

ADJUTANT GENERAL

MILITARY DEPT

RECEIVED CANAL (183)

2023-0080-0024-00

14-(24) Texas

285

—

THE STATE OF TEXAS,

County of El Paso.

KNOW ALL MEN BY THESE PRESENTS:

That I, M. H. Winningham

of the County of El Paso, State of Texas, in consideration of the sum of Seven hundred seventy eight
and 87/100 dollars (\$778.87) DOLLARS,

to me in hand paid by the United States of America,

the receipt of which is hereby acknowledged
 ha s Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said
the United States of America,

of the County of El Paso and State of Texas, all that certain

tract or parcel of land, lying in the County of El Paso and State of Texas and more particularly described as follows, to-wit: A tract of land lying and situate in El Paso County, Texas, approximately $\frac{1}{2}$ miles south of the Catholic Church in the town of Socorro, Texas, and in the South-east quarter southeast quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) Section thirteen (13) Township thirty-two (32) South Range Six East, and in the southwest quarter, southwest quarter (SW $\frac{1}{4}$ SW $\frac{1}{4}$) Section eighteen (18) Township thirty-two (32) South Range Seven, East Bureau of Reclamation survey, being also in the Socorro Grant and more particularly described as follows:

Beginning at station 106 plus 53.7 a point at which the center line of the Riverside Canal is intercepted by producing a line which is the property line between the tract herein described and the property of V. Ortiz, and from which point the northeast corner of said section thirteen (13) bears north ten degrees ten minutes forty four seconds (N 10° 10' 44") east four thousand one hundred twenty-one and fourteen hundredths (4121.14) feet; thence north forty-eight degrees thirty minutes thirty seconds (N 48° 30' 30") east three hundred one and no tenths (301.0) feet along the northwesterly boundary of the tract herein described to a point the most northerly corner of the land of the grantor and the northwest corner of land of T. B. Dockery; thence south forty degrees twenty-three minutes thirty seconds (S 40° 23' 30") east along the line between the land of the grantor and the land of T. B. Dockery one thousand twenty-five and five tenths (1025.5) feet to a point which is the southeast corner of the tract herein described and the northwest corner of the property of Francisco Jurado; thence along the

line between the land of the grantor and Francisco Jurado south eleven degrees no minutes (S 11° 00") West one hundred twenty-five and eight tenths (125.8) feet; south twenty-six degrees fifty-eight minutes thirty seconds (S 26° 58' 30") west one hundred sixty-one and one tenth (161.1) feet to a point on the back tangent of a fourteen thousand nine hundred forty-six and seventenths (14,946.7) feet radius curve and from which point the northeast corner of said section thirteen bears North no degrees forty-five minutes twenty seven seconds (N 0° 45' 27") west four thousand nine hundred five and thirty nine hundredths (4905.39) feet; thence north forty-three degrees three minutes forty-five seconds (N 43° 03' 45") west one thousand ninety-six and one tenth (1096.1) feet along said back tangent to station 107 plus 19.2 feet the P.C. of said curve and on the center line of said Riverside Canal; thence North forty-three degrees three minutes forty-five seconds (N 43° 03' 45") west sixty-five and five tenths (65.5) feet to the point of beginning said tract containing six and ninety-eight hundredths (6.98) acres more or less of which ninety-nine hundredths (0.99) acres is occupied by the Franklin Feeder Canal and is the property of the United States and the remainder or five and ninety-nine hundredths (5.99) acres is the part herein intended to be conveyed, all as shown on plat attached hereto and made a part hereof.

April

(3216-122-12)

this day of

M. H. Winningham

Witnesses at Request of Grantor

THE STATE OF TEXAS,
COUNTY OF EL PASO.

BEFORE ME,

H. L. Bradford, a Notary

in and for El Paso County, Texas,

on this day personally appeared

H. H. Wainwright

known to me to be the person whose name

subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the

purposes and consideration therein expressed.

Given under my hand and seal of office, this

27th

day of

April

A. D. 1928

H. L. Bradford, Notary Public,

In and for El Paso County, Texas.

Wife's Separate Acknowledgment.

THE STATE OF TEXAS,

COUNTY OF EL PASO.

BEFORE ME,

in and for El Paso County, Texas,

on this day personally appeared

wife of

known to me to be the person whose name is subscribed

to the foregoing instrument, and having been examined by me privily and apart from her husband, and having

the same by me fully explained to her, she, the said

instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and

consideration therein expressed, and that she did not wish to retract it.

Given, under my hand and seal of office, this

day of

A. D. 192

Certificate of Filing.

THE STATE OF TEXAS,

COUNTY OF EL PASO.

H. D. Greet

Clerk of the County Court

of said County, do hereby certify that the above instrument of writing, dated on the

27th

day of

April

day of

April

A. D. 1928, at 5.40 o'clock P. M.

and duly recorded the

30

day of

April

A. D. 1928, at 2.56 o'clock P. M.

in the records of said County, in Volume

490

on Pages

116

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.

H. D. Greet,

Clerk, County Court, El Paso County, Texas.

By

A. A. Osborne

Deputy.

M. H. Wainwright
TO
United States of America

WARRANTY DEED

Single and Wife's Separate Acknowledgment

Filed for Record the 27th

day of April

1928, at 3

o'clock and 40 minutes P. M.

W. D. Greet

Clerk, County Court, El Paso County, Tex.

By Geo. H. Booth

Deputy.

THE STATE OF TEXAS,

COUNTY OF EL PASO.

BEFORE ME,

N. L. Bradford, a Notary Public

in and for El Paso County, Texas,

on this day personally appeared M. M. Winningham

known to me to be the person whose name

subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 27th day of April A. D. 1928

N. L. Bradford,

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

Wife's Separate Acknowledgment.

THE STATE OF TEXAS,

COUNTY OF EL PASO.

BEFORE ME,

in and for El Paso County, Texas,

on this day personally appeared wife of

known to me to be the person whose name is subscribed

to the foregoing instrument, and having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said acknowledged such

instrument to be her act and deed, and declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

Given under my hand and seal of office, this day of A. D. 1928

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 27th day of April A. D. 1928, with its certificate of authentication, was filed for record in my office

this 28th day of April A. D. 1928, at 3:40 o'clock P. M.

and duly recorded the 30 day of April A. D. 1928, at 2:34 o'clock P. M.

in the records of said County, in Volume 490 on Pages 116

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.

M. M. Winningham

TO

The United States of America

WARRANTY DEED

Single and Wife's Separate Acknowledgment

Filed for Record the 27th

day of April 1928, at 3

o'clock and 40 minutes P. M.

W. D. Greet

Clerk, County Court, El Paso County, Tex.

George H. Booth

Deputy.

ELLIS BROS. PRINTING CO., EL PASO

I 162-206

Form 7-276.

Approved by the Department of the Interior, May 8, 1920.
Reprint Dec., 1920.

LAND PURCHASE CONTRACT.
(See pp. 251-266, Vol. 1 of Manual.)

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

Rio Grande Project.

Rio Grande

PROJECT,

THIS AGREEMENT, made **March 15th**, 192**8**, 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. E. Flock, Acting Superintendent**, by the officer executing this contract, and **Project Manager**, United States Reclamation Service, therunto duly authorized, and subject to the approval of the proper supervisory officer of the United States Reclamation Service, and

H. M. Winningham

Winningham

of **El Paso**, County of **El Paso**, State of **Texas**

(P. O. address.)

hereinafter styled Vendor, to be held for heirs, executors, administrators, successors, and assigns.

WITNESSETH: The parties covenant and agree that, for the purpose above stated, the Vendor hereby agrees upon the terms and conditions hereinafter stipulated to sell and by good and sufficient **General warranty deed**

deed convey to the United States of America free of lien or incumbrance the following-described real

estate which is **is separate** property situated in the County of **El Paso**,

(Homestead, community, separate.)

State of **Texas** **A tract of land lying and situate**

in El Paso County, Texas, approximately 12 miles south of the Catholic Church

in the town of Socorro, Texas, and in the southeast quarter southeast quarter

(SE 1/4 SE 1/4) Section thirteen (13) Township thirty-two (32) South Range Six East,

and in the southwest quarter, southwest quarter (SW 1/4 SW 1/4) Section eighteen (18)

Township thirty-two (32) South Range Seven, East Bureau of Reclamation survey,

being also in the Socorro Grant and more particularly described as follows:

Beginning at station 106 plus 63.7 a point at which the center line of the Riverside Canal is intercepted by producing a line which is the property line between the tract herein described and the property of V. Ortiz, and from which point the northeast corner of said section thirteen (13) bears north ten degrees ten minutes forty-four seconds (N 10°10'44") east four thousand one hundred twenty-one and fourteen hundredths (4121.14) feet; thence north forty-eight degrees thirty minutes thirty seconds (N 48°30'30") east three hundred one and no tenths (301.0) feet along the northwesterly boundary of the tract herein described to a point the most northerly corner of the land of the grantor and the northwest corner of land of T. B. Dockery; thence south forty degrees twenty-three minutes thirty seconds (S 40°23'30") east along the line between the land of the grantor and the land of T. B. Dockery one thousand twenty-five and five tenths (1025.5) feet to a point which is the southeast corner of the tract herein described and the northwest corner of the property of Francisco Jurado; thence along the line between the land of the grantor and Francisco Jurado south

Correct as to engineering data. G. W. H.

eleven degrees and minutes (S 11° 00") west one hundred twenty-five and eight tenths (125.8) feet; south twenty-six degrees fifty-eight minutes thirty seconds (S 26° 58' 30") west one hundred sixty-one and one tenth (161.1) feet to a point on the back tangent of a fourteen thousand nine hundred forty-six and seven tenths (14,946.7) feet radius curve and from which point the northeast corner of said section thirteen bears North no degrees forty-five minutes twenty seven seconds (N 0° 45' 27") west four thousand nine hundred five and thirty-nine hundredths (4905.39) feet; thence north forty-three degrees three minutes forty-five seconds (N 43° 03' 45") west one thousand ninety-six and one tenth (1096.1) feet along said back tangent to station 107 plus 19.2 feet the P.C. of said curve and on the center line of said Riverside Canal; thence North forty-three degrees three minutes forty-five seconds (N 43° 03' 45") west sixty-five and five tenths (65.5) feet to the point of beginning said tract containing six and ninety-eight hundredths (6.98) acres more or less of which ninety-nine hundredths (0.99) acres is occupied by the Franklin Feeder Canal and is the property of the United States and the remainder or five and ninety-nine hundredths (5.99) acres is the part herein intended to be conveyed, all as shown on plat attached hereto and made, a part hereof.

3. In consideration of the premises the Vendor further agrees upon receipt of notice that this agreement has been approved on behalf of the Reclamation Service to furnish promptly, at his own expense, an abstract of title which shall later be extended to include any instruments subsequently recorded in connection herewith and also the record of the conveyance made pursuant to this agreement: *Provided*, That if the Vendor fails or refuses to furnish proper abstract of title within sixty days after notice that this agreement has been approved, or if within such period written request be made by the Vendor, such abstract may be procured by the United States at the expense of the Vendor and the cost thereof deducted from the purchase price.

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

5. In consideration whereof, the United States agrees that it will purchase said property on the terms herein expressed, and upon execution and delivery of the deed provided in article 2 and the signing of the usual Government vouchers therefor, and their further approval by the proper Government officials, it will cause to be paid to the Vendor as full purchase price and full payment for all damages for entry upon the above-described land and the construction, operation, and maintenance of reclamation works under said act, the sum of

Seven hundred seventy eight and 87/100--

dollars (\$ 778.87), by U. S. Treasury warrant or fiscal officer's check.

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

7. The Vendor may retain possession of said premises until notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crops

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

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

7. State how much of the land is under cultivation, to what kind of crops, with area of each crop cultivated, and how much is not cultivated but is capable of being brought under cultivation, as well as the general character of such land; also the condition and kind of improvements, if any. Give a detailed estimate of the value of all important improvements on the land, such as buildings; also the amounts and values of the several classes of land.

All subject to cultivation

8. If any portion of the land is irrigated, state what water rights go with the land and how much of the cultivated and how much of the uncultivated land is capable of irrigation.

Water rights in the San Elisario Canal

9. State the selling price of similar land in the vicinity.

\$150.00 to \$225.00 per acre

10. State fully any other matters relative to the land or to the purchase that may be of interest to the Government, especially concerning possible injury or benefit to other portions of this tract.

Takes the entire holding of the contractor

Dated

March

, 192

8

(Signature) **Geo. W. Handley**

REPORT ON LAND PURCHASE CONTRACT

Junior Engineer

(Title)

ILLUSTRATION DEPARTMENT

In Charge of Negotiations.

Approved:

L.R. Flock

Acting Superintendent

DEPARTMENT OF THE INTERIOR

GOVERNMENT PRINTING OFFICE

FEES \$ 1.25

EL PASO, TEX. 4/27 1928

RECEIVED FOR RECORD THE FOLLOWING INSTRUMENT:

NO.

M. M. Winningham

15086

To

United States of America

W.D.

W. D. GREET, COUNTY CLERK

RETURN THIS RECEIPT

340 BY Geo H. Gault

BY

DEPUTY

State ad Valorem, - - - - -	\$	79
School ad Valorem, - - - - -		63
Revenue and School Poll, - - - - -		1.50
County ad Valorem, - - - - -		57
County Specials, - - - - -		1.16
County Poll, - - - - -		50
		<hr/>
TOTAL TAXES, - - - - -	\$	5.15

...Collector of Taxes, El Paso County. ...

Received of

Christ Anderson

the following amounts in payment of State, School and County Taxes for the year 1895, on Personal Property and the following described Real Estate:

Value of Assessment, \$ 315.

Rate per \$100—\$1.00.

[illegible]

El Paso, Texas,

12/10

1895

By

J. P. O'CONNOR, Tax Collector.

Deputy.

Collector of Taxes, El Paso County.

Received of *Cesaria Ferrado And*

the following amounts in payment of State, School and County Taxes for the year 1900, on Personal Property and the following described Real Estate:

Value of Assessment, \$ 60.00

Rate per \$100—\$1.00

State ad Valorem.	-	-	-	-	\$	10
School ad Valorem.	-	-	-	-	\$	11
Revenue and School Poll,	-	-	-	-	\$	150
County ad Valorem.	-	-	-	-	\$	14
County Special.	-	-	-	-	\$	25
County Poll.	-	-	-	-	\$	50
Ysleta Specials,	-	-	-	-	\$	
Clint School,	-	-	-	-	\$	
Penalty.	-	-	-	-	\$	26
Total Taxes.	-	-	-	-	\$	286

LANDS					TOWN LOTS		
ABST. NO.	CERT. NO.	SURVEY NO.	ORIGINAL GRANTEE	NO. ACRES	NO. LOT	NO. BLOCK	ADDITION
				Socorro	1		

El Paso, Texas,

Mar 6th 1901

Edward A. Caples
EDWARD A. CAPLES, Tax Collector.

By Deputy.

No. 2114

OFFICE OF

COLLECTOR OF TAXES, EL PASO COUNTY.

Received of Cecilia Pesaria Jurado
the following amounts in payment of State, School and County Taxes for the year
1901, on Personal Property and the following described Real Estate:

Value of Assessment, \$ 85 Rate per \$100, \$ 1.07

State ad Valorem	\$ 14
School ad Valorem	15
Revenue and School Poll	
County ad Valorem	27
County Specials	35
County Poll	
Yaleta Special	
Clint School	
Penalty	08
TOTAL TAXES	\$ 93

LANDS				TOWN LOTS			
Abst. No.	Cert. No.	Survey No.	ORIGINAL GRANTEE	No. Acres	No. Lot	No. Block	ADDITION
465			Muligaris	1	Muligaris	1	
216			Acorro 27/10		Acorro	1	
1901							

El Paso, Texas,

Feb 17 1902

By E. J. Caples Tax Collector.
Leod Harp Deputy

No. 2247

OFFICE OF

COLLECTOR OF TAXES, EL PASO COUNTY.

