abstract of the survey which shall show the location of the property, the line of survey, the point of the Southeast corner of Section thirty-one (31) Township thirty-two (32) South Range seven (7) East, bears South forty-eight (48°) degrees twenty-nine (29') minutes thirty (30) seconds East three thousand five hundred eighty-nine (3589.43) feet; thence South seventy-three (73°) degrees twenty-five (25') minutes West along the southerly line of survey one hundred thirty-five (135.0) feet; thence North forty-three (43°) degrees fourteen (14') minutes West one hundred eighty-nine and nineteen hundredths (189.19) feet; thence North fifty-two (52°) degrees twenty-two (22') minutes West one hundred eighty-nine and nineteen hundredths (189.19) feet; thence North fifty-six (56°) degrees fifty-six (56') minutes West five hundred fifty (550.00) feet; thence North fifty-five (55°) degrees twenty-four (24') minutes West six hundred thirty-three (633.00) feet to a point on the line between surveys one hundred ninety-four (194) and two hundred (200) Socorro Grant, thence North sixty-three (63°) degrees four (04') minutes East along the line between surveys one hundred ninety-four (194) and two hundred (200) Socorro Grant three hundred thirty-seven (337.00) feet to the point of beginning, said tract of land containing eight and thirty-five hundredths (8.35) acres more or less, all as shown on Bureau of Reclamation Survey plat attached hereto and made a part hereof.

(§ 203.13), 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 **December 1st, 1928** notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crop

thereon until ~~December 1st, 1928~~ **1/1-29**; 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.

116w-284

DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

Rio Grande IRRIGATION PROJECT New Mexico-Texas

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 3rd day of November, 1923, in pursuance of the act of June 17, 1902 (32 Stat., 388), and acts amendatory thereof or supplementary thereto, between the UNITED STATES OF AMERICA, hereinafter styled the United States, by ~~represented by the contracting officer executing this contract~~ Superintendent, Bureau of Reclamation, thereunto duly authorized, ~~and subject to the approval of the proper supervisory officers thereof,~~ and Paul B. Culberson and Francis R. Culberson, his wife and Bill Royce and Elizabeth C. Royce, his wife, hereinafter styled Vendor, of El Paso, County of El Paso, State of Texas.

WITNESSETH, That for and in consideration of the mutual agreements herein contained, the parties hereto do covenant and agree as follows:

3. The Vendor shall sell and by good and sufficient general warranty deed; (General warranty, covenant against grantor, or quitclaim) convey to the United States, free of lien or encumbrance, the following-described real estate which is his community property, situated in the County of El Paso State of Texas.

to wit:

A tract of land lying and situate in El Paso County, Texas, and in the West Half (31) Section thirty-one (31) Township thirty-two (32) South, Range seven (7) East, Bureau of Reclamation Survey, being also within surveys one hundred ninety-four (194), one hundred ninety-five (195), one hundred ninety-six (196), one hundred ninety-seven (197), one hundred ninety-eight (198), one hundred ninety-nine (199) of the Socorro Grant and more particularly described as follows:

Beginning at a point on the line between surveys one hundred ninety-four (194) and two hundred (200), Socorro Grant and from which point an iron pipe bears North sixty-three (63°) degrees four (04') minutes East two thousand eight hundred five and eighty-seven hundredths (2805.87) feet and the Northeast corner Section thirty-one (31) Township thirty-two (32) South Range seven (7) East bears North sixty-three (63°) degrees thirty-seven (37') minutes East four thousand three hundred seven and fifty-one hundredths (4307.51) feet; thence South forty-five (45°) degrees four (04') minutes East three hundred fifty-nine and sixty-one hundredths (359.61) feet; thence South fifty-two (52°) degrees fifty-nine (59') minutes East three hundred fifty-nine and sixty-one hundredths (359.61) feet; thence South fifty-six (56°) degrees fifty-six (56') minutes East five hundred seventy-four and eight tenths (574.8) feet; thence South thirty-seven (37°) degrees three (03') minutes East two hundred seventy-one and ten hundredths (271.10) feet to a point on the southerly

<sup>1</sup> Strike out clause regarding approval of supervisory officer if not applicable

RECEIVED BY THE ENGINEERING DATA - ONE



CERTIFICATE BY PROJECT ACTING SUPERINTENDENT

I hereby certify that the land described in attached land purchase contract dated November 3, 1928, between The United States of America and Danl. B and Francis R. Cullberson and Bill and Elizabeth C. Royce, is required for purposes authorized by the Act of June 17, 1902, (32 Stat., 338), namely, as right of way for the Riverside Canal, a part of the Rio Grande Project; that the consideration to be paid thereunder, namely, \$358.15, 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.

CERTIFICATE OF POSSESSION

I HEREBY CERTIFY THAT I have personally examined the land described in attached land purchase contract dated November, 3, 1928, between The United States of America and Danl. B. and Francis R. Culberson and Bill and Elizabeth C. Royce, 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. Hoadley  
Junior Engineer  
Bureau of Reclamation

El Paso, Texas

December 18, 1928

Mr. Bill Royce,

Santa Rosa, New Mexico.

Dear Sir, -

Reference is made to the land purchase contract dated November 3, 1928, and signed by you and your wife.

We find that the Notary Public failed to execute fully the certificate as required by the Texas Law.

It will therefore be necessary for you and your wife to sign the enclosed duplicate of the original contract and have same acknowledged before a Notary Public, returning same to us as soon as possible.

27

Very truly yours,

L. R. Fieck,  
Acting Superintendent.

Encl.

Duplicate of contract

12.54  
7.37

10 1550 TEXAS.

Andersson

Dear Sir, Please

better some time & go  
 regard to the River and  
 not? have decided to  
 let you & a head with  
 the canal at your disposal  
 But I request a bridge  
 on our property from Bottom  
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 and the present bridge  
 that is now on the  
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 we and Dickinson for  
 it is better and our land  
 duty felt for more and  
 we have a hope to  
 have an agreement with

2

you to know that Bridge  
is still fine for our  
himself and all as we  
breaching it all over  
and if I can get that  
2 miles wide you  
Bakers something  
the papers in London  
and in a manner of a  
young that will  
But what you Brown  
you try to do in  
Bill Bond  
Southern mining

See Conspiration  
Letter of 12-23-36

Apparently a corrected 6.17 = 2.57  
deed was prepared and signed Nov 7, 1936  
changing consideration from  
\$ 385.15 to 358.15

COMPILED

9341

INDEXED

WILLIAM ROYCE and wife,

ELIZABETH ROYCE, and

FRANCES R. CULBERSON

*Johnie Frances Culbertson*  
a minor

THE UNITED STATES OF AMERICA

GENERAL WARRANTY DEED

FILED FOR RECORD

SEP 17 1936

AT 10:35 O'CLOCK A.M.