Received of Asario Juado

the following amounts in payment of State, School and County Taxes for the year
1902, on Personal Property and the following described Real Estate:

Value of Assessment, \$ 85

Rate per \$100, \$ 1.01

State ad Valorem	\$ <u>14</u>
School ad Valorem	<u>15</u>
Revenue and School Poll	
County ad Valorem	<u>22</u>
County Specials	<u>35</u>
County Poll	
Ysleta Special	
Clint School	
Penalty	<u>09</u>
TOTAL TAXES	<u>95</u>

LANDS

TOWN LOTS

Abst. No.	Cert. No.	Survey No.	ORIGINAL GRANTEE	No. Acres	No. Lot	No. Block	ADDITION
216			What of Socorro	2 1/2			
			Socorro		1		
1902							

El Paso, Texas

2/20

1902

Charles N. Davis Jr
By Charles Davis Jr

Tax Collector.

Deputy.

3105
No. 2605

OFFICE OF

COLLECTOR OF TAXES, EL PASO COUNTY.

Received of Cesaris Jurado
the following amounts in payment of State, School and County Taxes for the year
1902, on Personal Property and the following described Real Estate:

Value of Assessment, \$ 80.00

Rate per \$100, \$ 104 1/3

State ad Valorem	\$ 16
School ad Valorem	15
Revenue and School Poll	
County ad Valorem	20
County Specials	33
County Poll	
Ysleta Special	
Clint School	
Penalty	08
TOTAL TAXES	92

LANDS

TOWN LOTS

Abst. No.	Cert. No.	Survey No.	ORIGINAL GRANTEE	No. Acres	No. Lot	No. Block	ADDITION
216			Juhal S. Acorro	27 10			

1902
TAXES OF 1905

El Paso, Texas 3/1 190

Chas. Davies Jr. Tax Collector.
By Geo. Horner Deputy.

No. 2542

OFFICE OF

COLLECTOR OF TAXES, EL PASO COUNTY.

Received of Cesaris Jurado

the following amounts in payment of State, School and County Taxes for the year 1903, on Personal Property and the following described Real Estate:

Value of Assessment, \$

Rate per \$100, \$ 1.01

State ad Valorem	\$ 14
School ad Valorem	15
County ad Valorem	20
County Specials	32
Yaleta Special	
Clint School	
Van Horn School	08
Penalty	
TOTAL TAXES	\$ 90

LANDS

TOWN LOTS

Abst. No.	Cert. No.	Survey No.	ORIGINAL GRANTEE	No. Acres
-----------	-----------	------------	------------------	-----------

716

Inhab of Socorro

71/10

No. Lot	No. Block	ADDITION
---------	-----------	----------

1

El Paso, Texas

Mar 7th

1904

Chas Davis

Tax Collector.

By

Deputy.

No. 2778

OFFICE OF

COLLECTOR OF TAXES, EL PASO COUNTY.

Received of Cesario Juarez

the following amounts in payment of State, School and County Taxes for the year

1904, on Personal Property and the following described Real Estate:

Value of Assessment, \$ 8000

Rate per \$100, \$ 104

State ad Valorem.....	\$	14
School ad Valorem		126
County ad Valorem		20
County Specials		33
Ysleta Special		
Clint School.....		
Van Horn School		
Penalty		28
TOTAL TAXES	\$	189

LANDS				TOWN LOTS			
Abst. No.	Cert. No.	Survey No.	ORIGINAL GRANTEE	No. Acres	No. Lot	No. Block	ADDITION
216			Inhab of Socorro 57/10 Socorro		1		
		</					

No. 727

OFFICE OF

COLLECTOR OF TAXES, EL PASO COUNTY.

Received of Cesaria J. De Anderson

the following amounts in payment of State, School and County Taxes for the year
1906 on Personal Property and the following described Real Estate:

Value of Assessment, \$ 125.00

Rate per \$100, \$ 95

State ad Valorem	\$ <u>25</u>
School ad Valorem	<u>22</u>
County ad Valorem	<u>32</u>
County Specials	<u>40</u>
Ysleta Special	
Clint School	
Van Horn School	
Penalty	
TOTAL TAXES	\$ <u>119</u>

LANDS

TOWN LOTS

Abet. No.	Cert. No.	Survey No.	ORIGINAL GRANTEE	No. Acres	No. Lot	No. Block	ADDITION
716			Inhab of Socorro	2 1/2 Socorro	1		
1906							

El Paso, Texas

July 17 1907

By

W. D. Watson

Tax Collector.

Deputy.

No. 3548

OFFICE OF

COLLECTOR OF TAXES, EL PASO COUNTY.

Received of Guth Anderson

the following amounts in payment of State, School and County Taxes for the year
1907, on Personal Property and the following described Real Estate:

Value of Assessment, \$ 280

Rate per \$100, \$ 89⁵

State ad Valorem	\$ <u>35</u>
School ad Valorem	<u>56</u>
County ad Valorem	<u>70</u>
County Specials	<u>90</u>
Ysleta Special	
Clint School	
Van Horn School	
Penalty	<u>25</u>
TOTAL TAXES	\$ <u>2.76</u>

LANDS

TOWN LOTS

Abst. No.	Cert. No.	Survey No.	ORIGINAL GRANTEE	No. Acres	No. Lot	No. Block	ADDITION
216			Sacorro	28			
1907							

W. A. BELL & CO. PRINTING, ST. LOUIS.

El Paso, Texas March 3 1908

Geo Harper Tax Collector.
By Geo. C. White Deputy.

No. 511

OFFICE OF

COLLECTOR OF TAXES, EL PASO COUNTY.

Received of Cervasio J. de Anderson

the following amounts in payment of State, School and County Taxes for the year
1907, on Personal Property and the following described Real Estate:

Value of Assessment, \$ 150

Rate per \$100, \$ 89 1/2

State ad Valorem	16
School ad Valorem	26
County ad Valorem	33
County Specials	41
Ysleta Special	
Clint School	
Van Horn School	
Penalty	12
TOTAL TAXES	\$ 128

LANDS

TOWN LOTS

Abst. No.	Cert. No.	Survey No.	ORIGINAL GRANTEE	No. Acres	No. Lot	No. Block	ADDITION
-----------	-----------	------------	------------------	-----------	---------	-----------	----------

216

Sacorro

2 1/2

Geo

1

El Paso, Texas

March 3 1908

Geo Harper Tax Collector.
By Jas C White Deputy.

No. 651

OFFICE OF

COLLECTOR OF TAXES, EL PASO COUNTY.

Received of Cesarino J de Anderson
the following amounts:

the following amounts in payment of State, School and County Taxes for the year 1908, on Personal Property and the following described Real Estate:

Value of Assessment, \$ 430

Rate per \$100, \$ 73 $\frac{1}{2}$ ✓

State ad Valorem	\$ 27
School ad Valorem	72
County ad Valorem	86
County Specials	133
Yaleta Special	
Clint School	
Van Horn School	
Penalty	
TOTAL TAXES	\$ 318

LANDS				TOWN LOTS			
Abst. No.	Cert. No.	Survey No.	ORIGINAL GRANTEE	No. Acres	No. Lot	No. Block	ADDITION
216			Secorro	2 1/2 28	1		

El Paso, Texas.

Dec 23 1908

By

Geo Harper

Tax Collector.

Joe White

Deputy.

OFFICE OF

COLLECTOR OF TAXES, EL PASO COUNTY.

Received of Cesaris J. de Andersson
the following amount: \$100.00

the following amounts in payment of State, School and County Taxes for the year **1909** on Personal Property and the following described Real Estate:

Value of Assessment, \$170

Rate per \$100, \$ 73 ²/₃

State ad Valorem.....	\$	29
School ad Valorem.....		38
County ad Valorem.....		43
County Specials.....		46
Concordia School.....		
Clint School.....		
San Elizario School.....		
Sierra Blanco School.....		
Van Horn School.....		
Kent School.....		
Penalty.....		
TOTAL TAXES.....	\$	136

LANDS					TOWN LOTS			
Abst. No.	Cert. No.	Survey No.	ORIGINAL GRANTEE	No. Acres		No. Lot	No. Block	ADDITION
216			Socorro	2 1/2	Socorro	1		
1009								

El Paso, Texas

JAN 12 1910

7.9

18 Rue Page 1 Lini 39

Geo Harper.

TAM COLLEGE

Tax Collector.

By

By Jas Cowie TAP COLLECTOR

Deputy.

No. 4603

OFFICE OF

COLLECTOR OF TAXES, EL PASO COUNTY.

Received of

C. J. Anderson

the following amounts in payment of State, School and County Taxes for the year
1909 on Personal Property and the following described Real Estate:

Value of Assessment, \$ 700⁰⁰

Rate per \$100, \$ 73 ²/₃

State ad Valorem	\$ 35
School ad Valorem	177
County ad Valorem	175
County Specials	189
Concordia School	
Clint School	
San Elizario School	
Sierra Blanco School	
Van Horn School	
Kent School	
Penalty	
TOTAL TAXES	\$ 516

LANDS

TOWN LOTS

Abst. No.	Cert. No.	Survey No.	ORIGINAL GRANTEE	No. Acres	No. Lot	No. Block	ADDITION
216	(P. Anderson)		Decors	28			
1000							

El Paso, Texas

JAN 12 1910

19

By

Geo. L. Anderson Tax Collector.
C. J. Anderson Deputy

11-43

COLLECTOR OF TAXES, EL PASO COUNTY.

the following amounts in payment of State, School and County Taxes for the year
1910, on Personal Property and the following described Real Estate:

Rate per \$100, \$ 72

State ad Valorem.....	\$	8
School ad Valorem.....		33
County ad Valorem.....		50
County Specials.....		53
Concordia School.....		
Clint School.....		
San Elizario School.....		
Sierra Blanco School.....		
Van Horn School.....		
Kent School.....		
Penalty.....		
TOTAL TAXES.....	\$	144

1910

Jan 3/ 191/

Geo Harper
J M Higgins

Deputy.

MAR 9 - 1906

RECEIVED of Mr. Frank Anderson 1906

El Paso, Texas

Dollars, Listing Fees

in Redemption of ~~Notes~~ 216 - Deacons

Blk. Addition 35 acres

\$ 6.00

Wm. J. J. J.
Clerk County Court, El Paso County, Texas.

ELLIS BROS., PRINTERS.

This Receipt is not valid if issued before October 1st, 1911,
or after April 30th, 1912.

NO.

939

Received of

J. C. Cassa Anderson

Texas,

11/12

1912

In payment of State and County Taxes for the year 1911 on personal property

County, as shown on Roll

Page 11 Line 4300

The sum of
Dollars,

552

770-511-1500B.

TAXES

State Ad Valorem \$ 81

School Ad Valorem 168

State and School Poll

Penalty 163

County Ad Valorem 200

County Special

County Special Road

County Poll

District School 607

Penalty 58

PERSONAL

TOTAL TAXES 552

LANDS

Abst. No. Cert. No. Surv. No.

ORIGINAL GRANTEE

Acres

CITY OR TOWN

Lot

Block

Div.

VALUE

Anderson

28

Anderson

1

Anderson

6000

TOTAL VALUE OF ALL PROPERTY ASSESSED

11

600

By

Von Bockmann-Jones Co., Printers, Austin, Texas.

Deputy.

1911

Tax Collector

County, Texas.

OFFICERS

W. H. BUCHER
President

N. H. GILLOT
Vice-President

TOM B. NEWMAN
Vice-President

JAMES W. GIBB
Treasurer

A. G. FOSTER
Secretary

Pioneer Abstract & Guarantee Title Company

First National Bank Building

El Paso, Texas

April 19th, 1928

DIRECTORS

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

LEGAL DEPARTMENT

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

Bureau of Reclamation,
Toltec Club Building,
El Paso, Texas.

Our File C-5294

Gentlemen:

Attention Mr. H. J. S. Devries.

We have examined the title to 6.98 acres in the Socorro Grant, being the land which M. M. Winningham is to convey to the United States of America and from such examination find the title to be vested in M. M. Winningham except for taxes and water charges.

We have a tax certificate which was furnished by Mr. Winningham and same shows taxes delinquent for several years which, at this time, amount to \$340.08.

We have made no investigation as to the condition of the water charges.

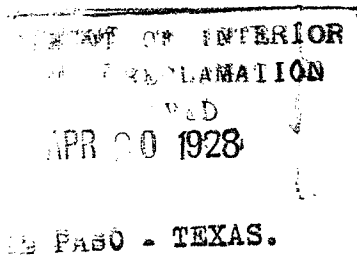
Since the sale price of this land is \$778.87 there will be sufficient money in the deal for the taxes to be paid from the proceeds.

Very truly,

W. H. Bucher

Manager.

AGF



El Paso, Texas, May 12, 1928.

From: District Counsel
To: Acting Superintendent, Rio Grande Project.
Subject: Acquisition of Land - Opinion of title to land described in contract dated March 15, 1928, with M. M. Winningham; area 5.99 acres - Consideration \$778.67 for Riverside Canal - Rio Grande Project.

1. There is transmitted herewith certificate of guarantee of title of the Pioneer Abstract and Guarantee Title Company No. 5294, original recorded deed and two copies thereof, original contract and all title papers relating thereto covering the above named land purchase.

2. Taxes under the laws of Texas become a lien on real property as of the 1st day of January. However, the taxing authorities have not yet ascertained and levied taxes for the current year. Hence as to 1928 taxes there need be no concern.

3. There are also transmitted herewith Tax Collector's certificate covering state and county taxes totalling \$340.76 and El Paso County Water Improvement District No. 1 in the sum of \$137.54, respectively. There is also transmitted bill of the Pioneer Abstract and Guarantee Title Company for the guarantee certificate at a charge of \$15.00. I find a satisfactory title free and clear of liens and encumbrances to be properly vested in the United States excepting as to liens or taxes as shown by the above named certificates. Payment was made to the County Tax Collector of the sum of \$5.00 to cover the preparation of the tax certificate by Voucher No. 788, fiscal year 1928, dated January 18, 1928, by L. S. Kennicott, fiscal agent.

4. Out of the total consideration there should be deducted the above named payment of \$5.00 and the following named amounts paid and deducted:

Tax Collector, El Paso County, Texas	\$340.76
El Paso Co. Water Imp. District #1	137.54
Pioneer Abstract Guarantee	15.00

5. At the time of payment of taxes and water assessments the respective collectors' receipt should be stamped on the tax certificates. Thereafter the balance of the consideration, namely \$280.57, may be paid to the grantor M.M. Winningham.

H. J. S. Davies

El Paso, Texas, April 14, 1928.

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

Dear Sir:

There is transmitted herewith original land purchase contract dated March 15, 1928, between the United States of America and H.M. Winingham covering the purchase by the United States of a tract of land in the Socorro Grant. Will you kindly record the same and return the contract, billing the Bureau of Reclamation for the recording fee.

There is also enclosed an extra copy of plat which accompanies the original contract for your use in placing the contract of record.

Very truly yours,

H.J.S. Devries,
District Counsel.

MEMORANDUM OF AGREEMENT TO SELL.