W. D. GREET, County Clerk

BY *Marie Greedy* DEPUTY

617/70

R. J. CHANNELL

ATTORNEY AT LAW

EL PASO, TEXAS

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 3,** , 192**8**, with

**Danl. B. Culberson et ux Francis R.  
Bill Royce et ux Elizabeth C.**

1. State purpose for which the land is required.

**Riverside Canal and Intercepting Drain**

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

**8.35 acres fully described in contract dated 11/3-28**

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.

**Danl. B. Culberson, Yoleta, Texas  
Francis R. Culberson, wife, Yoleta, Texas  
Bill Royce, Santa Rosa, New Mexico  
Elizabeth C. Royce, wife, Santa Rosa, New Mexico.**

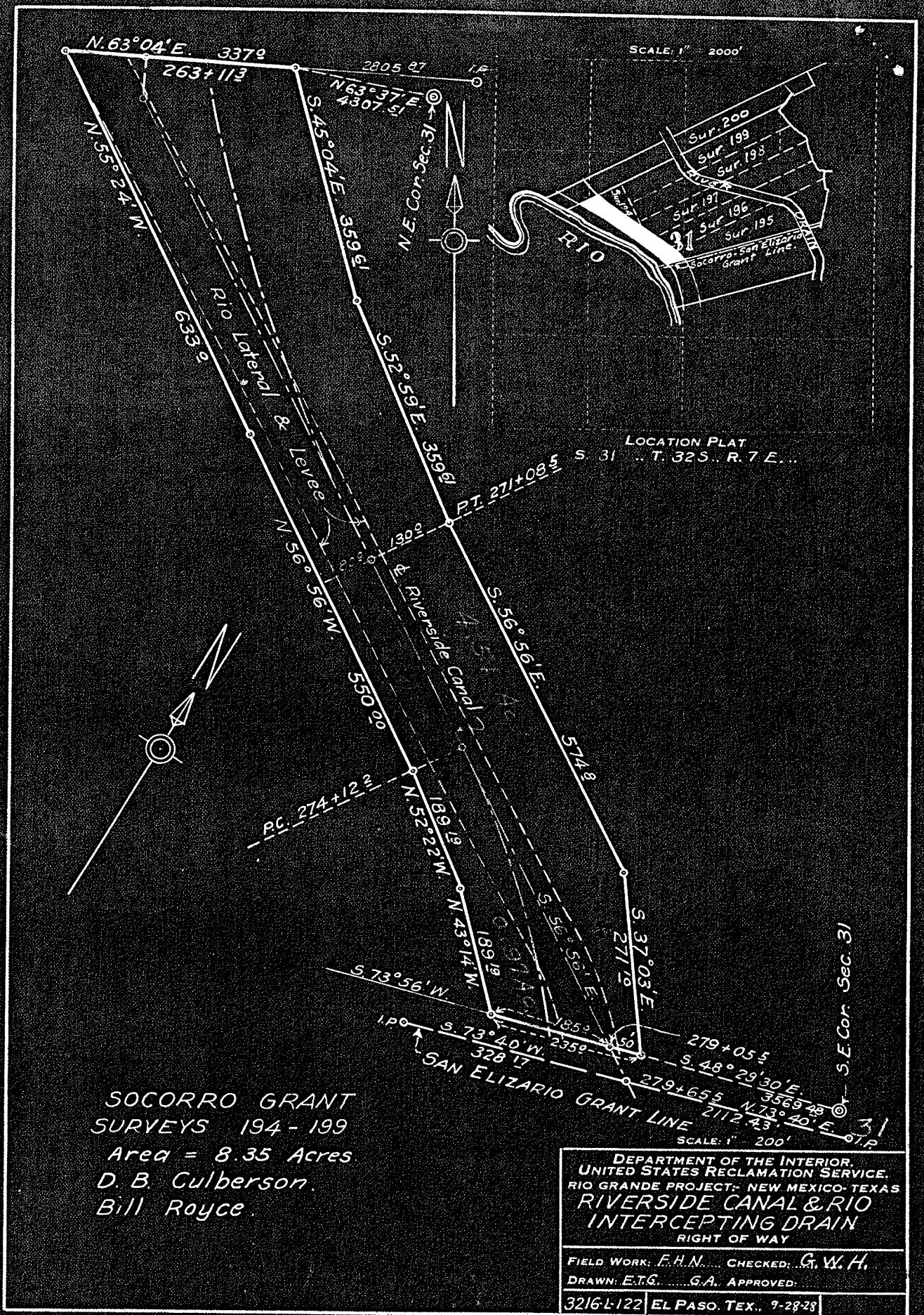
5. State who is in possession of the premises to be conveyed, or of any part thereof, and if a tenant, give his name and post-office address. If the land is held under a lease, state the general terms of such lease, the date the tenant is to give up possession, and state clearly whether any arrangement 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.

**Yes.**





UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

El Paso, Texas

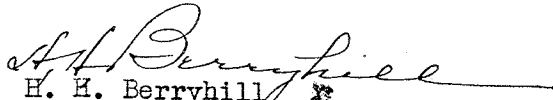
January 26, 1937

Pioneer Abstract & Guarantee Title Co.  
315 First National Bank Bldg.  
El Paso, Texas

Gentlemen:

We are returning herewith voucher in the amount of \$358.15, signed by Bill Royce, Elizabeth Royce and Francis R. Culberson due to the fact that Mrs. Culberson has signed in pencil, and signatures on vouchers are acceptable only when signed in ink. Please have Mrs. Culberson sign in ink and return the voucher to this office for payment. Thanks.

Yours very truly,

  
H. H. Berryhill  
Chief Clerk

Enc.

617 First National Bank Bldg.,  
El Paso, Texas

December 23, 1936

From: District Counsel

To: Superintendent, El Paso, Texas.

Subject: Acquisition of Land - Opinion of title to land described in contract dated February 7, 1929, between the United States and D. B. Culberson and William Royce; Area, 8.35 acres; Consideration \$358.15; for Riverside Canal and intercepting drain - Rio Grande project.

1. A good and sufficient title to the real property described in the above-mentioned land purchase contract is found to be now vested in the United States, free and clear of liens and encumbrances, as disclosed by recorded warranty deed dated November 7, 1936, from William Royce and Elizabeth Royce, his wife, and Francis R. Culberson, widow of D. B. Culberson, acting individually and as guardian of the estate of Johnnie Frances Culberson, a minor, as grantors to the United States, and by policy of title insurance No. 9624 of the Commercial Standard Insurance Company, Fort Worth, Texas, dated November 20, 1936, countersigned by their El Paso agent, N. H. Cillot, bearing his file No. C/6169.

2. All taxes assessed up to the time of conveyance to the United States, and all irrigation district assessments, tolls and charges against the tract in reference, up to the time of said conveyance to the United States, have been paid.

3. The consideration stated in the contract, namely \$358.15, may now be paid to the grantors in care of the Pioneer Abstract & Guarantee Title Co., 315 First National Bank Bldg., El Paso, Texas, there being no deductions.

4. The original and two copies of both the deed dated November 7, 1936, a correction deed, and that originally executed August 26, 1936, together with the above-mentioned title guaranty certificate, are transmitted to you herewith.

- - - -

Encl.

H. J. S. Devries.

cc - Acting Commissioner  
Chief Engineer

## PIONEER ABSTRACT &amp; GUARANTEE TITLE CO.

A PERSONAL SERVICE

Established 1919

Phone Main 838

RECEIVED

315-17-19 FIRST NATIONAL BANK BUILDING

EL PASO, TEXAS

NOV 21 1936

November 24, 1936

D. C. - RECLAMATION

Mr. H. J. S. Devries,  
Attorney for Reclamation Service  
First National Bank Building  
El Paso, Texas

Dear Sir:

We hand you herewith policy of title insurance covering the purchase from Culberson and Royce, which policy is in the sum of \$358.15 and complies strictly with the contract heretofore entered into between the United States of America and Culberson and Royce.

Also enclosed herewith is the original letter addressed to Mr. Hoadley, submitting a policy but which was erroneous in amount.

Of course, the United States of America will not be required to pay for the second deed which was a correction and which will necessarily have to be paid for by the sellers.

As heretofore requested, we will appreciate your having the check in payment for this sum sent to the Vendors in care of this office.

Yours very truly,

BES:m  
Encls.

*B. E. Schwarzbach*  
B. E. SCHWARZBACH, Sec'y.

ABSTRACTS

TITLE INSURANCE

ESCROWS

## PIONEER ABSTRACT & GUARANTEE TITLE CO.

A PERSONAL SERVICE

Established 1919

Phone Main 838

315-17-19 FIRST NATIONAL BANK BUILDING

EL PASO, TEXAS

October 20, 1936

506/532

Mr. George W. Hoadley  
c/o U. S. Reclamation Service  
United States Court House  
El Paso, Texas

Dear George:

I am enclosing herewith the deed from William Royce and others to the United States of America covering 8.35 acres of land more or less in Surveys Nos. 194, 195, 196, 197, 198, and 199 of the Socorro Grant, in compliance with your application dated February 4, 1929, and concerning which we have recently had some conversations. This deed has already been recorded and we withdrew it for the purpose of saving you trouble and delay in procuring the same.

Also enclosed herewith is the title policy in favor of the United States of America.

Since the County clerk's office no longer has charge accounts and we were unable to charge the recording of the deed to you, we charged it to us, and by reason thereof the United States is indebted to us in the sum of \$1.00 for recording this deed.

Please advise how we shall make the bill for this item.

Please see that the voucher is made so that the check comes to this office, because there are a number of items which must be taken care of out of this check, one of which is attorney's fees for handling the estate of the minor, Johnnie Frances Culberson, another of which is court costs, and still another is our fees for additional work in this connection and recording expenses which Culberson and Royce have to pay us.

Thanking you for your cooperation, we are,

Yours very truly,

BES:m

*B. E. Schwarzbach*  
B. E. SCHWARZBACH, Sec'y.

619 First National Bank Bldg.,  
El Paso, Texas,

February 15, 1934.

McKenzie, Walthall & Gamble,  
Attorneys at Law,  
405 Caples Bldg.,  
El Paso, Texas.

Gentlemen:

Receipt is acknowledged of Judge McKenzie's letter of February 5, 1934, concerning the matter of the contract between the United States and D. B. Culberson and William Royce for the purchase by the United States for the use of the Reclamation Service of a small tract of land in Surveys 195 to 199 and 191, Socorro Grant.

Sooner reply has not been made for the reason that I have been looking up the file in this matter.

I should be glad to confer with you at any time you desire concerning the title requirements as set out in my letter of May 1, 1929 to Messrs. Culberson and Royce. However, inasmuch as the Pioneer Abstract & Guarantee Title Co. is handling the matter of furnishing a guaranty of title, it is suggested that more progress would be made should you discuss the matter direct with the guaranty title company.

Very truly yours,

H. J. S. Devries,  
District Counsel.

cc - Supt., El Paso



MCKENZIE, WALTHALL & GAMBLE

ATTORNEYS AND COUNSELORS AT LAW

J. F. MCKENZIE  
HARRIS WALTHALL  
HARVEY R. GAMBLE

SUITE 405 CAPLES BUILDING  
EL PASO, TEXAS

TELEPHONE MAIN 711  
CABLE ADDRESS  
TEXMEX

February 5, 1934

Mr. H. J. S. Devries, District Counsel  
El Paso County Water Improvement District #1  
361 Myrtle Avenue  
El Paso, Texas

Dear Sir:

Mr. W. Cooley, of the City Mortgage Company, handed me your letter of May 1st, 1929 regarding the title of certain lands embraced in Surveys 195 to 199 and 194 in the name of D. B. Culberson and William Royce, Ysleta, Texas, with the request from Mr. Cooley that we do what is necessary to straighten this title out.

If you have the abstract and would give us a conference we feel that we could get the title straightened out satisfactorily to you.

The writer will be leaving the city for ten days after Thursday but will take this matter up at any time suitable to you before that date.

Very truly yours,

MCKENZIE, WALTHALL & GAMBLE

By 

JFMCK:ES.