Whereas the United States is desirous of purchasing for use in connection with the Riverside Canal and incidental works in connection with the Rio Grande Project a tract of land belonging to the undersigned in the Rosalia Carpea survey in the Socorro Grant, El Paso County, Texas which tract contains about 7 or 8 acres of land, bounded on the north by property of T. B. Dockery, on the east by property of Francisco Jurado, on the south by the Franklin feeder canal, and on the west by property of Vicente Ortiz,

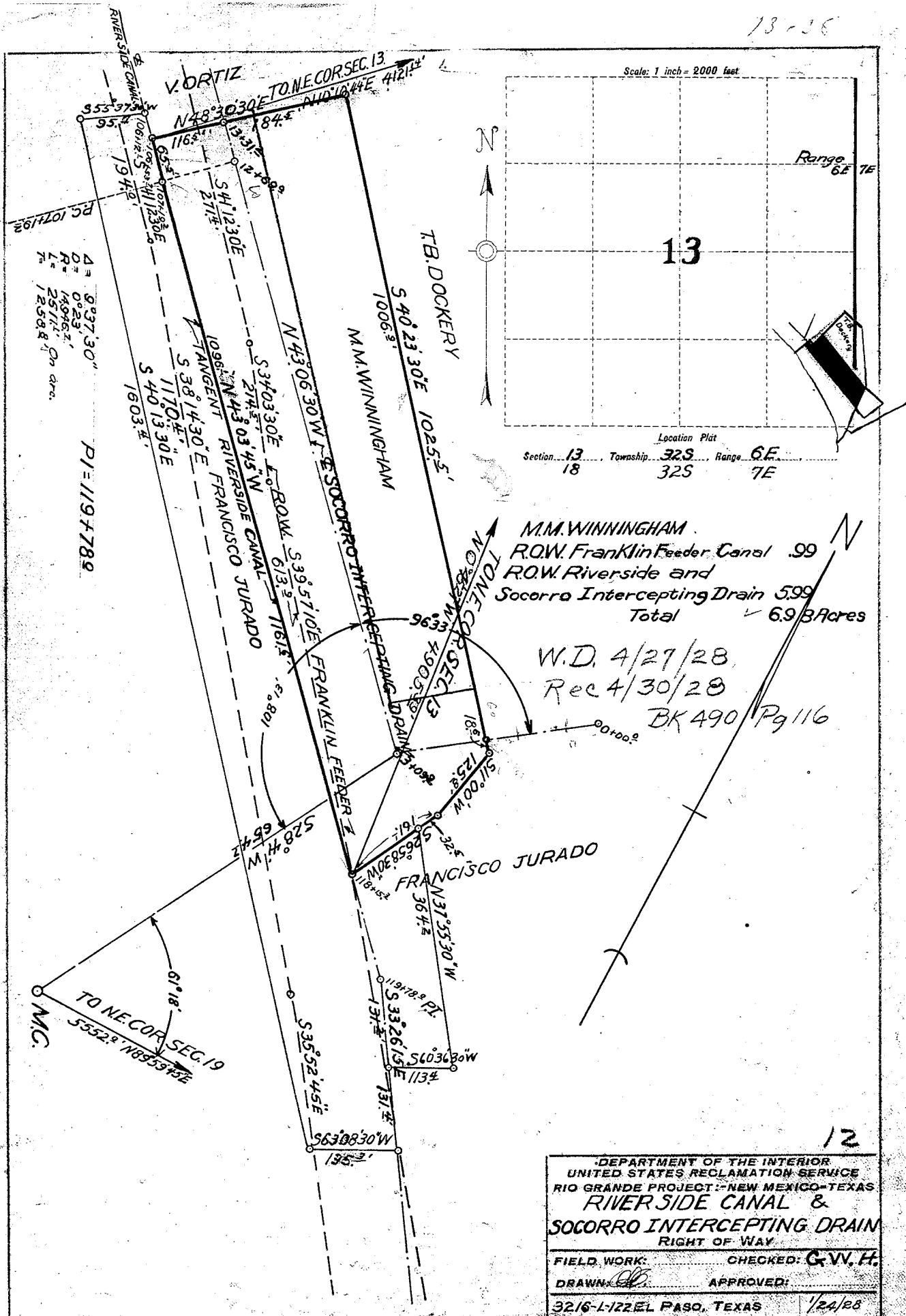
Now therefore the undersigned agrees to sell to the United States the said tract of land for \$ Seven hundred seventy seven ⁹⁷/₁₀₀ out which amount the United States may pay any amounts which may be due for state and county taxes and assessments due the El Paso County Water Improvement District No. 1, as shown by certificates of said district and the County of El Paso, respectively, which amounts are liens upon the said tract of land and the undersigned will execute the usual contract of purchase and sale with the United States as soon as a survey plat is prepared by the Bureau of Reclamation, the undersigned thereafter to execute a warranty deed to said land to the United States and deliver an abstract showing a good marketable fee simple title in the United States free and clear of all liens and encumbrances except tax liens which are to be paid out of the purchase price by the United States, the United States to bear the expense of bringing the abstract down to date, and it is agreed that the United States may at once enter upon said tract of land to construct irrigation works free of any claim for damages by the undersigned for such entry.

Dated at El Paso, Texas, this 7 day of December, A. D. 1927.

M. M. Williamson

Witnesses:

Geo. W. Hoadley



CERTIFICATE BY PROJECT SUPERINTENDENT

I HEREBY CERTIFY that the land described in attached land purchase contract dated March 15th, 1928, between the United States of America and M. M. Winningham, is required for the purpose authorized by the Act of June 17, 1902, of the Rio Grande Federal Irrigation Project; that the consideration to be paid thereunder, namely, \$778.87, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

Dated at El Paso, Texas, this 27th day of March, 1928

L.R. Flock
Acting Superintendent.
Bureau of Reclamation

REPORT OF BOARD OF APPRAISAL

We, the undersigned, members of a board appointed on the 10th day of May 1933 under an act to be amended by the United States Congress, H. R. 11111, for the purpose of appraising the right-of-way of the Erie Canal Federal Extension project described in a resolution passed March 15th, 1933, find that the fair and reasonable value of said land is the sum of \$700.00.

Attest: Done, March 15th, 1933.

Representative H. H. Smith
Public Representative, Erie Canal

Representative J. S. Wilson
Public Representative, Erie Canal

CERTIFICATE OF POSSESSION

I HEREBY CERTIFY that I have personally examined the land described in attached land purchase contract dated March 15th, 1928, between the United States of American and M. M. Winningham, and the proposed grantor is in actual, sole and exclusive possession of the land proposed to be conveyed, claiming to be the owner thereof, and no person claiming a right in such land adverse to the proposed grantor is in possession of any part of it.

Dated at El Paso, Texas, this 27th day of March, 1928.

Geo.W.Hoadley

Junior Engineer
Bureau of Reclamation.

PLAT OF LANDS ONE MILE SOUTH
OF THE TOWN OF SACOPRA, EL PASO
COUNTY, TEXAS.

SURVEYED OCT. 23, 1912.

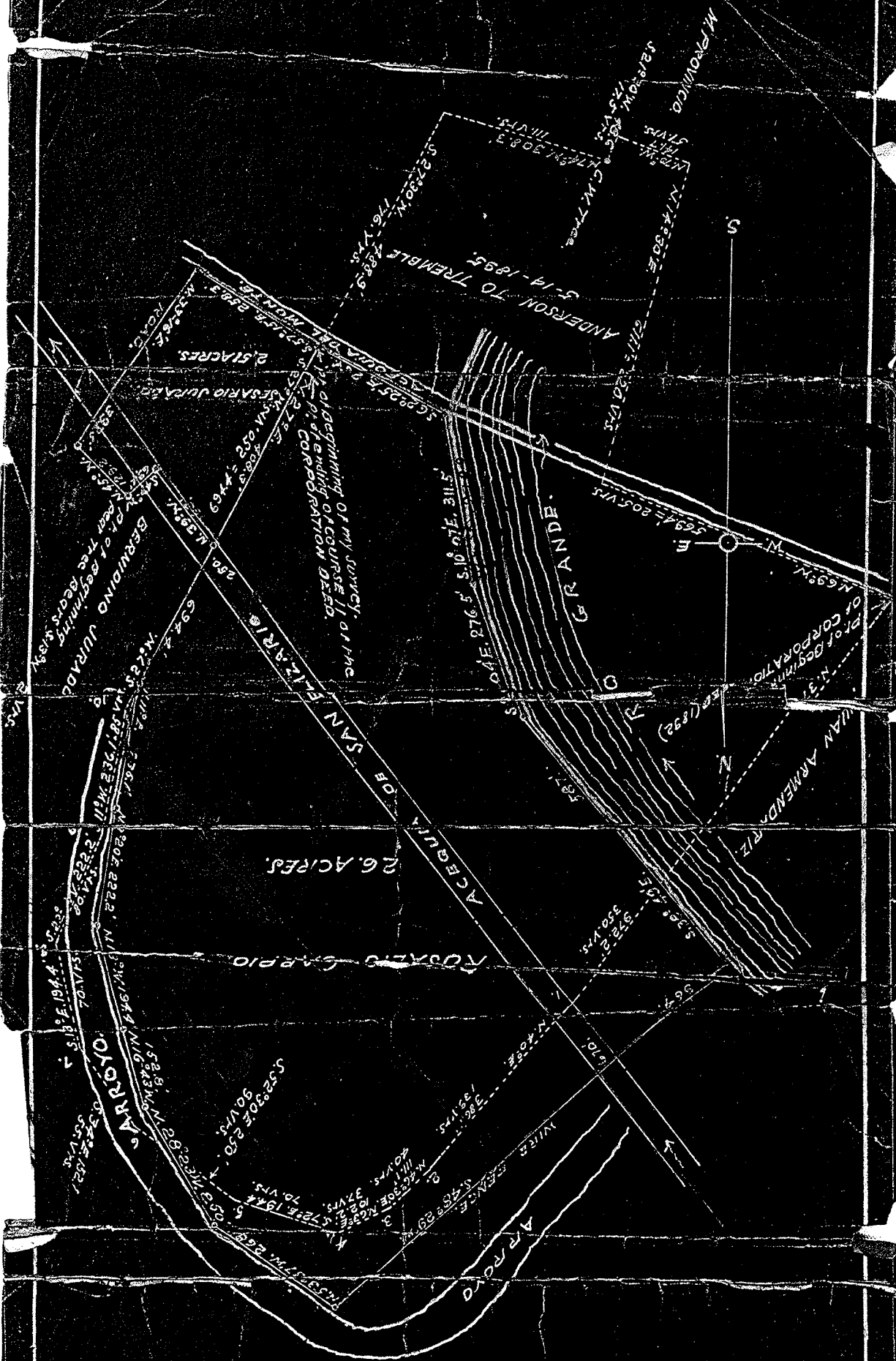
BY R. J. OWEN, C.E.

SCALE 1 IN. = 200 FT.

Dotted lines taken from CORPORATION DEED.

Solid Lines represent my survey.

R.J. Corman, C.E.



Suit #18822
65 Dist Court
March 16th 1922

10761

IN THE DISTRICT COURT OF EL PASO COUNTY,
TEXAS, 41ST JUDICIAL DISTRICT.

To the Honorable A. M. Walthall, Judge of said Court:-

Comes now Cesaria Jurado Anderson, widow of Christ Anderson, of El Paso County, Texas, hereinafter styled plaintiff, and complaining of John P. Goodwin and Mary L. Goodwin, ~~heretofore the~~ wife of said Goodwin, L. G. Gillett, Walter S. Trimble and George Allen, whose addresses are to plaintiff unknown; and W. M. Peticolas, T. B. Dockery, P. R. Price, E. Krause and R. V. Bowden, of El Paso, El Paso County, Texas, hereinafter styled defendants, alleges:

I.

That plaintiff was, both prior to and during all the times hereinafter set forth, the lawful wife of Christ Anderson, and since the time of the death of the said Anderson, on the _____ day of _____, A. D. _____, has been his widow.

II.

That while said marriage between plaintiff and said Christ Anderson was in full force and effect, and said parties were cohabiting as man and wife, to-wit, on the 26th day of May, 1892, said Anderson and plaintiff purchased, by warranty deed, the following described tract or parcel of land from the lawful owner thereof, to-wit, Emeteria Carpio, widow of Rosalio Carpio, lying within the corporate limits of Socorro, El Paso County, Texas, and more particularly described as follows, to-wit

Beginning on the bank of Acequia del Monte on line of Juan Armendariz; thence N. 37° E. along said land to N.E. corner of same on San Elizario Ditch 350 varas; thence N. 40° E. 139 varas down an arroyo; thence N. 46½° E. 40 varas still down same; thence N. 53° E. 37 varas to bend in same; thence S. 72° E. 70 varas; thence S. 52½° E. 90 varas; thence S. 34° E. 55 varas; thence S. 13° E. 70 varas; thence S. 22° W. 80 varas; thence S. 11° W. 85 varas to where

leave arroya; thence S. 26° W. at 90 varas cross San Eliza-
rio Ditch and 250 to Acequia del Monte; thence S. 27½° W.
176 varas to border; thence N. 74° W. 111 varas to cotton-
wood tree; thence S. 21½° W. 17½ varas to corner of land;
thence N. 70° W. 51 varas with land of M. Provencio;
thence N. 14½° E. 220 varas to W. bank of Acequia del Monte;
thence N. 69° W. 205 varas N. bank of said ditch to place
of beginning, and containing 35 acres of land, more or
less.

Which said warranty deed to the property above de-
scribed is on file in the Office of the County Clerk of El
Paso County, Texas, Deed Records, Book 13, Page 202.

III.

That shortly thereafter and long prior to May 14,
1895, plaintiff and her said husband built a home on said prop-
erty, *and then and there began occupying the same as such* and declared said property and all of same to be a home-
stead, and plaintiff alleges that at all times since said 26th
day of May, 1892, said above described property, and all of
the same, has been the homestead of herself and her said hus-
band, *and occupied by her as such* and is now the homestead of plaintiff herein.

IV.

That on or about the 14th day of May, 1895, said
Christ Anderson, individually, by warranty deed, which is re-
corded in Book 39, Page 293 of the Deed Records of El Paso
County, Texas, attempted to and did unlawfully deed to one
Walter Trimble the following described property, the same be-
ing a portion of said property purchased by plaintiff and her
husband from said Emeteria Carpio, described in Paragraph II
hereof, the land which he therein attempted to deed being more
particularly described as follows, to-wit:

All that certain tract or parcel of land lying within the
corporate limits of Socorro, El Paso County, State of Tex-
as, and more particularly described as follows, to-wit:
Beginning on Bank of Acequia del Monte, on line of land
of Andres Jurado; thence South 27½° West 176 varas to
border; thence North 74° West 111 varas to cottonwood
tree; thence South 21½° West 17½ varas to corner of land
of M. Provencio; thence North 14½° East 220 varas to North
bank of Acequia del Monte; thence along said acequia to
place of beginning.

V.

Your petitioner alleges and charges such to be the fact that said purported warranty deed, given by her said husband to said Walter Trimble, was not signed or acknowledged by her; that she did not join in the same; that same was given without her knowledge, and that said Walter Trimble and her said husband joined together therein to defraud plaintiff of said portion of her homestead, contrary to the laws of the State of Texas for such cases made and provided.

VI.

That on or about the 2nd day of January, 1896, plaintiff's husband fraudulently joined by one calling herself Ruth Anderson, and alleging that she was the wife of said Christ Anderson, fraudulently attempted to give a Deed of Trust, Book 11, Page 133, Deed Records of El Paso County, Texas, to one George Allen, Trustee, for the benefit of Walter S. Trimble, to secure said beneficiary under said Deed of Trust in the payment of an alleged promissory note for the principal sum of One Hundred (\$100.00) Dollars, dated January 2, 1896, due one year after date, with ten per cent interest per annum from date until paid, and ten per cent additional as attorney's fees in case same was placed in the hands of an attorney for collection, and plaintiff alleges that said Deed of Trust purports to convey the same land described in Paragraph II hereof, to-wit, plaintiff's said homestead.

VII.

Plaintiff alleges and charges such to be the fact that the said George Allen, Walter S. Trimble, ^{and so called} Ruth Anderson, and plaintiff's husband, Christ Anderson, unlawfully conspired together in giving said purported deed of trust, for the purpose of defrauding plaintiff; that each knew well that plaintiff was then the lawful wife of said Christ Anderson; and plaintiff further alleges that said woman calling herself

A.

thru

Ruth Anderson was in truth and in fact not the wife of said Christ Anderson, and never was, but plaintiff was then and before and since the lawful wife of said Christ Anderson, and said woman calling herself Ruth Anderson had no right or authority to sign said Deed of Trust as the wife of said Anderson, and said Deed of Trust is void and a cloud on plaintiff's title to said land therein attempted to be conveyed.

VIII.

That said fraudulent and void Deed of Trust was given without plaintiff joining therein or acknowledging the same, and without her knowledge, and plaintiff alleges that she has remained in ignorance of said purported Deed of Trust and said purported Warranty deed described in Paragraph II from said January 2, 1896, until a short time before bringing this suit, when the fact of said Deed of Trust, ^{and Warranty deed} having been given was learned by her accidentally. \$100 Dollars, of even

IX.

That said Walter S. Trimble, one of the defendants herein, by warranty deed, (Book 57, Page 1, Deed Records of El Paso County, Texas), dated April 4, 1901, attempted to deed to John P. Goodwin and E. Krause, said tract of land purported to have been purchased from said Christ Anderson by him on the 14th day of May, 1895, above described in Paragraph IV hereof, same being a portion of plaintiff's said homestead.

X.

That on or about the 4th day of June, 1901, R.V. Bowden, one of the defendants herein and Substitute Trustee for George Allen, Trustee in said purported Deed of Trust referred to, in Paragraph VI hereof, attempted to deed said land (Book 57, Page 201, Deed Records of El Paso County, Texas), described in Paragraph II hereof, under the authority given said Allen, Trustee, and the Substitute Trustee in said Deed of Trust described in Paragraph VI hereof, to J. P. Goodwin and E. Krause, same being plaintiff's said homestead.

XI.

That on or about the 12th day of March, 1902, the said E. Krause, one of the defendants herein, by warranty deed (Book 58, Page 362, Deed Records of El Paso County, Texas), attempted to deed to J. P. Goodwin all the land described in Paragraph II hereof, same being plaintiff's said homestead.

XII.

That on or about the 5th day of January, 1903, said John P. Goodwin and Mary L. Goodwin, his wife, both being defendants herein, by Deed of Trust (Book 19, Page 192, Deed Records of El Paso County, Texas), attempted to deed said land described in Paragraph II hereof, same being plaintiff's said homestead, to W. M. Peticolas, Trustee for ^{only} T. B. Dockery, Beneficiary, to secure the payment of one promissory note in the principal sum of Six Hundred (\$600.00) Dollars, of even date with said alleged Deed of Trust, due ninety days after date, with interest at ten per cent until paid, with ten per cent additional as attorney's fees in case said note was placed in the hands of an attorney for collection.

XIII.

That on or about the 4th day of April, 1903, said John P. Goodwin, one of the defendants herein, by Deed of Trust (Book 19, page 302, Deed Records of El Paso County, Texas), attempted to deed to L. G. Gillett, Trustee, said land described in Paragraph II hereof, same being plaintiff's said homestead, to secure ^{only} T. B. Dockery in the payment of eleven promissory notes therein described, executed by J. P. Goodwin and payable to ^{only} T. B. Dockery.

XIV.

That on or about the 22nd day of January, 1904, said J. P. Goodwin, one of the defendants herein, by warranty deed (Book 117, Page 216, Deed Records of El Paso County, Texas), attempted to deed to R. V. Bowden said land described

in Paragraph II hereof, same being plaintiff's said homestead.
XV.

That on or about the 14th day of March, 1904, said John P. Goodwin and E. Krause, by quit-claim deed (Book 126, Page 503, Deed Records of El Paso County, Texas), attempted to deed to T. B. Dockery said land described in Paragraph II hereof, same being plaintiff's said homestead.

XVI.

That on or about the 21st day of December, 1904, P. R. Price, one of the defendants herein, Trustee in Bankruptcy of the Estate of said John P. Goodwin, adjudged a bankrupt on the _____ day of _____, 1904, entered suit in the _____ District Court of El Paso County, Texas, same being carried as No. 5480 on the civil docket of said court, against said J. P. Goodwin and said R. V. Bowden to cancel certain transfers (as having been made to defraud creditors) from said J. P. Goodwin to said R. V. Bowden, of certain lands situated near the Town of Ysleta, in the County of El Paso, Texas, of which part was the same land described in Paragraph II hereof, the same being plaintiff's said homestead; that said suit was dismissed at plaintiff's cost, May 1, 1905, said bankrupt having been discharged in bankruptcy on the _____ day of _____, 1905.

XVII.

That on or about the 14th day of July, 1905, said R. V. Bowden, one of the defendants herein, by deed of trust and mortgage (Book 32, Page 9, Deed Records of El Paso County, Texas), attempted to subscribe for and to agree to take ninety shares of the capital stock of the El Paso Valley Water Users Association, the said shares of stock and all rights and interests represented thereby or incident thereto and to be inseparably appurtenant to said land hereinabove described in Paragraphs II and IV hereof, same being plaintiff's homestead.

THAT ASSOCIATION II HEREOF' CASE DOYNE DYSTHETIC, & SAYS HONORARY.
That plaintiff desires the benefits accruing to her land from this agreement with the said Association, but denies that said defendant Bowden had any right or authority to bind her land, and plaintiff further desires to be substituted for said Bowden in said agreement with said Association.

XVIII.
or about That on the 29th day of November, 1907, said R. V. Bowden, one of the defendants herein, by quit-claim deed, attempted to deed to T. B. Dockery (Book 127, Page 434, Deed Records of El Paso County, Texas), the said land described in Paragraph II hereof, same being plaintiff's said homestead.

XIX.
or about That on the 20th day of March, 1908, L. G. Gillett, one of the defendants herein, Trustee, attempted to release to said J. P. Goodwin the lien given by said Goodwin, described in Paragraph XIII hereof, on said property above described in Paragraph II hereof, same being plaintiff's said homestead, in consideration of the full and final payment of said eleven promissory notes above described in Paragraph XIII hereof, belonging to T. B. Dockery.

XX.
That on or about the ____ day of March, 1908, said W. M. Peticolas, one of the defendants herein, Trustee, and said T. B. Dockery, another of the defendants herein, attempted to release and quit-claim *(Book 127 Page 439 Deed Records El Paso County)* to said J. P. Goodwin and said Mary L. Goodwin, his wife, the lien arising under a certain purported deed of trust hereinabove described in Paragraph XII hereof, and given by them, the said Goodwin and wife, for the benefit of said Dockery, the consideration for said release being the payment of said note for Six Hundred (\$600) Dollars, described in said Paragraph XII, said land released was the same land hereinabove described in Paragraph II hereof, and is plaintiff's said homestead.

XXI.

That on or about the 20th day of March, 1908, said L. G. Gillett, one of the defendants herein, Trustee, and said T. B. Dockery, another of the defendants herein, attempted to release said John P. Goodwin from the lien arising under that certain ^{noted} Deed of Trust hereinabove described in Paragraph XIII hereof, and given by said Goodwin for the benefit of said Dockery, the consideration being the full and final payment of said eleven certain promissory notes therein also described, by said Goodwin, said release being recorded in Book 130, Page 333, Deed Records of El Paso County, Texas; said land released was the same land hereinabove described in Paragraph II hereof and is plaintiff's said homestead.

XXII.

That on or about the 20th day of March, 1908, said W. M. Peticolas, one of the defendants herein, Trustee, and said T. B. Dockery, another of the defendants herein, attempted to release ^{said John P. Goodwin from} that certain deed of trust hereinabove described in Paragraph XII hereof, given by said John P. Goodwin and wife to said W. M. Peticolas, to secure the payment of one certain promissory note in the sum of Six Hundred (\$600.00) Dollars, the consideration for said release being the full and final payment of said notes for Six Hundred (\$600.00) Dollars; said land described in said purported release of said deed of trust is the same land hereinbefore described in Paragraph II hereof, and plaintiff's said homestead.

XXIII.

That plaintiff has been in peaceful, adverse possession of said land described in Paragraph II hereof, to-wit, Deeds of Trust, Quit-claim Deeds, and other instruments and releases hereinabove specifically set forth, beginning with May 10, 1902, up to the present time, and is still in peaceful possession of said land. That said attempted transfer by Christ Anderson to Walter S. Trimble of ^{a portion of} said plaintiff's homestead, as set forth in Paragraph IV hereof, is a cloud on plaintiff's title, to her damage.

XXIV.

Plaintiff alleges and charges such to be the fact that she has lived constantly on said land conveyed by said E. Carpio to Christ Anderson and plaintiff, described in Paragraph II hereof, on said 26th day of May, 1892, from and after a very short time subsequent to said date, continuously up to the present time, and she is now occupying the same, and has occupied the same as her home, and claimed the same continuously and adversely against all the world.

XXV.

That at no time from said 26th day of May, 1892, have any of the defendants herein, or any other persons, made any attempt to dispossess plaintiff, or in any way dispute plaintiff's adverse claim to absolute title in said land described in Paragraph II hereof.

XXVI.

Your petitioner alleges that she is not able to read and write, and never has been, and can scarcely speak the English language; that she is not familiar with the registration laws of the State of Texas, and that she did not learn of said purported warranty deed to said Walter S. Trimble and said purported deed of trust to said George Allen, Trustee, for the benefit of said Trimble, or any of the other attempted

transfers hereinabove specifically set forth, for many years after the same were attempted to be given, and would not have learned of same, except by accident.

XXVII.

That plaintiff has been in peaceable, adverse possession of said land described in Paragraph II hereof, to-wit, plaintiff's said homestead, during the whole time from said May 26, 1892, up to the present time, and is still in peaceable, adverse possession of the same.

XXVIII.

That said land described in Paragraph II hereof, to-wit, plaintiff's said homestead, was paid for by plaintiff, out of money earned by herself, individually, which money was not given to her by her said husband, said Gustaf Anderson.

XXIX.

That each year, up to and including the year 1913, from said May 26, 1892, plaintiff has paid all state and county taxes on said land described in Paragraph II hereof, to-wit, plaintiff's said homestead, out of money earned by her for that purpose, and plaintiff alleges and charges such to be the fact that at no time during any of the years intervening from said May 26, 1892, to date, have any of the defendants herein or anyone else ^{to her knowledge} ever paid any money for taxes on said land, or any part thereof.

XXX.

Plaintiff alleges that she has each year cultivated all of said land except a certain small portion thereof occupied by her house and outbuildings; that the same is under fence, and that her said adverse possession, and the fact that same was her homestead, and has been during all of these years, is well known ^{to defendants.}

XXXI.

Plaintiff alleges and charges such to be the fact that her said adverse and peaceable possession has continued from said May 26, 1892, to date, to-wit, a period of twenty-two years, to-wit, longer than the period required to gain title in fee, according to Article 5675 of the Revised Statutes of Texas, 1911.

WHEREFORE, petitioner prays that the defendants and each of them be cited according to law to appear and answer plaintiff's petition before this Honorable Court, at the next

X
term thereof, and that at the trial hereof plaintiff be given a decree to cancel all Warranty Deeds, Quit-claim Deeds, Deeds of Trust, Releases and other instruments specifically set forth in Paragraphs IV, VI, IX, X, XI, XII, XIII, XIV, XV, XVI, XVII XVIII, XIX, XX, XXI and XXII hereof; and a decree to recover said land and remove said clouds therefrom, as hereinabove specifically set forth. Plaintiff further prays for such other and further relief, both legal and ^{general and special} equitable, as to the Court may seem just and proper.

Vance Stewart

Attorney for Plaintiff.

THE STATE OF TEXAS,
COUNTY OF EL PASO.

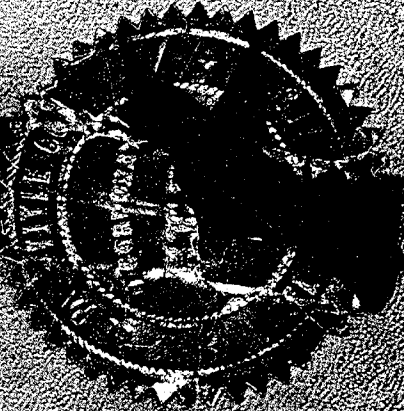
Before me, the undersigned authority, on this 3rd day of April, A. D. 1914, personally appeared Vance Stewart, attorney for plaintiff in the foregoing petition, who is known to me, and makes affidavit that he is the duly authorized attorney for said plaintiff, and best informed of the facts set out in said petition, and that the allegations of said petition are true and correct.

Subscribed and sworn to before me this 3rd day of April, A. D. 1914.

No. 15276

Abstract of Title

7/10 and 20 Acres in Socorro, El Paso County,
Texas.



ML M M 2 M

PREPARED BY

EL PASO TITLE CO.

(INCORPORATED)

708 Two Republics Life Bldg.

EL PASO, TEXAS

NOTICE

By the acceptance of this Abstract, it is agreed that it shall not be copied by any person, or for any purpose, and shall only be used for the purpose of examining the title of the property mentioned in caption. Any infringement will be prosecuted.

MUSHES-BROS COMPANY, EL PASO, TEXAS

C-3455

CAPTION

Abstract of Title No. 15276 to

2-7/10 ~~and~~ 26 Acres in Socorro Grant, El Paso County, Texas.

Made for Wm. Moeller

The 21st day of November A. D. 1912 Finished and Certified to at 8:00 A.M.

COMPILED BY

EL PASO TITLE COMPANY

(Incorporated)

SUCCESSOR TO WESTERN ABSTRACT CO. AND RIO GRANDE ABSTRACT CO.

Abstractors of Titles to all the Lands in the County of El Paso, Texas

NOTICE

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Abstract of Title No. 15276 prepared by the

EL PASO TITLE COMPANY

(Incorporated)

OF EL PASO, TEXAS

SUCCESSOR TO WESTERN ABSTRACT CO. AND RIO GRANDE ABSTRACT CO.

For Wm. Moeller to property described in Caption hereof.

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Zacarias Apodaca, Mayor of Socorro,
TO
Rosalio Carpio.

CORPORATION DEED.
Dated Nov. 11, 1892.
Filed Nov. 26, 1892.
Recorded Book 23, Page 428

CONSIDERATION: \$1.00 Paid and the further consideration of the said Rosalio Carpio having complied with the provisions and accepted the conditions of the above recited act.

GRANT, SELL AND CONVEY.

DESCRIBED AS: Certain lots or parcels of land lying and being situate within the corporate limits of the town of Socorro, in the State of Texas, County, of El Paso, and more particularly described as follows;

Beginning on bank of acequia del Monte on line of land of Juan Armendariz; thence North 37 degrees East along said land to North-east corner of same on San Elizario ditch 350 varas; thence North 40 East 139 varas down an arroya; thence North 46½ degrees East 40 varas still down same, Thence North 63 degrees East 37 varas to bend in same; thence South 72 degrees East 70 varas; Thence South 52½ degrees East 90 varas; thence South 34 East 55 varas; thence South 13 degrees East 70 varas; thence South 22 degrees West 80 varas; thence South 11 degrees West 85 varas to where leave arroya; thence South 26 degrees West at 90 varas cross San Elizario ditch and 250 to acequia del Monte; thence South 27½ degrees West 176 varas to border; thence North 74 degrees West 111 varas to a cottonwood tree; thence South 21½ degrees West 17½ varas to corner of land, thence North 70 degrees West 51 varas with land of M. Provincio; thence North 14½ degrees East 220 varas to North bank of acequia del Monte, thence North 69 degrees West 205 varas North bank of said ditch to place of beginning and containing 35 acres of land, more or less.

(Seal)
Attest: Mariano Sierra,
Secty.

Zacarias Apodaca,
Mayor of Socorro.

THE STATE OF TEXAS)

COUNTY OF EL PASO) Before me A.E. Boulet A Notary Public in and for El Paso County, Texas, on this day personally appeared Zacarias Apodaca, Mayor of the town of Socorra, 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 22nd day of Nov. 1889.

(SEAL)

A.E. Boulet Notary Public, El Paso
Co. Texas

Emeteria Carpio, widow of
Rosalio Carpio,
to
Christ Anderson.

Warranty Deed V. L.
+ Dated May 26, 1892.
+ Filed May 26, 1892
Recorded Book 13 page 202.

CONSIDERATION: \$145.00, \$80.00 paid, and one promissory note for \$65.00 due July 6th 1892, of even date with this deed, and signed by said Christ Anderson. Vendor's Lien retained herein.