## PIONEER ABSTRACT &amp; GUARANTEE TITLE CO.

A PERSONAL SERVICE

Established 1919

Phone Main 838

315-17-19 FIRST NATIONAL BANK BUILDING

EL PASO, TEXAS

March 29, 1935

MAR 30 1935

EL PASO - TEXAS

United States of America  
Bureau of Reclamation  
El Paso, Texas

Re: Land purchase contract with  
Culberson and Royce  
Our File: #6169

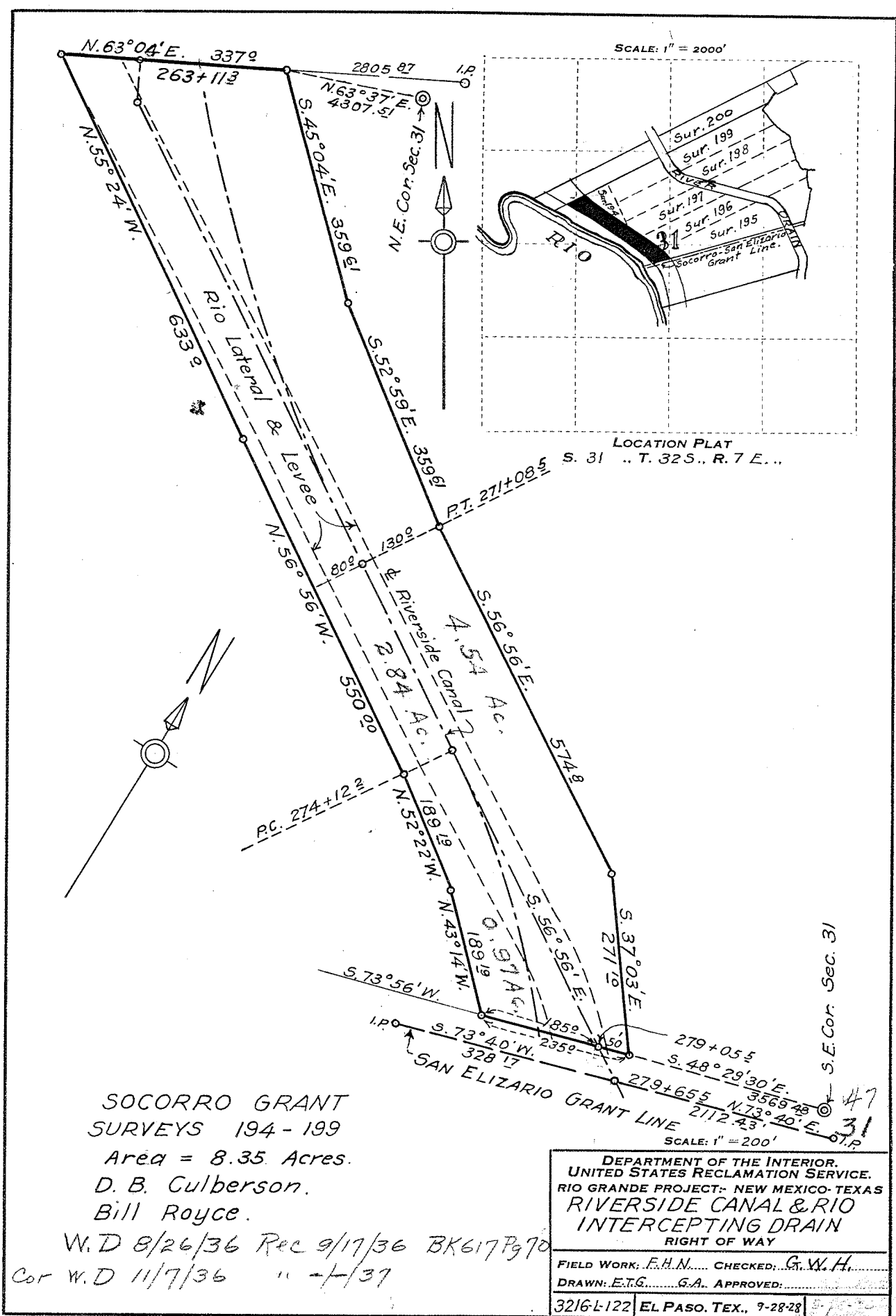
Gentlemen:

As shown by the public records of El Paso County, Texas, the title to the land described in land purchase contract dated February 7, 1929, of record in Book 506, at Page 532, of the Deed Records of El Paso County, Texas, and as shown upon the map attached to said contract, is now vested in WILLIAM ROYCE and wife, ELIZABETH C. ROYCE, an undivided one half interest; FRANCES R. CULBERSON, an undivided one fourth interest, and JOHN F. CULBERSON, a minor, an undivided one fourth interest, subject to the following, to-wit:

1. Taxes, if any, as to which we have made no investigation, and it will be necessary for the interested parties to furnish us with a certificate showing no unpaid taxes against the property under consideration at the time this transaction is consummated.
2. All water charges and assessments have been paid to and including the year 1934.

Before we will be willing to issue the desired title policy, it is necessary that all of the requirements set out in our report of April 29, 1929, with the exception of the quit claim deed from Thomas T. Holloway, must be met as follows:

1. A quit claim deed must be procured from C. J. Mapel for the reason that he acquired the title to all the accretions to Surveys Nos. 194 to 199, by instrument of record in Book 240, at Page 77, of the Deed Records of El Paso County, Texas, and the property to be acquired under said contract is situated partially in such accretions.



2. There is a Deed of Trust of record in Book 135, at Page 353, of the Deed of Trust Records of El Paso County, Texas, from M. W. Stanton, and the El Paso Townsite Company, a corporation to O. R. Armstrong, Trustee for R. W. McAfee, George D. Flory, and the State National Bank of El Paso, Texas, securing the payment of one note therein described, due on or before two years after its date, and further securing any and all future indebtedness which the said El Paso Townsite Company and M. W. Stanton might owe to the said George D. Flory, State National Bank of El Paso, Texas, and R. W. McAfee.

The note secured by said Deed of Trust has subsequently been released, but the lien in favor of George D. Flory, R. W. McAfee, and the State National Bank has not been released in so far as the same was created to secure any indebtedness other than the \$7900.00 owing to said parties is concerned, and in this connection we beg to advise that George D. Flory is now deceased, and Chas. Bassett is the Administrator of his estate. O. R. Armstrong as Trustee should join in the release.