Grant, Sell and Convey, all that certain tract or parcel of land

Described as: Lying within the corporate limits of Socorro, El Paso County, State of Texas and more particularly described as follows: Beginning on the bank of Acequia del Monte on line of land of Juan Armendariz, Thence N. 37 deg. E. along said land to N. E. cor. of same on San Elizario ditch 350 varas, Thence N. 40 deg. E. 139 varas down an arroyo, Thence N. 46-1/2 deg E. 40 varas still down same, Thence N. 63 deg. E. 37 varas to bend in same. Thence S. 72 deg. E. 70 varas, Thence S. 52-1/2 deg. E. 90 varas, Thence S. 34 E. 55 varas, Thence S. 13 deg. E. 70 varas, Thence S. 22 deg. W. 80 varas Thence S. 4 deg. W. 85 varas to where leave arroya, Thence S. 26 deg. W. at 90 varas cross San Elizario ditch and 250 to Acequia del Monte Thence S. 27 1/2 deg. W. 176 varas to border, Thence N. 74 deg. W. 111 varas to Cottonwood tree. Thence S. 21 1/2 deg. W. 17 1/2 varas to cor. of land. Thence N. 70 deg. W. 51 varas with land of M. Provencio, Thence N. 14 1/2 deg. E. 220 vrs. to W. bank of Acequia del Monte, Thence N. 69 deg. W. 205 varas N. bank of said ditch to place of beginning, and containing 35 acres of land more or less.

Emeteria Carpio.

The State of Texas,
County of El Paso.) Before me, B. G. Thomas, Clerk of the
County Court, in and for El Paso County, Texas, on this day personally appeared Emeteria Carpio (made known to me upon the oath of A. Mathias, of El Paso County) to be the person whose name is subscribed to the foregoing instrument, and she acknowledged to me that she executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 26th day of
May A. D. 1912. +

(Seal)

B. G. Thomas, Clerk County
Court, El Paso Co., Texas.

JD

Sor Juez de Na. Ynsta. de este Distrito el Ciudadano Yginio Carpio Vecino del Pueblo del Socorro, ante la recta justificacion de V. me presento diciendo: Que hace algun tiempo que estoy poseyendo una tierra que se medio iriassa por el Sor. Juez de Paz de este Pueblo C. Vicente Cobos, segun lo acredita el superior Dro. sentado al calce de la representacion que diriji a S.Sa. el Prefecto del mismo Distrito, la que devidamente acompaño; y como hasta la fecha no tengo posesion juridica como corresponde, se hade servir su autoridad mediante la que ofrese pasar al espresado Pueblo del Socorro, y con presencia de los colindantes tomar las medidas correspondientes, y darme posesion legitima que me firmase titulo y resguardo de mi Dro. el de mis hijos, herederos y subseores; sirviendose al mismo tiempo ampliarme testimonio integro de este Escrito y demas providencias que a su continuacion se practiquen. Por tanto A. V. pido y suplico se digne mandar haser como solicito, de lo que recibiere justicia que imperro. Juvo no proceder de malicia y lo necesario. Fecha Socorro, Diciembre 9 de 1841, Yginio Carpio, Villa del Paso Diciembre 10 de 1841, por presentado y admitido en cuanto haya lugar en Dro.; y en cirtud de que esta parte solicita, pasese por mi y los de mi Assita. al terreno de que se hace referencia, en el anterior pedimento, y con presencia de los lindadores y colindantes, deselle la Posesion que pide, sin perjuicio de terreno que mejor dro. tenga, y ampliesele de ella testimonio autorizado para resguardo del interesado Joaquin Velarde Juez de Primera Ynsta. de este Distrito por ministerio de la Ley así lo decrete, mande y firme con los desmi asistencia doy fe, Joaquin Velarde. De Assa. Pedro Trujillo. De Assa. Jose Ma. Castaneda. En el Pueblo de la Purisima Concepcion del Socorro a los once dias del mes de Diciembre de mil ochocientos cuarenta y uno, Yo el C. Joaquin Velarde Juez de Primera Ynsta. de este Distrito por ministerio de la Ley: Visto lo que por mi maddado en el anterior Dto., pase con los de Assita. y los instrumentales que al fin se nominaran al terreno que refiere el C. Yginio Carpio en su anteseidente Escrito y estando en el con presencia de los lindadores y colindantes se prosedio a tal medidas en la forma siguiente: De Norte a Sur por el Oriente tubo quinientas cincuenta varas, lindantes con el Arroyo nombrado de la Noria, hasiendo la medida las mismas curbias que hace el referido Arroyo; y cambio la medida Nordoeste a Sur d oeste y tubo dosientas varas lindantes con terreno Nacional; Sigue la medida de Oriente a Poniente por el costado del Sur, y tubo ciento treinta y nueve y media varas lindantes con la Acequia Madre, quedandole a esta sus correspondientes husos; y cambio la medida pasando la espresada Acequia de Norte a Sur por el costado del Oriente y tubo docientas veinte y cinco varas lindantes con tierras de Antonio Pedraza; sigue tal medida de Oriente a Poniente costado del Sur y tubo cincuenta y cinco varas lindantes con la Acequia de los vecinos de San Elceario, quedandole a esta tambien sus correspondientes husos; sigue la medida de Sur a Norte por el Poniente y tubo dosientas treinta y dos varas y pasando la Acequia Madre del Socorro, cambio la medida de Oriente a Poniente por el Sur tubo ciento cincuenta y nueve y media varas lindantes con la espresada Acequia; sigue la medida de Sur a Norte por el Poniente y tubo quinientas sesenta y ocho varas lindantes con Florentino Espalin y Paulo Chaves,

haciendo la medida una mediana curbia a consecuencia de una buelta que hase el Arroyo referido, con lo que se concluron las citadas medidas en vara harenal y corriente, sin que hubiera reclamo alguno que se opuciere; por lo que ya en consecuencia, Yo el comisciado Juez, tome de la mano derecha al interesado Carpio, lo que pasie por sus tierras en las que arranco terrenos esparciendolos por los cuatro bientos e hizo otros actos de Verdad, Posesion y Dominio que le di a nombre de la Soverania de la Nacion Q. C. G., que adquirio quieta y pasifica; y por ella lo amparo, defiendio y mando que no sea despojado de dicho terrenos sin que primero sea hoido, y por fuera y dro. vendido; y en fe de ello firme la presente Escritura con los de mi Assita. y los instrumentales que al fin al efecto, los C.C. Agapito Alvo, Sisto Yrigoyen, y Pedro Leyba, presentes y vecinos de que doy fe, Juakin Velarde, Ynstrumental Agapito Alvo, Ynstrumental Sisto Yrigoyen, Ynstrumental Pedro Leyba. De Assa. Pedro Trujillo, De Assa. Jose Ma. Castaneda.

Sacose de mi regristo con que fielmente concuerda el mismo dia de su Otorgamiento: con cuya virtud Yo Joaquin Velarde Juez de Primera Ynsta. por ministerio de la ley presente fin al Otorgamiento de esta Escritura con los testigos en ella espresados, y en verdad de ello lo signo y firmo con los de mi Assa. en este pliego de papel del sello 30 que dando anotada esta saca el margen de su regristo que obra en mi protocolo del ano corriente escrito en papel de igual sello, a que me remito y en todo lo que doy fe.

Joaquin Velarde.

De assa.
Pedro Trujillo.

De Assa. Jose Ma. Castaneda.

Dros. de original y este testimonio
sin el papel 10p. Ct. y nomas lo puro.

Copied from the original, but not filed.

Emeteria Carpio, widow of
Rosalio Carpio.
TO
Christ Anderson.

RELEASE OF VENDOR'S LIEN.
Dated Sept. 12, 1892.
Filed Sept. 16, 1892.
Recorded Book 35, Page 44.

CONSIDERATION: Full and final payment of a certain promissory note from Christ Anderson to Emeteria Carpio, of even date with deed to from Emeteria Carpio to Crist Anderson dated May 26, 1892., to secure the Vendor's Lien on the following described property.

DESCRIBED AS: Lying within the corporate limits of Socorra, El Paso County, State of Texas and more particularly described as follows to-wit Beginning on bank of acequia Del Monte on line of land of Juan Armendariz. Thence North 37 degrees East along the said land to the North East corner of same on San Elizario ditch 350 varas, Thence North 40 degrees East 139 varas down an arroya, Thence North 46½ degrees East 40 varas still down same, Thence North 63 degrees East 37 varas, to bend in same. Thence South 72 degrees East 70 varas, Thence South 52½ degrees East 90 varas, Thence South 34 East 55 varas, Thence South 13 degrees East 70 varas, Thence South 22 degrees West 80 varas, Thence South 11 degrees West 85 varas to where leave arroya, Thence South 26 degrees West at 90 varas, cross San Elizario ditch and 250 to acequia del Monte, Thence South 27½ degrees West 176 varas to border, Thence North 74 degrees West 111 varas to cottonwood tree. Thence South 21½ degrees West 17½ varas to corner of land, Thence North 70 degrees West 51 varas with land of M. Provencio. Thence North 14½ East 220 varas to North bank of acequia del Monte, Thence North 69 degrees West 205 varas North bank of said ditch to beginning, containing 35 acres of land more or less.

REMISE, RELEASE, QUIT CLAIM, DISCHARGE AND ACQUIT the Vendor's Lien heretofore existing on the land and premises aforesaid.

Emeteria Carpio.

THE STATE OF TEXAS)
COUNTY OF EL PASO) BEFORE ME, Julian Arias J.P. and Ex Officio
Not. Public in and for El Paso County, Texas, on this day personally appeared Emeterio Carpio widow of Rosalio Carpio 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.

Given under my hand and seal of office, this 12th day of September A.D. 1892.

EB (L.S.)

Julian Arias J.P. and Ex Officio
Not. Public El Paso CO. Texas.

Christ Anderson
TO
Walter Tremble.

WARRANTY DEED.
Dated May 14, 1895.
Filed Nov. 14, 1895.
Recorded Book 39, Page 293.

CONSIDERATION: \$100.00 Paid.

GRANT, SELL AND CONVEY

DESCRIBED AS: All that certain tract or parcel of land lying within the Corporate limits of Socorro, El Paso County, State of Texas and more particularly described as follows, to-wit: Beginning on the bank of acequia del Montepn line of land of Andres Jurado, Thence South $27\frac{1}{2}$ degrees West 176 varas to border, Thence North 74 degrees West 111 varas to cotton wood tree, Thence South $21\frac{1}{2}$ degrees West 17 $\frac{1}{2}$ varas to corner of land of M. Provincio, Thence North $14\frac{1}{2}$ degrees East 220 varas to North bank of acequia del Monte, Thence along said acequia to the place of beginning.

Christ Anderson.

THE STATE OF TEXAS)

COUNTY OF EL PASO) Before me, T.H. Conklin Notary Public in and for El Paso County, Texas, on this day personally appeared Christ Anderson 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 14th day of May A.D. 1895.

(SEAL)

T.H. Conklin
Notary Public for El Paso Co., Texas.

EB

Christ Anderson, joined by my
wife, Ruth Anderson,
to
George Allen, Trustee for
Walter S. Trimble.

Deed of Trust
Dated Jan. 2, 1896
Filed Jan. 3, 1898
Recorded Book 11 page 133.

CONSIDERATION: \$5.00 Paid.

Sell, Transfer, Convey and Confirm, all that certain tract or
parcel of land

Described as: Lying within the corporate limits of Socorra,
in El Paso County and State of Texas, more particularly described
as follows, to-wit: Beginning on bank of acequia del Monte on
line of land of Juan Armendariz, Thence N. 37 deg. E. along said
land to N. E. corner of same on San Elizario ditch 350 varas,
Thence N. 40 deg. E. 139 varas down an Arroya, Thence N. 46 $\frac{1}{2}$
deg. E. 40 varas still down same; thence N. 63 deg. E. 37 varas
to bend in same, Thence S. 72 deg. E. 70 varas, Thence S. 52 $\frac{1}{2}$
deg. W. 80 varas, Thence S. 11 deg. W. 85 varas to where leave
Arroya, Thence S. 13 deg. W. at 90 varas cross San Elizario ditch
and 250 to Acequia del Monte, Thence S. 27 $\frac{1}{2}$ deg. W. 176 varas to
border, Thence N. 74 deg. W. 111 varas to cottonwood tree, Thence
S. 21 $\frac{1}{2}$ deg. W. 17 $\frac{1}{2}$ varas to corner of land Thence N. 70 deg. W.
51 varas with land of M. Provencio, Thence N. 142 deg. E. 220
varas to N. bank of acequia del Monte, Thence N. 69 deg. W. 205
varas N. bank of said ditch to place of beginning, and containing
35 acres of land, more or less, and being the same land conveyed
by Emeteria Carpio to Christ Anderson by deed dated May 26th, 1892,
and recorded in Vol. 13, pp. 202 of the records of El Paso County
Texas, to which reference is hereby made.

Conveyance intended as a trust to secure Walter S. Trimble in the
payment of a certain note for \$100.00, dated Jan. 2, 1896, due one
year after date, with 10% interest per annum from date till paid
with 10% additional as attorney's fees.

Power of sale on default.

Power of beneficiary to appoint substitute trustee in writing.

Pay notes.

Witness:
T. H. Conklin.

Christ Anderson. (Seal)
Ruth Anderson. (Seal)

(Continued)

11/133

The State of Texas,
County of El Paso.

§ SS. Before me, T. H. Conklin, a Notary Public in and for El Paso County, Texas, on this day personally appeared Christ Anderson and Ruth Anderson, wife of Christ Anderson, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

And the said Ruth Anderson, wife of the said Christ Anderson, having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said Ruth Anderson acknowledged such instrument to me to be her act and deed, and she declared 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 3rd day of January, A. D. 1896.

T. H. Conklin, Notary Public
for El Paso Co. Tex.

(Seal)

JD

The Corporation of the Town of Socorro, Texas, by Gorgonio Hernandez, Mayor, Dated Nov. 13, 1899
to
Sesaria Jurado de Anderson.

CORPORATION DEED
Dated Nov. 13, 1899
Filed Oct. 28, 1912
Recorded Bk. 215Pg. -163

Consideration: \$1.00 paid and in accordance with the provisions of an ordinance of the Town Council of Socorro, intitled " An Ordinance to Provide for Surveying, Adjusting and Defining the Boundaries of Private Land Grants within the Corporate Limits of the Town of Socorro, Texas, and to Provide for the Division and Granting of the said Lands", passed and approved on the 24th of April A.D., 1899.

Grant, sell and convey, all those certain tracts or lots of land lying within the Corporate Limits of the Town of Socorro, in the State of Texas, County of El Paso.

Described as: Beginning at a stake on road at S.W. corner of a survey of Bernardino Jurado; thence N. 45 deg. W. 46½ varas to a stake for corner from which a pear tree 4 inches in diameter bears S. 13 deg. W. 2 varas; thence S. 47 deg. W. crossing Acequia Madre de San Elzeario 25 varas to a stake on west bank of said Acequia for corner; thence N. 39 deg. W. with said Acequia Madre 60-5/10 varas to a stake in S.B. line of Cris Anderson survey; thence S. 27 deg. W. with said Anderson 147 varas to bank of "Acequia Del Monte"; thence with said Acequia S. 57 deg. 15" E. 93 varas to a stake for corner; thence N. 32½ E. 147½ varas to the place of beginning containing 2-7/10 acres.

Attest:

Mariano Sierra, Secretary.
(Corporate Seal)

Gorgonio Hernandez,
Mayor of Socorro.

THE STATE OF TEXAS,
County of El Paso.

Before me, Wm. Moeller, a Notary Public in and for El Paso County, Texas, on this day personally appeared Gorgonio Hernandez, Mayor of the Town of Socorro, 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 23rd day
October A. D. 1912.

My commission expires June 1, 1913.
(Notarial Seal)

Wm. Moeller, Notary Public,
El Paso County, Texas.

AA

Walter S. Trimble
TO
J.P. Goodwin and
E. Krause.

WARRANTY DEED.
Dated April 4, 1901.
Filed April 4, 1901.
Recorded Book 57, Page 1.

CONSIDERATION: \$500.00 Paid

GRANT, SELL AND CONVEY

DESCRIBED AS: All of that tract or parcel of land conveyed to me by Christ Anderson by deed dated the 14th day of May A.D. 1895, and recorded in Book 39, at page 293 of the records in the office of the County Clerk of El Paso County, Texas, reference to which said deed and the record thereof for a description of said land is hereby expressly made, same contains about seven acres of land.

50¢ I.R. Stamps
cancelled.

Walter S. Trimble

THE STATE OF TEXAS)

COUNTY OF EL PASO) Before me, Wyndham Kemp, a Notary Public in and for El Paso County, Texas, on this day personally appeared Walter S. Trimble, a single man, 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 4th day of April A.D. 1901.

Wyndham Kemp
Notary Public in and for El Paso
County, Texas.

(SEAL)

EB

R.V. BOWDEN, Trustee.
TO
J.P. GOODWIN AND E.
Krause.

TRUSTEE'S DEED.
Dated June 4, 1901.
Filed June 29, 1901.
Recorded Book 57, Page 201.

CONSIDERATION: \$155.00 Cash Paid.

GRANT, BARGAIN AND SELL AND CONVEY.

DESCRIBED AS All of that certain tract or parcel of land lying within the corporate limits of Socorro, El Paso County, Texas, more particularly described as follows:

Beginning on the bank of the acequia del Monte on line of land owned by Juan Armendarez; thence North 37 degrees East along said land to the Northeast corner of same on corner of same on San Elizario ditch 350 varas; thence North 40 degrees East 139 varas down an arroya; thence North 46½ degrees East 40 varas still down same; thence North 63 degrees East 37 varas to bend in same; thence South 72 degrees East 70 varas; thence South 52½ degrees East 90 varas; thence South 34 degrees East 55 varas; thence South 13 degrees East 70 varas; thence South 22 degrees West 80 varas; thence South 11 degrees West 85 varas to where leave arroya; thence South 26 degrees West 90 varas cross San Elizario ditch and 250 to acequia del Monte; thence South 27½ degrees West 176 varas to border; thence North 74 degrees West 111 varas to cottonwood tree; thence South 21½ degrees West 17½ varas to corner of land, thence North 70 degrees West 51 varas with land of M. Provincio; thence North 14½ degrees East 220 varas to North bank of acequia del Monte; thence North 69 degrees West 205 varas North bank of said ditch to place of beginning, and containing 35 acres of land, more or less, and being the same land conveyed by Emeteria Carpio to Christ Anderson by deed dated May 26, 1892, and recorded in Book 13, Page 202 of the records of El Paso County, Texas, to both of which foregoing records reference is hereby made.

EXHIBIT "A".

APPOINTMENT OF SUBSTITUTE TRUSTEE.

Whereas, by their deed of trust dated the 3rd day of January, A.D. 1896, filed for record the 3rd day of Jan. A.D. 1898, in deed of trust record No. 11 at page 133, in the office of the County Clerk of El Paso County, Texas, Christ Anderson and his wife Ruth Anderson, con

57/201.

2.

veyed to George Allen as trustee, and said Allen was absent and has failed and refused to act. Whereas in the event of such failure or refusal to act by said trustee; the legal holder and owner of such note is authorized and empowered to appoint in writing a substitute trustee therein who shall thereby be vested with the same powers as are by the said instrument conferred upon said George Allen. J.P. Goodwin as holder and owner of the note hereby appoint R.V. Bowden, of the City and County of El Paso, State of Texas as substitute trustee in said deed of trust in the place and stead of George Allen, and vest him with all the powers and duties possessed by and devolved upon said George Allen by the provisions of said deed of trust.

J.P. Goodwin.

EL PASO TITLE CO.
THE STATE OF TEXAS)
COUNTY OF EL PASO) Before me, Wyndham Kemp, a Notary Public in
and for El Paso County, Texas, on this day personally appeared R.
V. Bowden, trustee, known to me to be the person whose name is sub-
scribed to the foregoing instrument, and acknowledged to me that he
executed the same for the purposes and consideration therein
expressed, and in his capacity as trustee as therein set forth.

Given under my hand and seal of office, this 4th day of June
A.D. 1901.

(SEAL)

Wyndham Kemp
Notary Public in and for
El Paso County, Texas.

EB

APPOINTMENT OF SUBSTITUTE TRUSTEE.

Whereas, by their deed of trust dated the 3rd day of January A.D. 1896, filed for record the 3rd day of January A.D. 1898, in deed of trust record No. 11 at page 133, in the office of the County Clerk of El Paso County, Texas, Christ Anderson and his wife Ruth Anderson, conveyed to George Allen as trustee, to secure to Walter S. Trimble the payment of a certain note in said deed of trust described, in the principal sum of One Hundred Dollars and signed by Christ Anderson, certain lands in said deed of trust described, for a description of which reference is hereby made to the said records of said deed of trust in said Book 11 Page 133 of the said records, said land lying in El Paso County, Texas, and

Whereas said note in said deed of trust mentioned has matured and is unpaid, and for that reason the holder of said note is entitled to have said deed of trust foreclosed, and desires that same be done, and the said George Allen, trustee, is absent from said El Paso County, and has refused and failed to act and now fails and refuses so to do, and,

Whereas, in the event of such failure or refusal to act by said trustee, the legal owner and holder of said note is, by the terms and provisions of said deed of trust, authorized and empowered to appoint in writing a substitute therein who shall be vested with the same powers as are by said instrument conferred upon said George Allen, and,

Whereas, the undersigned, J.P. Goodwin is now the legal owner and holder of said note mentioned and described in said deed of trust same having been assigned and transferred to him in writing by the said Walter S. Trimble;

Now therefore, in consideration of the premises, I, the said J.P. Goodwin, being the legal owner and holder of said note do hereby appoint R.V. Bowden, of the city and county of El Paso, State of Texas, as substitute trustee in said deed of trust in the place and stead of the said George Allen, and clothe and vest him with all the powers and duties possessed by and devolved upon said George Allen by the provisions of said deed of trust.

Witness my hand hereto on this 30th day of April A.D. 1901.

J.P. Goodwin.

E. Krause
TO
J.P. Goodwin.

WARRANTY DEED.
Dated March 12, 1902.
Filed March 13, 1902.
Recorded Book 58, Page 362.

CONSIDERATION: \$296.00 Paid, and the further consideration of the conveyance to me, E. Krause by J.P. Goodwin of his the said J.P. Goodwin's one half undivided interest in and to all that certain property described in a deed of conveyance of even date herewith, executed by J.P. Goodwin to me, E. Krause, to which reference is made, and in further consideration of the assumption by the said J.P. Goodwin of the payment of a certain Vendor's Lien notes mentioned and described in a deed from W.S. Holtzman and Carrie Holtzman to J.P. Goodwin and E. Krause of date March 18th 1901, and recorded in the records of the El Paso County Deed records Book 53, page 135 to which reference is made.

GRANT, SELL AND CONVEY.

DESCRIBED AS: All that certain tract or parcel of land lying within the corporate limits of the Town of Socorro, El Paso County, Texas, more particularly described as follows;
Beginning on the bank of the acequia del Monte on line of land owned by Juan Armendariz, thence North 37 degrees East along said land to the Northeast corner of same on San Elizario ditch 350 varas; thence North 40 degrees East 139 varas down an arroya; thence North 46½ degrees East 40 varas still down same; thence North 63 degrees East 37 varas to bend in same; thence South 52½ degrees East 90 varas; thence South 34 degrees East 55 varas; thence South 13 degrees East 70 varas; thence South 22 degrees West 80 varas; thence South 11 degrees West 85 varas to where leave arroya; thence South 26 degrees West at 90 varas cross San Elizario ditch and 250 to acequia del Monte, thence South 27½ degrees West 176 varas to border; thence North 74 degrees West 111 varas to cottonwood tree; thence South 21½ degrees West 17½ varas to corner of land; thence North 70 degrees West 51 varas with land of M. Provincio; thence North 14½ degrees East 220 varas to North bank of acequia del Monte; thence North 69 degrees West 205 varas North bank of said ditch to place of beginning, and containing 35 acres of land, more or less, and being the same land conveyed by Emeteria Carpio to Christ Anderson by deed dated May 26th, 1892 and recorded in Book 13, Page 202 of the records of El Paso County, Texas, to both of which foregoing records reference is hereby made.

E. Krause.

(continued) 14

THE STATE OF TEXAS)
COUNTY OF EL PASO } Before me, B.M. Scanlan a Notary Public in and
for the County of El Paso, in the State of Texas, on this day personally appeared E. Krause, 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 March
A.D. 1902.

B.M. Scanlan,
Notary Public in and for
the County of El Paso, in
the State of Texas.

(SEAL)

EB EL PASO TITLE CO.

John P. Goodwin and
Mary L. Goodwin, his wife.
TO
W.M. Peticolas, Trustee.

DEED OF TRUST.
Dated Jan. 5, 1903.
Filed Feb. 6, 1903.
Recorded Book 19, Page 192.

CONSIDERATION: \$10.00 Paid

GRANT, BARGAIN, SELL, ALIEN, CONVEY AND CONFIRM all that certain tract or parcel of land.

DESCRIBED AS: All that tract or parcel of land conveyed to Walter S. Trimble by Solomon Shulzby deed dated 14th day of May, 1895, and recorded in Book 39, Page 294, of the records in the office of the County Clerk of El Paso County, Texas, reference to which said deed and the record thereof for a description of said land is hereby expressly made, same contains about 10 acres of land. Also all that certain tract or parcel of land lying within the corporate limits of the town of Socorro, El Paso County, Texas, and more particularly described as follows; to-wit:

Beginning on the bank of the acequia del Monte on line of land owned by Juan Armendariz; thence North 37 East along said land to the Northeast corner of same on San Elizario ditch 350 varas; thence North 40 East 139 varas down an arroya; thence North 46½ East 40 varas still down same; thence North 63 East 37 varas to bend in same thence South 72 East 70 varas; thence South 52½ East 90 varas; thence South 34 East 55 varas; thence South 13 East 70 varas thence South 22 West 80 varas; thence South 11 West 85 varas to where leave arroya thence South 26 West at 90 varas cross San Elizario ditch and 250 to acequia del Monte; thence South 27½ West 176 varas to border; thence South 74 West 111 varas to cottonwood tree; thence South 21½ West 17½ varas to corner of land; thence North 70 West 51 varas with land of M. Provencio; thence North 14½ East 220 varas to North bank of acequia del Monte, thence North 69 West 205 varas; North bank of said ditch to place of beginning and containing 35 acres of land more or less, being the same land conveyed by Emetaria Carpio to Christ Anderson, by deed dated May 26, 1892, recorded in Book 13, Page 202, of the records of El Paso County, Texas, to both of which foregoing records, reference is hereby made; said piece or parcel of land is described in the trustee deed of date 4th day of June 1901, executed for Christ Anderson and wife by R.V. Bowden, Substitute trustee to J.P. Goodwin and E. Krause, said deed being recorded in the records of El Paso County, Texas, in Book 57, Page 201 to which reference is hereby made.

Conveyance is intended as a trust to secure P.T. Dockery in the payment of one promissory note for \$600 dated Jan. 5, 1903 and due ninety days after date, with interest at 10% until paid with 10% addit-

(continued) 16

19/192.

2

ional as attorney's fee. ~~Time of~~ payment may be extended by one or more without the knowledge or consent of any of the others and liabilities of such parties remain as before. Payable at the Lowdon National Bank, El Paso, Texas.

J.P. Goodwin
Mary L. Goodwin.

Power of sale on default.

Recitals in trust deed to be evidence of facts therein stated.

Power of beneficiary to appoint substitute trustee in writing.

Right of holder of note to become purchaser at sale.

Keep improvements in good repair.

Pay taxes.

John P. Goodwin
Mary L. Goodwin.

THE STATE OF TEXAS)

COUNTY OF EL PASO) Before me, H.R. Wood , a Notary Public in and for said County and State on this day personally appeared John P. Goodwin and Mary L. Goodwin wife of said John P. Goodwin known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the said Mary L. Goodwin wife of said John P. Goodwin having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Mary L. Goodwin 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 6th day of Jany. 1903.

(SEAL)

H.R. Wood
Notary Public in and for
El Paso County, Texas.

EB

17

John P. Goodwin
TO
L.G. Gillette.

DEED OF TRUST.
Dated April 4, 1903.
Filed April 4, 1903.
Recorded Book 19, Page 302.

CONSIDERATION: \$10.00 Paid

GRANT, BARGAIN, SELL, ALIEN, CONVEY AND CONFIRM

DESCRIBED AS: All that tract or parcel of land conveyed to Walter S. Trimble by Christ Anderson by deed dated 14th day of May A.D. 1895, and recorded in Book 39 on page 293, of the records in the office of the County Clerk of El Paso County, Texas, reference to which said deed and the record thereof for description of said land is hereby expressly made. Same contains about 7 acres of land. Said piece of land is particularly described in a warranty deed dated 4th day of April 1901, executed by Walter S. Trimble to J. Goodwin and E. Krause, and which deed is recorded in the records of El Paso County, Texas, in Book 57, Page 1 et al, to which reference is hereby made. Also all that certain tract or parcel of land lying within the corporate limits of the town of Socorra, El Paso County, Texas, and more particularly described as follows: Beginning on the bank of the acequia del Monte on line of land owned by Juan Armendariz, Thence North 37 degrees East along said land to the Northeast corner of same on the San Elizario ditch 350 varas; Thence North 40 East 139 varas down an arroya thence North 46½ East 40 varas still down same; North 63 East 37 varas to bend in same; South 72 East 70 varas; Thence South 52½ East 90 varas, thence South 34 East 55 varas; thence South 13 East 70 varas; thence South 22 West 80 varas; thence South 11 West 85 varas to where leave arroya; thence South 26 West at 90 varas cross San Elizario ditch and 250 to acequia to del Monte; thence South 27½ West 176 varas to border; thence North 74 West 111 varas to cottonwood tree; thence South 21½ West 17½ varas to corner of land; thence North 70 West 51 varas with land of M. Provencio; thence North 14½ East 220 varas to North bank of acequia del Monte; thence North 69 West 205 varas, North bank of said ditch to place of beginning and containing 35 acres of land, more or less, being the same land conveyed by Emeterio Carpio to Christ Anderson, by deed dated May 26, 1892, recorded in Book 13, Page 202, of the records of El Paso County, Texas, to both of which foregoing records reference is hereby made; said piece or parcel of land is described in the trustee deed of date 4th day of April A.D. 1901, executed by Christ Anderson and wife by R.V. Bowden, substitute trustee to J.P. Goodwin and E. Krause, said deed being recorded in the records of El Paso County, Texas, in Book 57, Page 201 to which

(continued)

reference is hereby made.

Conveyance is intended as a trust to secure T.B. Dockery in the payment of eleven promissory notes executed by J.P. Goodwin and payable to T.B. Dockery as follows: The first ten (10) for \$100.00 each and the last note for \$150.00, due every month thereafter date respectively, with 10% interest per annum from maturity until paid, also providing for 10% attorney's fee on amount unpaid if placed in the hands of an attorney for collection. Time of payment may be extended by one or more without the knowledge or consent of any of the others and liabilities of such parties remain as before. Payable at the Lowdon National Bank of El Paso, Texas.

John P. Goodwin.

Power of sale on default.

Default of one note matures entire debt.

Recitals in trust deed to be evidence of fact therein stated.

Power of beneficiary to appoint substitute trustee in writing.

Right of holder of notes to become purchaser at sale.

Keep improvements in good repair.

Pay taxes.

Pay insurance.

J.P. Goodwin.

THE STATE OF TEXAS)

COUNTY OF EL PASO) Before me, John H. Harper a Notary Public in and for said County and State, on this day personally appeared J.P. Goodwin 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 4th day of April 1903.

John H. Harper

Notary Public in and for
El Paso Co., Texas.

(SEAL)

EB

J.P. Goodwin

TO

R.V Bowden.

WARRANTY DEED.

Dated Jan. 22, 1904.

Filed Oct. 28, 1907.

Recorded Book 117, 216.

CONSIDERATION: \$10.00 Paid and other valuable considerations .

GRANT, SELL AND CONVEY.