3. On December 16, 1924, by deed of record in Book 430, at Page 191, of the Deed Records of El Paso County, Texas, Mary Louise Stanton, a feme sole, conveyed to D. B. Culberson and William Royce, and retained a Vendor's Lien securing the payment of \$352.05 owing on Note No. 5, originally in the sum of \$1081.05, due three years after its date, and all of Note No. 6 in the sum of \$2162.10, due three years after its date, both bearing interest at the rate of 8% per annum, payable semi-annually, and containing the usual 10% attorney's fee and accelerating maturity clauses, and on December 24, 1924, Mary Louise Stanton transferred and assigned the notes above described to The City Mortgage Company of El Paso, Texas, and the Vendor's Lien should be released in so far as the property being acquired by the government is concerned, and we suggest that in said release, Note No. 1 for \$666.66, due one year after its date, and the sum of \$333.34 of Note No. 2, originally in the sum of \$1333.34 be fully released, because in the transfer from The City Mortgage Company of El Paso, Texas to the Federal Land Bank of Houston, it was recited that Note No. 1 had been fully paid and the sum of \$333.34 had been paid on Note No. 2.
4. Dave B. Culberson and wife, Frances Culberson, and Bill Royce, a single man, executed a Deed of Trust dated December 8, 1926, which is of record in Book 186, at Page 248, of the Deed of

Trust Records of El Paso County, Texas, to M. H. Gossett, Trustee for the Federal Land Bank of Houston, securing the payment of one note in the sum of \$5000.00, with interest at the rate of 5% per annum, principal and interest being payable in forty semi-annual installments as provided in said Deed of Trust and which indebtedness and lien was an extension and renewal of \$1000.00 of Note No. 2, all of Note No. 3 for \$666.67, all of Note No. 4 for \$1333.33, and \$729.00 of Note No. 5 of the series of notes described in the deed from Mary Louise Stanton to D. B. Culberson and William Royce.

We will require a release of the property described in said contract, from the Federal Land Bank of Houston.

5. Mary Louise Stanton conveyed an undivided one third interest in and to the property to J. F. McKenzie and William E. Loose, and which undivided third interest was subsequently reconveyed by McKenzie and Loose to Mary Louise Stanton, but in both of the conveyances, there was excepted all that portion of the property appropriated by the El Paso Water Improvement District No. 1 and the United States of America for drainage canal and also for irrigation canal.

In order to vest title to said portions of the land occupied by the irrigation canal and the drainage canal, it will be necessary to have a deed from Mary Louise Stanton, J. F. McKenzie, and Wm. E. Loose, to Culberson and Royce. This is necessary for the reason that Mary Louise Stanton, in her conveyance to Culberson and Royce, of record in Book 430, at Page 191, of the Deed Records of El Paso County, Texas, expressly excepted from the conveyance all that portion of the property theretofore appropriated by the United States of America and the El Paso Valley Water Improvement District No. 1 for drainage canal, and also that portion appropriated and used for irrigation canal.

6. John F. Culberson is a minor and his undivided one fourth interest in the property was inherited from his father, D.B. Culberson, and it is necessary that Guardianship proceedings be had upon the estate of John F. Culberson, a minor, and the authority of the probate court for the Guardian to be appointed, to make conveyance of the minors interest in the real estate under consideration.

BES:m

Yours very truly,

  
B. E. SCHWARZBACH, Sec'y.

EL PASO COUNTY WATER IMPROVEMENT DISTRICT NO. 1



El Paso, Texas.  
August 8, 1929.

J. V. McKenzie, Esquire,  
Caples Bldg.,  
El Paso, Texas.

Dear Judge McKenzie:

Further reference is made to acquisition by the Bureau of Reclamation for irrigation and related works of some land in the Socorro Grant, El Paso County, Texas under land purchase contract with a Mr. Bill Royce concerning which Mr. Roadley of the Rio Grande project has recently had some conversation with you.

The object of this letter is to explain to you why we have requested that your client, Mrs. Mary Louise Stanton join with you and Mr. Loose in a quit-claim deed to Mr. Royce covering the portion of land which has been occupied by the river protection and irrigation works of this project for many years.

Several years ago when the land owners in that vicinity greatly needed the facilities afforded by such works they urged the Bureau to construct them. Thereupon the Bureau constructed certain works and under the provision in the water user's stock subscription contracts granting rights of way for such purposes and at the request of the landowners whose lands were affected certain strips of land were utilized for that purpose. This included about 2.84 acres of land through the Stanton property. When Mrs. Stanton conveyed to Messrs. Culbertson and Royce and in the conveyance from you and Mr. Loose to Mrs. Stanton this strip of land so occupied by the existing works was not included in the conveyances.

The present construction of the Riverside canal which is proceeding under special legislation required 5.51 acres of additional area which lies on either side of the 2.84 acres so occupied for the past several years for the enlargement and strengthening of the existing works incident to the Riverside canal. The additional 5.51 acres so needed was accordingly covered by contract of purchase from Mrs. Culbertson and Royce and as it lay on either side of the existing right of way, for facility in description the tract was described by the outer boundaries of the new pieces of land and thus included within it the old right of way already occupied as set forth above.

We have a contract for guarantee of titles to land which we are acquiring for the Riverside canal with the Pioneer Abstract & Guarantee Title Company and when we called on <sup>the</sup> company for a certificate of title to the land involved in our purchase contract with Mr. Royce they declined to issue it until the record title was straightened out by a quit claim from Mrs. Stanton, Mr. Loese and you to the 2.84 acres occupied by the existing works which are now to be enlarged. In order to straighten out the lines and description incident to acquiring additional areas on either side of the old works through various pieces of property we have frequently described the whole piece including the old right of way but actually buy only the new area needed.

This is true in the case of our contract with Mr. Royce as, although the contract described, for the reason stated, the old and new area, 8.35 acres, we are actually contracting with Mr. Royce to pay for only the 5.51 acres of new land which was all included in earlier conveyances to Culbertson and Royce. In other words the quitclaim deed desired is only for the purpose of clearing up the record conveyances so as to enable the abstract company to issue its certificate of guarantee and thus enable us to pay Mr. Royce for the 5.51 acres of new land which we are acquiring from him.

If you can consistently do so we would greatly appreciate it if you would be good enough to explain this to your client Mrs. Stanton and to Mr. Loese and I enclose two extra copies of this letter in case you should wish to forward them to Mrs. Stanton and to Mr. Loese and I enclose two extra copies of this letter in case you should wish to forward them to Mrs. Stanton and Mrs. Loese with the proposed quitclaim. Thanking you very much for any assistance you may feel able to render in helping us get this matter straightened out, I am,

Very truly yours,

H.J.S. Devries  
District Counsel

El Paso, Texas, May 1, 1929.

Messrs. D. B. Gulberson, and  
Bill Royce,  
c/o D. B. Gulbertson,  
Isleta, Texas.

Gentlemen:

Reference is made to contract between the United States and yourselves of recent date for purchase by the government of lands in the Socorro Grant for use in construction of certain irrigation works.

We have now received advice from the Pioneer Abstract & Guarantee Title Company with respect to the status of title to these lands as follows:

"Record Title in: D. B. Gulberson and William Royce, to Surveys 195 to 199, inclusive, and to Survey 194, D. B. Gulberson and William Royce and Und. 1/2 interest and Thomas T. Holloway, and Undivided 1/2 interest.

"Taxes: The 1928 state and county taxes are delinquent in the sum of \$240.64 according to a certificate dated February 18th. There will be a little additional interest to add to this amount when the transaction is closed.

"On July 30, 1908, Paul McCombs executed a warranty deed to Thomas T. Holloway, for an Undivided 1/2 interest in survey #194, which deed is of record in Book 125, page 192, of the Deed Records of El Paso County, Texas. We are unable to find any conveyance from Holloway, disposing of his 1/2 interest in said survey. It will be necessary to have a deed from Holloway to Gulberson and Royce, conveying his 1/2 interest in said Survey #194, Socorro, Grant.

"By instrument of record in Book 240, Page 77, of the Deed Records of El Paso County, Texas, all the accretions to Survey No. 194 to 199, both inclusive, together with all future accretions were conveyed to G. J. Kapel, and since a portion of the property being conveyed to the Government is accretions we will require that a deed be obtained from G. J. Kapel, conveying the accretions to said survey above mentioned.

Page 355, Trust dated February 27, 1921, of record in Book 135, of the Deed of Trust Records of El Paso County, Texas.

from El Paso Townsite Company, a corporation, and M. W. Stanton, to O. R. Armstrong, Trustee for R. W. McAfee, Geo. D. Flory, and State National Bank of El Paso, Texas, securing the payment of one note for \$7900.00 due on or before two years after date, being of even date with deed of trust, bearing interest from date at the rate of 8% per annum, interest payable semi-annually, and containing the usual 10% attorney's fee and accelerating maturity clauses, signed by El Paso Townsite Company and M. W. Stanton, payable to R. W. McAfee. The deed of trust was also executed to secure Geo. D. Flory, State National Bank, and R. W. McAfee in the payment of any and all indebtedness then owing to said parties and any and all indebtedness that might in the future be owing to any of said parties. Subsequently R. W. McAfee and O. R. Armstrong, Trustee release the lien of said deed of trust securing the payment of said note for \$7900.00, but the lien securing the future indebtedness was not released by Flory, McAfee or State National Bank. We will require a release from Geo. D. Flory, R. W. McAfee, and State National Bank of El Paso, Texas, joined by O. R. Armstrong, Trustee, fully releasing said deed of trust lien as well as the future indebtedness. This lien is against all of said Surveys above mentioned.

"A Vendor's lien, against all of the above mentioned surveys, retained in the warranty deed dated December 16, 1924, of record in Book 430, at page 191, of the Deed Records of El Paso County, Texas, from Mary Louise Stanton, a feme sole, to D. B. Culberson and William Royce, securing the payment of \$352.05 owing and unpaid on note No. 5, originally in the sum of \$1081.05, due three years after its date, and all of note No. 6, for the sum of \$2162.10 due three years after its date, both bearing 8% interest per annum, payable semi-annually, and containing the usual 10% attorney's fee and accelerating maturity clauses.

"By instrument dated December 24, 1924, of record in Book 430, page 219, of the Deed Records of El Paso County, Texas, Mary Louise Stanton, transferred and assigned the entire series of notes described in said warranty deed to The City Mortgage Company, of El Paso, Texas.

"The Vendor's Lien should be released in so far as the property being acquired by the government is concerned, and we would suggest that in said release note No. 1, for \$666.66 due one year after date, and the sum of \$333.34 of note No. 2, originally for \$1333.34 be fully released, because in the transfer from City Mortgage Company, to Federal Land Bank of Houston, it was recited that note No. 1, had been fully paid, and the sum of \$333.34 had been paid on note No. 2.

"A Deed of Trust against all of said property dated December 8, 1926, of record in Book 186, page 246, of the Deed of Trust Records of El Paso County, Texas, from Dave B. Culberson, and Wife, Frances

Culberson and Bill Royce a single man, to M. H. Cossett, Trustee for the Federal Land Bank of Houston, securing the payment of one note for \$5000.00 of even date therewith, with 5% interest, payable in 40 semi-annual payments all as provided in said deed of trust, which deed of trust was executed in renewal and extension of \$1000. of note No. 2, all of Note No. 3 for \$666.67 and all of note No. 4 for \$1333.33 and \$729.00 of Note No. 5, of the series of notes described in the warranty deed above referred to as being of record in Book 430, page 191, Deed Records of El Paso County, Texas. The property being acquired by the government should be released from the lien of this deed of trust.

"In conveyance from Mary Louise Stanton to D. B. Culberson and William Royce, conveying the above described properties, which deed is of record in Book 430, page 191, Deed Records of El Paso County, Texas, above mentioned, there was expressly excepted from the conveyance, all that portion of said surveys theretofore appropriated by the United States of America, and the El Paso Valley Water Improvement District Number One, for drainage canal passing through and across the property described containing approximately 6.25 acres, of land, and also excepting that portion appropriated and used for irrigation canal running through and across the land containing approximately 2.31 acres of land.

"Also, Mary Louise Stanton, theretofore conveyed a 1/3 interest in and to said property to J. F. McKenzie, and Wm E. Loose, which 1/3 undivided interest was conveyed by McKenzie and Loose to Mary Louise Stanton, but in said conveyance the same provisions of said property were excluded from the conveyance by McKenzie and Loose. In order to vest the title to said portions of said land occupied by the irrigation canal and drainage canal, it will be necessary to have a deed from Mary Louise Stanton, J. F. McKenzie, and Wm. E. Loose, before D. B. Culberson and William Royce, can convey that property. We suggest that the deed or deeds as the case may be, be made from said first mentioned parties, direct to Culberson and Royce.