DESCRIBED AS: All of that certain piece or parcel of land lying within the corporate limits of the town of Socorra, El Paso County Texas, and particularly described as follows;
Beginning on the bank of acequia del Monte on line of land owned by Juan Armendariz; thence North 37 degrees East along said land to the Northeast corner of same on San Elizario ditch 350 varas, thence North 40 degrees East 130 varas down an arroya; thence North 46 1/2 degrees East 40 varas still down same; thence North 63 degrees East 37 varas to bend in same; thence South 72 degrees East 70 varas thence South 52 1/2 degrees East 90 varas; thence South 34 degrees East 55 varas; thence South 13 degrees East 70 varas; thence South 22 degrees West 80 varas; thence South 11 degrees West 85 varas to where leave arroya; thence South 26 degrees West at 90 varas across San Elizario ditch and 250 to acequia del Monte; thence South 27 1/2 degrees West 176 varas to border; thence North 74 degrees West 111 varas to cottonwood tree; thence South 21 1/2 degrees West 17 1/2 varas to corner of land; thence North 70 degrees West 51 varas with land of M. Provencio; thence North 14 1/2 degrees East 220 varas to North bank of acequia del Monte; thence North 69 degrees West 205 varas North bank of said ditch to place of beginning, and containing 35 acres of land, more or less, and being the same land conveyed by Emeteria Carpio to Christ Anderson by deed dated May 26 1892, and recorded in Book 13, Page 202, of the records of El Paso County, Texas, to which reference is hereby made.

J.P. Goodwin.

THE STATE OF TEXAS)

COUNTY OF EL PASO)

Before me, Wyndham Kemp a Notary Public in and for El Paso County, Texas, on this day personally appeared J.P. Goodwin 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 22nd day of January A.D. 1904.

(Notarial Seal)

Wyndham Kemp, Notary Public
in and for El Paso, County, Texas.

EB

John P. Goodwin and
E. Krause
TO
T.B. Docdery.

QUIT CLAIM DEED.
Dated March 14, 1904.
Filed Oct. 24, 1908.
Recorded Book 126, Page 503.

CONSIDERATION: \$1.00 Paid.

BARGAIN, SELL RELEASE AND FOREVER QUIT CLAIM.

DESCRIBED AS: All that certain tract or parcel of land being situated within the corporate limits of Socorra, El Paso County, Texas, and particularly described as follows;
Beginning at the bank of the acequia del Monte on line of land owned by Juan Armendariz; thence North 37 East along said land to the North-east corner of same on San Elizario ditch 350 varas; thence North 40 East 139 varas down on arroya; thence North 46½ varas East 40 varas still down same; thence North 63 East 37 varas to bend of same; thence South 72 East 70 varas thence South 52½ East 90 varas; thence South 34 East 55 varas; thence 13 East 70 varas; thence South 22 West 80 varas; thence South 11 West 85 varas to where leave arroya; thence South 26 West at 90 varas cross San Elizario ditch and 250 to acequia del Monte; thence South 27½ West 176 varas to border; thence North 74 West 111 varas to cottonwood tree; thence South 27½ West 17½ varas to corner of land; thence North 70 West 51 varas with land of M. Provincio; thence North 14½ East 220 varas to North bank of acequia del Monte; thence North 69 West 205 varas North bank of said ditch to place of beginning and containing 35 acres of land, more or less, and being the same land conveyed - Emeteria Carpio to Christ Anderson by deed dated May 26th 1892 and recorded in Book 13, Page 202, of the records of El Paso County, Texas, to both of which foregoing records reference is hereby made.

J.P. Goodwin
E. Krause.

THE STATE OF TEXAS)
COUNTY OF EL PASO) Before me Mark Miller a Notary Public in and for
El Paso County, Texas, on this day personally appeared J.P. Goodwin
and E. Krause, known to me to be the persons whose names are sub-
scribed to the foregoing instrument, and acknowledged to me that
they executed the same for the purposes and consideration therein ex-
pressed.

Given under my hand and seal of office this 14th day of March A.D,
1907.

21 Mark Miller
EB (Seal) Notary Public in and for El Paso County, Texas

P.R. Price, Trustee.
vs. #5480.
J.P. Goodwin and
R.V. Bowden.

In the District Court.

Original petition filed December 21, 1904.

Suit for the cancellation of certain transfers from J.P. Goodwin to R.V. Bowden, of certain lands situated near the town of Ysleta on the County of El Paso Texas, same containing 91 acres (26 acres under consideration are a part of said 91 acres) more or less;

Plaintiff claims that said land was transferred for the purpose and with the intention of defrauding the creditors of defendant J.P. Goodwin, and that Defendant Goodwin was insolvent at the time of said transfer and that Defendant Bowden knew of these facts when the transfers were made. Plaintiff prays for the cancellation of said transfers and the recovery of said land and for all the costs of suit and for general and equitable relief.

Citation served in person on December 21st., 1904.

Defendants original answer General denial. Filed Jan. 3, 1905.

Book 2, Page 429.

P.R Price, Trustee
vs. No. 5480.
J.P. Goodwin and R.V.
Bowden.

May 1st., 1905. Dismissed at plaintiff's cost.

NOTE: J.P. Goodwin was adjudged a bankrupt in 1904 and P.R. Price appointed Trustee, Bankrupt was discharged in 1905.

EB

R.V. Bowden
TO
El Paso Valley Water Users'
Association.

DEED OF TRUST & MORTGAGE.
Dated July 14, 1905.
Filed Feb. 8 , 1906.
Recorded Book 32, Page 9.

CONSIDERATION: I, R.V. Bowden do hereby subscribe for and agree to take 90 shares of the capital stock of the El Paso Valley Water Users' Association, a corporation, duly organized under the laws of the Territory of Arizona, and for the purpose and in order to become a member of said Association do hereby subject to all the provisions thereof and of the by-laws of said Association not inconsistent therewith, subscribe to the copy of the articles of Incorporation of said Association. The said shares of stock, and all rights and interests represented thereby or existing or accruing by reason thereof, or incident thereto, and to be inseparably appurtenant to the following described real estate, that is to say: The seven tracts first above named were conveyed by Walter S. Trimble to J.P. Goodwin and E. Krause by deed dated April 4, 1901 (Book 57 Page 1); and said Goodwin afterwards acquired the interest of said Krause in said tracts, together with the two tracts above last named by deed of March 12, 1902 (Book 58, Page 362); and all of the tracts above named were conveyed to R.V. Bowden by deed of J.P. Goodwin, January 22, 1904.

R.V. BOWDEN.

THE STATE OF TEXAS)
COUNTY OF EL PASO) Before me Manuel E. Flores, a Notary Public in
and for El Paso County, Texas, on this day personally appeared R.V.
Bowden 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 14th., day of
July A.D. 1905.

(Notarial Seal)

Manuel E. Flores,
Notary Public El Paso
County, Texas.

EB.

irrigation thereof, and in addition thereto such incorporators and share holders and their successors or assigns must initiate rights to the use of water from the said proposed irrigation works to be constructed by the said Secretary of the Interior, as soon as such rights may be initiated, and thereafter complete the acquisition thereof in the manner and upon the terms and conditions to be prescribed therefor by the Secretary of the Interior, which rights shall be, and thereafter continue to be forever appurtenant to designated lands owned by such share holders, and

WHEREAS, neither the relative priority, nor the extent of the individual appropriations of such water heretofore made by said incorporators and share holders for the land described in said Articles or by-laws, and which are now vested rights, have been ascertained or determined by said incorporators and share holders have agreed among themselves, by the terms and provisions of said Articles of incorporation and by-laws upon the rules and principles by and upon which the relative priority and the extent of their several appropriations and vested rights to the use of such waters shall be determined.

NOW THEREFORE, it is agreed and understood by and between the parties hereto,

1. That if the said Secretary of the Interior shall authorize and cause the construction of said irrigation works, the said Association will take prompt action to secure the determination by the Courts of the relative rights of their share holders to the use of water for said lands, and that in the determination of such rights and of their respective rights to the use of water acquired under said Act of Congress, and rules and principles set out in said Articles of incorporation and by-laws for such determination shall be deemed the established rules and principles for that purpose.

2. That only those who are, or who may become members of said Association, under the provisions of their Articles of incorporation and by-laws, shall be accepted as applicants for rights to the use of water available by means of said proposed irrigation works.

3. That the aggregate amount of such rights to be issued shall, in no event, exceed the number of acres of land capable of irrigation by the total amount of water available for the purpose, being (1) the amount now appropriated by the share holders of said Association, and (2) the amount to be delivered from all sources in excess of the water now appropriated and that the Secretary of the Interior shall determine the number of acres so capable of such irrigation as aforesaid, his determination to be made upon due and expert consideration of all available data, and to be based upon and measured and limited by the beneficial use of water.

4. That the payments for the water rights to be used to the share holders of said Association under the provisions of said Act of Congress, shall be divided into not less than 10 equal annual payments, the first of which shall be payable when the water is first

(continued)

R.V. Bowden
TO
El Paso Valley Water Users'
Association.

DEED OF TRUST & MORTGAGE.
Dated July 14, 1905.
Filed Feb. 8 , 1906.
Recorded Book 32, Page 9.

CONSIDERATION: I, R.V. Bowden do hereby subscribe for and agree to take 90 shares of the capital stock of the El Paso Valley Water Users' Association, a corporation, duly organized under the laws of the Territory of Arizona, and for the purpose and in order to become a member of said Association do hereby subject to all the provisions thereof and of the by-laws of said Association not inconsistent therewith, subscribe to the copy of the articles of Incorporation of said Association. The said shares of stock, and all rights and interests represented thereby or existing or accruing by reason thereof, or incident thereto, and to be inseparably appurtenant to the following described real estate, that is to say: The seven tracts first above named were conveyed by Walter S. Trimble to J.P. Goodwin and E. Krause by deed dated April 4, 1901 (Book 57 Page 1); and said Goodwin afterwards acquired the interest of said Krause in said tracts, together with the two tracts above last named by deed of March 12, 1902 (Book 58, Page 362); and all of the tracts above named were conveyed to R.V. Bowden by deed of J.P. Goodwin, January 22, 1904.

R.V. BOWDEN.

THE STATE OF TEXAS)

COUNTY OF EL PASO) Before me Manuel E. Flores, a Notary Public in and for El Paso County, Texas, on this day personally appeared R.V. Bowden 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 14th., day of July A.D. 1905.

(Notarial Seal)

Manuel E. Flores,
Notary Public El Paso
County, Texas.

lations shall be subject to the approval of the Secretary of the Interior, and that if the associations fail to make and adopt such rules and regulations, then the Secretary of the Interior may prescribe them, but in such event the Secretary of the Interior shall impose no rule or regulation interfering with any vested right of the shareholders of the associations, as defined or modified by said Articles of incorporation and by-laws.

9. That persons who are not now members of the Associations but who may be the owners or occupants of land to be irrigated as described in their articles of incorporation or by-laws, or of added lands as therein provided for, and to whom rights to the use of water from the proposed irrigation works may be issued by the United States may, at the designation of the Secretary of Interior become members of the associations upon subscribing to the stock thereof and upon compliance with the other conditions prescribed for such membership.

10. That in all the relations between the United States and these associations, and the members of the associations, the rights of the members of the associations, the rights of the members of the associations to the use of water where the same have vested, are to be defined, determined and enjoyed in accordance with the provisions of the said act of Congress and of other acts of Congress on the subject of the acquisition and enjoyment of the rights to use water and also by the laws of New Mexico and Texas where not inconsistent therewith, modified at all, by the provisions of the Articles of incorporation and by-laws of said associations.

11. That nothing contained in this agreement, or to be implied from the fact of its execution, shall be construed, held or deemed to be an approval by the Secretary of the Interior, nor an adoption by him of the Articles of incorporation or by-laws of said associations in all their details as the form of organization of water users contemplated and authorized by Section 6 of the said Act of Congress of June 17, 1902, but such approval and adoption is expressly reserved until the conditions prescribed in said act, authorizing such approval and adoption shall have arisen, and that when the Secretary of the Interior shall make, approve and promulgate rules and regulations for the administration of the water to be supplied from said proposed irrigation works, such rules and regulations and such modifications thereof as the Secretary may from time to time approve and promulgate shall be deemed and held to be obligatory upon these associations as fully and completely and to every intent and purpose as if they were now made, approved, promulgated and written out in full in this agreement, and the same are to be so read and construed.

12. It is further understood and agreed that the charges apportioned by the Secretary of the Interior for the construction of the Leasburg Diversion Dam and Canal against the lands irrigated thereunder, shall be upon the basis of the water available from the

(continued)

delivered from said works, or within a reasonable time thereafter, and after due notice thereof by the Secretary of the Interior to the Associations, and that the cost of said proposed irrigation works shall be apportioned equally per acre among those acquiring such rights.

Provided that the charges apportioned under the integral part of the said irrigation works, known as the Leasburg Diversion Dam and Canal, the construction of which is now proposed, shall be paid in 10 equal annual instalments, upon the terms herein specified.

Provided further, that in the assessment of the charges under the main Rio Grande Project when constructed, the Secretary of the Interior shall apportion equitable the charges therefor against the land irrigated under the Leasburg Diversion Dam and Canal, due allowance being made for the charges already paid under this agreement.

5. That the said Water Users' Association hereby guarantees the payment for that part of the cost of the irrigation works which shall be apportioned by the Secretary of the Interior to their shareholders, and will promptly levy the calls or assessments therefor and for the cost of maintenance and operation, as may be assessed from year to year by the Secretary of the Interior, and collect or require prompt payment thereof in such manner as the Secretary of the Interior may direct, that they will promptly pay the sums collected by them to the receivers of the local land offices for the districts in which the said lands are situated, that they will promptly employ the means provided and authorized by the said Articles of Incorporation and by-laws for the enforcement of such collections, and will not change, alter or amend their articles of incorporation or by-laws in any manner whereby such means of collection of the lien given to them by the shareholders to secure the payment thereof, or any assessments contemplated or authorized thereby shall be impaired, diminished or rendered less effective without consent of the Secretary of the Interior. 6. The United States shall in no manner be responsible for the sums collected by said Associations until they have been paid into the hands of the receiver of the local land office, as provided by the law, and in accordance with such regulations as may be prescribed by the Secretary of the Interior.

7. That for the purpose of enforcing said collections, the Associations will adopt and enforce proper by-laws, subject to the approval of the Secretary of the Interior, and not change them so as to in anywise impair their efficiency for said purpose, and will otherwise do any and all things they are authorized and empowered to do in the premises.

8. That the associations will adopt and enforce such rules and regulations as they are authorized by their Articles of incorporation and by-laws to adopt and enforce concerning the administration of the affairs of the associations, to effectually carry out and promote the purposes of their organization, within the provisions of said articles of incorporation and by-laws, which rules and regu-

(continued)

natural flow of the Rio Grande at said Dam.

In Witness Whereof, the undersigned have hereunto subscribed their names and affixed their seals the day and year first herein written.

(Seal of Interior)

Jesse H. Wilson, Acting Secretary of the Interior, for and on behalf of the United States of America, Party of the First Part.

(Corporate Seal)

ATTEST: H.C. Prenger, Secretary.

Elephant Butte Water Users' Association of New Mexico, by H. B. Holt, President.

ATTEST:

F. Martinez, Secretary.
(Corporate Seal).

El Paso Valley Water Users Association, By A. Courchesne, President, Parties of the second part.

THE STATE OF TEXAS
COUNTY OF EL PASO

Before me, Manuel B. Flores, a Notary Public in and for El Paso County, Texas, on this day personally appeared A. Courchesne, President of the El Paso Valley Water Users' Association and F. Martinez, Secretary of the El Paso Valley Water Users Association, both of whom are known to me to be the persons whose names are subscribed to the foregoing instrument, and severally acknowledged to me that they executed the same for the purposes and consideration therein expressed, and in the capacities therein mentioned, and as the act and deed of the said El Paso Valley Water Users' Association.

Given under my hand and seal of office, this the 16th day of August A. D. 1906.

(Notarial Seal).

Manuel B. Flores, Notary Public,
in and for El Paso County, Texas.

CKW

R.V. Bowden
TO
T.B. Dockery.

QUIT CLAIM DEED.
Dated Nov. 29, 1907.
Filed Oct. 28, 1908.
Recorded Book 127, Page 434.