"The contract between Culberson and Royce, and U. S. A., is executed by Danl. B. Culberson, and Frances E. Culberson, husband and wife, and Bill Royce and wife, Elizabeth C. Royce. You will note that the property was conveyed to D. B. Culberson and William Royce. The deed of Trust was executed by Danl. B. Culberson and Bill Royce, Dave and the contract was executed Danl. B. Culberson and Bill Royce. Kindly procure affidavit or affidavits to the effect that D. B. Culberson, Dave B. Culberson, and Danl. B. Culberson is one and the same person who executed the deed of trust, and contract, and is the person to whom said property was conveyed, and that William Royce, the person to whom said property was conveyed, and Bill Royce, is one and the same party, and that said William Royce, is generally known and also signs his name as Bill Royce."

Before payment can be made under the contract it will be necessary to perfect the record title as to the matters above set forth.

Very truly yours,

H. J. S. Devries,  
District Counsel.



PIONEER ABSTRACT & GUARANTEE TITLE CO.

EL PASO, TEXAS

TITLE DEPARTMENT

PRELIMINARY OPINION

IN REPLY PLEASE REFER TO

NO. 6169

EXAMINER BES.

April 29, 1929,

TO Bureau of Reclamation Service,  
Toltec Club Building,  
El Paso, Texas, (Attention: Mr. H. J. S. Devries, Dist. Counsel)

IN RE: Culberson & Royce land purchase.

PROPERTY: Part of Surveys 194, 195, 196, 197, 198, and 199, of the Socorro Grant in El Paso County, Texas.

INSTRUMENTS EXAMINED: None.

RECORD TITLE IN: D. B. Culberson and William Royce, to Surveys 195 to 199, inclusive, and to Survey 194, D. B. Culberson and William Royce an Und. 1/2 interest and Thomas T. Holloway, an Undivided 1/2 interest.

SUBJECT TO:

TAXES: The 1928 state and county taxes are delinquent in the sum of \$240.64 according to a certificate dated February 18th. There will be a little additional interest to add to this amount when the transaction is closed.

PAVING: None.

(We have made no investigation as to the condition of water taxes and assessments.

On July 30, 1908, Paul McCombs executed a warranty deed to Thomas T. Holloway, for an Undivided 1/2 interest in survey #194, which deed is of record in Book 125, page 192, of the Deed Records of El Paso County, Texas. We are unable to find any conveyance from Holloway, disposing of his 1/2 interest in said survey. It will be necessary to have a deed from Holloway to Culberson and Royce, conveying his 1/2 interest in said Survey #194, Socorro Grant.

By instrument of record in Book 240, page 77, of the Deed Records of El Paso County, Texas, all the accretions to Survey No. 194 to 199, both inclusive, together with all future accretions were conveyed to C. J. Mapel, and since a portion of the property being conveyed to the Government is accretions we will require that a deed be obtained from C. J. Mapel, conveying the accretions to said surveys above mentioned.

A Deed of Trust dated February 27, 1921, of record in Book 135, page 353, of the Deed of Trust Records of El Paso County, Texas, from El Paso Townsite Company, a corporation, and M. W. Stanton, to O. R. Armstrong, Trustee for R. W. McAfee, Geo. D. Flory, and State National Bank of El Paso, Texas, securing the payment of one note for \$7900.00 due on or before two years after date, being of even date with deed of trust, bearing interest from date at the rate of 8% per annum, interest payable semi-annually, and containing the usual 10% attorney's fee and accelerating maturity clauses, signed by El Paso Townsite Company and M. W. Stanton, payable to R. W. McAfee. The deed of trust was also executed to secure Geo. D. Flory, State National Bank, and R. W. McAfee in the payment of any and all indebtedness then owing to said parties and any and all indebtedness that might in the future be owing to any of said parties. Subsequently R. W. McAfee and O. R. Armstrong, Trustee release the lien of said deed of trust securing the payment of said note for \$7900.00, but the lien securing the future indebtedness was not released by Flory, McAfee or State National Bank. We will require a release from Geo. D. Flory, R. W. McAfee, and State National Bank of El Paso, Texas, joined by O. R. Armstrong, Trustee, fully releasing said deed of trust lien as well as the future indebtedness. This lien is against all of said Surveys above mentioned.

A Vendor's Lien, against all of the above mentioned surveys, retained in the warranty deed dated December 16, 1924, of record in Book 430, at page 191, of the Deed Records of El Paso County, Texas, from Mary Louise Stanton, a feme sole, to D. B. Culberson and William Royce, securing the payment of \$352.05 owing and unpaid on note No. 5, originally in the sum of \$1081.05, due three years after its date, and all of note No. 6, for the sum of \$2162.10, due three years after its date, both bearing 8% interest per annum, payable semi-annually, and containing the usual 10% attorney's fee and accelerating maturity clauses.

By instrument dated December 24, 1924, of record in Book 430, page 219, of the Deed Records of El Paso County, Texas, Mary Louise Stanton, transferred and assigned the entire series of notes described in said warranty deed to The City Mortgage Company, of El Paso, Texas.

The Vendor's Lien should be released in so far as the property being acquired by the government is concerned, and we would suggest that in said release note No. 1, for \$666.66, due one year after date, and the sum of \$333.34 of note No. 2, originally for \$1333.34 be fully released, because in the transfer from City Mortgage Company, to Federal Land Bank of Houseon, it was recited that note No. 1, had been fully paid, and the sum of \$333.34 had been paid on note No. 2.

A Deed of Trust against all of said property dated December 8, 1926, of record in Book 186, page 248, of the Deed of Trust Records of El Paso County, Texas, from Dave B. Culberson, and wife, Frances Culberson and Bill Royce a single man, to M.H. Gossett, Trustee for The Federal Land Bsnk of Houston, securing the payment of one note for \$5000.00 of even date therewith, with 5% interest, payable in 40 semi-annual payments all as provided in said deed of trust, which deed of trust was executed in renewal and extension of \$1000.00 of note No.2, all of note No.3, for \$666.67 and all of note No.4, for \$1333.33 and \$729.00 of note No.5, of the series of notes described in the warranty deed above referred to as being of record in Book 430, page 191, Deed Records of El Paso County, Texas. The property being acquired by the government should be released from the lien of this deed of trust.

In conveyance from Mary Louise Stanton to D. B. Culberson and William Royce, conveying the above described properties, which deed is of record in Book 430, page 191, Deed Records of El Paso County, Texas, above mentioned, there was expressly excepted from the conveyance, all that portion of said surveys theretofore appropriated by the United States of America, and the El Paso Valley Water Improvement District Number One, for drainage canal passing through and across the property described containing approximately 6.25 acres, of land, and also excepting that portion appropriated and used for irrigation canal running through and across the land containing approximately 2.31 acres of land.

Also, Mary Louise Stanton, theretofore conveyed a 1/3 interest in and to said property to J. F. McKenzie, and Wm. E. Loose, which 1/3 undivided interest was conveyed by McKenzie and Loose to Mary Louise Stanton, but in said conveyance the same provisions of said property were ~~excluded~~ from the conveyance by McKenzie and Loose. In order to vest the title to said portions of said land occupied by the irrigation canal and drainage canal, it will be necessary to have a deed from Mary Louise Stanton J. F. McKenzie, and Wm. E. Loose, before D. B. Culberson and William Royce, can convey that property. We suggest that the deed or deeds as the case may be, be made from said first mentioned parties, direct to Culberson and Royce.

The contract between Culberson and Royce, and U. S. A, is executed by Danl. B. Culberson, and Frances R. Culberson, husband and wife, and Bill Royce and wife, Elizabeth C. Royce. You will note that the property was conveyed to D. B. Culberson and William Royce. The deed of Trust was executed by Dave B. Culberson, and Bill Royce, and the contract was executed by Danl. B. Culberson and Bill Royce. Kindly procure affidavit or affidavits to the effect that D. B. Culberson, Dave B. Culberson, and Danl. B. Culberson is one and the same person who executed the deed of trust, and contract, and is the person to whom said property was conveyed, and that William Royce, the person to whom said property was conveyed, and Bill Royce, is one and the same party, and that said William Royce, is generally known and also signs his name as Bill Royce.

Very truly yours,

BES:MF.

 A'sst. Secy.

El Paso, Texas

September 25, 1928

Mr. Bill Royce,  
Santa Rosa, New Mexico.

Dear Sir:

At the request of Mr. D. B. Culbertson, who is joint owner with you of certain lands in Surveys 195 to 199 inclusive, Socorro Grant, I am enclosing plat showing in red the additional right-of-way that will be required through this property for the construction of the Riverside Canal and Intercepting Drain.

The construction of this canal with its high and wide banks will serve as a levee to protect your lands from flood waters in the Rio Grande. The Intercepting Drain will take care of the seepage from the canal and river.

In view of the benefits this land will receive from the contemplated work, Mr. Culbertson has agreed that a price of \$65.00 per acre for the required right-of-way is fair and should be accepted. This is the price we are paying for similar land in that vicinity. If this meets with your approval the necessary papers will be prepared and after the signature of Mr. Culbertson has been obtained they will be sent to you for execution.

Please favor us with an early reply, using the enclosed franked envelope which requires no postage.

Very truly yours,

L.R.Flock

Acting Superintendent.

Encl.:  
Plat  
Franked envelope.

THE STATE OF TEXAS, )  
COUNTY OF EL PASO. )

*See  
Corrected  
deed*

KNOW ALL MEN BY THESE PRESENTS: That we, William Royce and wife, Elizabeth Royce, and Frances R. Culberson, acting individually and as Guardian of the estate of her daughter, Johnnie Frances Culberson, a minor, under appointment of the Probate Court of El Paso County, Texas, in Probate Proceeding No. 7429, wherein sale of the real estate hereinafter described was authorized July 21, 1936, and a sale thereof pursuant to such order was reported by the Guardian July 29, 1936, same being the sale consummated by this instrument, which sale was approved and confirmed by said court by order entered in said proceeding August 13, 1936, - for and in consideration of the sum of \$385.15 cash to them in hand paid by the United States of America, 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~~ the following described tracts and parcels of land situate, lying and being in the State of Texas, County of El Paso, more particularly described as follows:

A tract of land lying and situate in El Paso County, Texas, and in the W $\frac{1}{2}$  of Section 31, Township 32, South, Range 7 East, Bureau of Reclamation Survey, being also within surveys 194, 195, 196, 197, 198, 199 of the Socorro Grant and more particularly described as follows: BEGINNING at a point on the line between surveys 194 and 200, Socorro Grant and from which point an iron pipe bears N 63° 04' East 2805.87 feet and the NE corner Section 31, Township 32 South, Range 7 E bears N 63° 37' East 4307.51 feet; THENCE S 45° 04' East 359.61 feet; THENCE S 52° 59' E 359.61 feet; THENCE S 56° 56' E 574.8 feet; THENCE S 37° 03' E 271.10 feet to a point on the southerly line of survey 195 Socorro Grant and from which point the SE corner Sec. 31, Township 32 South, Range 7 East bears S 48° 29' 30" E 3589.48 feet; THENCE S 73° 56' W along the southerly line of survey 195 Socorro Grant 235.0 feet; THENCE N 43° 14' W 189.19 feet; THENCE N 52° 22' W 189.19 feet; THENCE N 56° 56' W 550 feet; THENCE N 55° 24' W 633 feet to a point on the line between

*AMC*  
Correct as to Reg. Data

its successors and assigns forever; and we do hereby bind ourselves, our heirs, executors, administrators and successors, to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto the said The United States of America, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS OUR HANDS this the 26 day of August,  
A. D. 1936.



Francis R. Culberson  
William Royce  
Elizabeth Royce  
Francis R. Culberson  
Guardian of the Estate of  
Johnnie Frances Culberson, a  
Minor.

THE STATE OF Texas,  
COUNTY OF El Paso.

BEFORE ME, the undersigned authority, on this day personally appeared William Royce, and Elizabeth Royce, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed; and the said Elizabeth Royce, wife of the said William Royce, having been examined by me privily and apart from her husband and having the same fully explained to her, she, the said Elizabeth Royce, 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.

~~September~~ GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 2nd day of ~~August~~, A. D. 1936.

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

THE STATE OF TEXAS,  
COUNTY OF EL PASO.

BEFORE ME, the undersigned authority, on this day personally appeared Frances R. Culberson, a widow, individually and as Guardian of the estate of Johnnie Frances Culberson, a minor, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 26th day of August, A. D. 1936.

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