CONSIDERATION: \$2000.00 Paid

BARGAIN, SELL, RELEASE AND FOREVER QUIT CLAIM

DESCRIBED AS: (Other property) and also all that certain tract or parcel of land lying within the corporate limits of the town of Socorra, El Paso County, Texas, and more particularly described as follows; to-wit: Beginning on the bank of the acequia del Monte on line of land owned by Juan Armendariz; thence North 37 East along said land to the Northeast corner of same on San Elizario ditch 350 varas; thence North 40 East 139 varas down an arroyo; thence North 46 1/2 East 40 varas still down same; thence North 63 East 37 varas to bend in same thence South 72 East 70 varas; thence South 52 1/2 East 90 varas; thence South 34 East 55 varas; thence South 13 East 70 varas; thence South 22 West 80 varas; thence South 11 West 85 varas to where leave arroyo; thence South 26 West at 90 varas cross San Elizario ditch and 250 to acequia del Monte; thence South 27 1/2 West 176 varas to border; thence North 74 West 111 varas to cottonwood tree; thence South 27 1/2 West 17 1/2 varas to corner of land; thence North 70 West 51 with land of M. Proencio; thence North 14 1/2 East 220 varas to North bank of acequia del Monte; thence North 69 West 205 varas North bank of said ditch to place of beginning, and containing 35 acres of land, more or less, and being the same land conveyed by Emeteria Carpio to Christ Anderson by deed dated May 26, 1892 and recorded in Book 13, Page 202, of the records of El Paso County, Texas, to both of which foregoing records reference is hereby made.
(Other property)

R.V. Bowden.

THE STATE OF TEXAS)
COUNTY OF EL PASO) Before me J.M. Dean, a Notary Public in and for
El Paso County, Texas, on this day personally appeared R.V. Bowden, 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 29th day of November A.D. 1907.

(Notarial Seal)

EB

J.M. Dean, Notary Public
29 In and for El Paso
County, Texas.

L.G. Gillett, Trustee.

TO

J.P. Goodwin

TO

L.G. Gillette, Trustee.

RELEASE.

Dated March 20, 1908.

Filed Oct. 26, 1908.

Recorded Book 127, Page 444.

CONSIDERATION: Full and final payment of 11 promissory notes; 10 for \$100, and 1 for \$150. and due monthly with 10% interest from date. Notes have been fully paid.

DESCRIBED AS: All that certain tract or parcel of land lying and being within the corporate limits of the town of Socorra, in El Paso County, Texas, and more particularly described as follows; Beginning on the bank of the acequia del Monte on line of land owned by Juan Armendariz, thence North 37 3/4 East along said land at the Northeast corner of same on San Elizario ditch 350 varas; thence North 40 East 139 varas down an arroya; thence North 46 1/2 East 40 varas still down same; thence North 63 East 37 varas to the bend in same; thence South 72 East 20 varas; thence South 52 1/2 East 90 varas; thence South 34 East 55 varas; thence South 13 East 70 varas; thence South 22 West 80 varas; thence South 11 West 85 varas to where leave arroya; thence South 26 West 90 varas cross San Elizario ditch and 250 to acequia del monte; thence South 27 1/2 West 176 varas to border; thence North 74 West 111 varas to cottonwood tree; thence South 27 1/2 West 17 1/2 varas to corner of land; thence North 70 West 51 varas with land of M. Provencio; thence North 14 1/2 East 220 varas to North bank of acequia del Monte; thence North 69 West 205 varas North bank of said ditch to place of beginning and containing 35 acres more or less, and being the same land conveyed Emeteria Carpio to Christ Anderson by deed dated May 26, 1892 and recorded in Book 13, Page 202, of the records of El Paso County, Texas, to both of which foregoing records reference is hereby made.

REMISE, RELEASE AND QUIT CLAIM the lien heretofore held on said premises by virtue of said premises by virtue of said deed of trust and do hereby declare the same fully released and satisfied.

L.G. Gillette, Trustee
T.B. Dockery.

THE STATE OF TEXAS)

COUNTY OF EL PASO) Before me, Mark Miller, a Notary Public in and for El Paso County, Texas, on this day personally appeared L.G. Gillette, Trustee, T.B. Dockery --- to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 20th day of March 1908.

(Notarial Seal)

30
Mark Miller.

W.M. Peticolas, Trustee
and T.B. Dockery
TO

John P. Goodwin and
Mary L. Goodwin.

RELEASE.

Dated March , 1908.

Filed Oct. 26, 1908.

Recorded Book 127, Page 439

CONSIDERATION: Full and final payment of a certain promissory note ,executed by J.P. Goodwin and Mary L. Goodwin and payable to T.B. Dockery, as follows; One note for \$600, due April 5th., 1898 and bearing interest from maturity at the rate of 10% per annum Said note given to secure the payment of the Vendor's Lien on the following described property:

DESCRIBED AS: (Other property) and also all that certain tract or parcel of land lying within the corporate limits of the town of Socorra, El Paso County, Texas, and more particularly described as follows: Beginning off the bank of the acequia del Monte on line of land owned by Juan Armendariz, thence North 39 East to the Northeast corner of same on San Elizario ditch 350 varas; thence North 40 East 139 varas down an arroya; thence North 46½ East 40 varas still down same; thence North 63 East 37 varas to bend of same; thence South 72 East 70 varas; thence South 34 East 55 varas; thence South 13 East 70 varas; thence south 22 West 80 varas; thence South 11 West 85 varas to where leave arroya; thence South 26 West 90 varas cross San leave Elizario ditch and 250 to acequia del Monte; thence South 27½ West 1 176 varas to border ; thence North 74 West 111 varas to a cotton wood tree; thence South 27½ West 17½ varas to corner of land; thence North 70 West 51 varas with land of M. Provincio; thence North 14½ East 220 varas to the North bank of acequia del Monte; thence North 69 West 205 varas North bank of said ditch to place of beginning and containing 35 acres of land more or less, and being the same land conveyed by Emeteria Carpio to Christ Anderson by deed dated May 26, 1892 and recorded in Book 13, Page 202, of the records of the El Paso County, Texas, to both of which foregoing records reference is hereby made.

REMISE, RELEASE AND QUIT CLAIM the Vendor's Lien heretofore existing on the land and premises aforesaid.

W.M. Peticolas
T.B. Dockery.

(continued) 31

THE STATE OF TEXAS)
COUNTY OF EL PASO) BEFORE ME, Mark Miller Notary Public in and
for El Paso County, Texas, on this day personally appeared W.M.
Peticolas, Trustee and T.B. Dockery _____ to me to be the person whose
names are subscribed to the foregoing instrument, and acknowledged to
me that they executed the same for the purposes and consideration
therein expressed.

Given under my hand and seal of office this 20 day of March 1908.

(Notarial Seal)

Mark Miller, Notary
in and for El Paso Co., Tex.

EL PASO TITLE CO.

EB

L.G. Gillett, Trustee
and T.B. Dockery, Principal.
TO
John P. Goodwin.

RELEASE DEED OF TRUST.
Dated March 20, 1908.
RE- Filed November 20, 1908.
Recorded Book 130, Page 333

CONSIDERATION: Full and final payment of 11 certain promissory note notes; 10 notes for \$1000 each, and 1 for \$150.00 due monthly from date and bearing interest from maturity at the rate of 10% per annum. To secure the payment of said above notes J.P. Goodwin did on the 22nd day of January, 1894 execute, acknowledge and deliver to L.G. Gillett, Trustee, a certain deed of trust on the following described property.

DESCRIBED AS: (Other property) Also all that certain tract or parcel of land lying within the corporate limits of the town of Socorro, El Paso County, Texas, and more particularly described as follows; to-wit: Beginning on the bank of the acequia del Monte on line of land owned by Juan Armendariz thence North 37 East along said land to the Northeast corner of same on San Elizario ditch 350 varas, thence North 40 East 139 varas down an arroya; thence North 46½ East 40 varas still down same; thence North 63 East 37 varas to bend of same; thence South 72 East 70 varas; thence South 52½ East 90 varas; thence South 34 East 55 varas; thence South 13 East 70 varas; thence South 22 West 80 varas; thence South 11 West 85 varas to where leave arroya; thence South 26 West at 90 varas cross San Elizario ditch and 250 to acequia del Monte; thence South 27½ West 176 varas to border; thence North 74 West 111 varas to cottonwood tree; thence South 27½ West 17½ varas to corner of land; thence North 70 West 51 varas with land of M. Provencio; thence North 14½ East 220 varas to North bank of acequia del Monte; thence North 69 West 205 varas North bank of said ditch to place of beginning, and containing 35 acres of land, more or less, and being the same land conveyed - Emeteria Carpio to Christ Anderson by deed dated May 26th, 1892, and recorded in Book 13, Page 202, of the Records of El Paso County, Texas, to both of which foregoing records reference is hereby made.
(Other property)

L.G. Gillett, Trustee
T.B. Dockery.

THE STATE OF TEXAS)
COUNTY OF EL PASO) Before me, Mark Miller a Notary Public in and
for El Paso County, Texas, on this day personally appeared L.G.
Gillett and

Gillett, Trustee, and T.B. Dockery known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office, this 20th day of March 1908.

(Notarial Seal)

Mark Miller
Notary Public

Certified by Park W. Pitman that the foregoing Release was filed for registration the 26th day of October 1908, and recorded in Book 127, Page 444.

EL PASO TITLE CO.

EB

W.M. Peticolas, Trustee
and T.B. Dockery
TO
John P. Goodwin.

RELEASE DEED OF TRUST.
Dated March 20, 1908.
RE. Filed Nov. 20, 1908.
Recorded Book 129, Page 359.

CONSIDERATION: Full and final payment of one note for \$600.00, due April 5, 1898, with interest from maturity at the rate of 10% per annum. Said note being executed by John P. Goodwin and Mary L. Goodwin in favor of T.B. Dockery.

To secure the payment of said note said John P. Goodwin and Mary L. Goodwin did execute, acknowledge and deliver to W.M. Peticolas a certain deed of trust on the following described real estate;

DESCRIBED AS: (Other property) and also all that certain tract or parcel of land lying within the corporate limits of the town of Socorro, El Paso County, Texas, and more particularly described as follows; to-wit: Beginning of the bank of the acequia del Monte on line of land of Juan Armendariz thence North 37 East along said land to the Northeast corner of same on San Elizario ditch 350 varas; thence North 40 East 130 varas down an arroya; thence North 46 1/2 East 40 varas still down same; thence North 63 East 37 varas to bend of same; thence South 23 East 70 varas; thence South 52 1/2 East 90 varas; thence South 34 East 55 varas; thence South 13 East 70 varas; thence South 22 West 80 varas; thence South 11 West 85 varas to where leave arroya; thence South 26 West at 90 varas cross San Elizario ditch and 250 varas to acequia del Monte; thence South 27 1/2 West 176 varas to the border; thence North 74 West 111 varas to cottonwood tree; thence South 27 1/2 West 17 1/2 varas to corner of land; thence North 70 West 51 varas with land of M. Provincio; thence North 14 1/2 East 220 varas to North bank of acequia del Monte; thence North 69 West 205 varas North bank of said ditch to place of beginning, and containing 35 acres of land, more or less, and being the same land conveyed - Emeteria Carpio to Christ Anderson by deed dated May 26th, 1892 and recorded in Book 13, Page 202, of the records of El Paso County, Texas, to both of which foregoing records reference is hereby made.

(Other property)

REMISE, RELEASE AND QUIT CLAIM the lien heretofore existing on the said premises by virtue of said deed of trust and do hereby declare the same fully released and satisfied.

W.M. Peticolas
T.B. Dockery.

129/359.

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THE STATE OF TEXAS)
COUNTY OF EL PASO) BEFORE ME, Mark Miller Notary Public in and for
El Paso County, Texas, on this day personally appeared W.M. Peticolas
Trustee and T.B. Dockery known to me to be the persons whose names are
subscribed to the foregoing instrument, and acknowledge to me that they
executed the same for the purposes and consideration therein expressed,
Given under my hand and seal of office this 2nd day of March 1908.

Notarial Seal)

Mark Miller Notary Public
in and for El Paso Co., Tex.

EL PASO TITLE CO.

EB

El Paso Valley Water Users Association
vs No. 70 in Equity

In the District Court of the
United States, for the Western
District of Texas, at El
Paso, Texas.

William H. Austin, et als (among other
Defendants cited are R.V. Bowden.

This suit is brought under the instructions of the Department of the Interior and is in the fullest sense of the word a friendly suit. It is intended to bring into the Court every person owning or claiming land in the valley on which water is now used for irrigation, or which the owner may desire to irrigate in the future. It is not the purpose of the suit to take any water right from any person, but is intended to determine and establish just whatever rights are now held in the valley by any land owner and to make provision for supplying water in the valley by any land owner and to make provision for supplying water in the future as far as possible to every land owner who wants water. There will be no expense to the individual defendants, sued as defendants if they will act in conjunction with the Water Users Association except the small assessments which the Water Users Association makes against all of its members.

NOTE: The above is taken from a letter from the El Paso Valley Water Users Association to its members as printed in the El Paso Morning Times of Sunday May 26, 1912. The petition, which is very lengthy, accompanied this letter and a copy of same will be furnished the examining attorney upon request.

CERTIFICATE OF STATE AND COUNTY TAX.

I, George Harper, County Tax Collector within and for El Paso County, Texas, do hereby certify that there are no Taxes due and unpaid which have been assessed against the land described in the Caption of this Abstract of Title, viz:

26 acres deeded by the Town of Socorro to Emeterio Carpio Nov. 11, 1892 and by Emeterio Carpio to Christ Anderson May 26, 1892,
2-7:10 acres deeded by the Corporation of Socorro to Sesaria Jurado de Anderson Nov. 13, 1899.
Supposed owners of both tracts to be Sesaria Jurado de Anderson.

Save the Taxes for the year 1912, amounting to the sum of \$?

And for the year _____, amounting to the sum of \$ _____.

And for the year _____, amounting to the sum of \$ _____.

And for the year _____, amounting to the sum of \$ _____.

And for the year _____, amounting to the sum of \$ _____.

And for the year _____, amounting to the sum of \$ _____.

And for the year _____, amounting to the sum of \$ _____.

Witness my hand this the 21st day of November, A. D. 19 12.

Geo. Harper
County Tax Collector.

B. H. Armstrong
Deputy.

JUDGMENT CERTIFICATE

We hereby certify that by an examination of the Abstract of Judgment, Attachment Lien and Lis Pendens records of El Paso County, Texas, we find nothing of record against any person mentioned in this Supplemental Abstract, that may be a lien upon the property described in the Caption hereof.

We further certify that, as shown by the records and files in the offices of the Clerk of the County Court and of the Clerk of the District Court of El Paso County, Texas, there are no suits pending on the Dockets of the County Court or of the District Court, for the 34th and 41st Judicial Districts respectively, or of the United States Courts for the Western District of Texas, sitting at El Paso, Texas, against any person, firm or corporation mentioned in this Abstract, that may affect the title to, or be a claim against said land; also that there are no laborer's liens, or liens of like nature against said property, and as shown by the indexes, there are no judgments in the County Court, or either of the Districts Courts, that might operate as a lien upon the property described in the Caption hereof. *(except as herein given)*

Witness the seal of The El Paso Title Company and the hand of its Manager this 21st day of November 1912

EL PASO TITLE COMPANY

By

MA. Vogel
Asst. Manager

CERTIFICATE OF ABSTRACTERS

We do hereby certify the foregoing..... Abstract of Title No. 15276..... to the lands described in the Caption hereof to be a full and complete history of the lands described therein and is all that appears of record in the County Clerk's office in the said County of El Paso and State of Texas.

Beginning with and subsequent to the date Nov. 11, 1892, being the date of Deed from Zacarias Apodaca, Mayor of Socorro, to Rosalio Carpio, as to the 26 acre tract, and beginning with and subsequent to the date Nov. 13, 1899, being the date of Deed from Gorgonio Hernandez, Mayor of Socorro to Sesaria Jurado de Anderson, as to the 2-7/10 acre tract, but not to apply prior to said dates.

NOTE: We will not be responsible for errors in Tax Collectors' Certificates.

As shown by the Official Records, of El Paso County, Texas, this..... 21st..... day of..... November..... A. D. 1912..

EL PASO TITLE COMPANY, COMPILERS.

By..... *MA. Vogel*..... Manager.

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3 deeds filed Apr. 21 - 1924