

780 - Bills, Jewell

0033 - 0055 - 0014 - 00

RIVERSIDE CANAL EXT

RIO GRANDE

780

RIO GRANDE

1540 - 1541

780 -

[Handwritten scribble]

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF TEXAS }
COUNTY OF EL PASO } ss:

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

(a) I, Geo. W. Hoadley, a Notary Public

in and for said county, in the State aforesaid, do hereby certify that Jewell K. Bills, a single woman

who is personally known to me to be the person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that she signed, sealed, and delivered said instrument of writing as her free and voluntary act, for the uses and purposes therein set forth.

(b) I further certify that I did examine the said separate and apart from her husband, and explained to her the contents of the foregoing instrument and upon that examination she declares that she did voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and does not wish to retract the same.

Given under my hand and official seal, this 29th day of October, 1940

[SEAL]

Geo. W. Hoadley, Notary Public in and for El Paso County, Texas

My commission expires 6/1/41

CERTIFICATE OF COUNTY RECORDER

STATE OF Texas }
COUNTY OF El Paso } ss:

I hereby certify that this instrument was filed for record at my office at 3:45 o'clock P.M., Jan. 21, 1941 and is duly recorded in Vol. 680 of Deed Records

Page No. 539

P. D. Loury, County Recorder

By Mrs. J. W. Morrow, Fees, \$

AFFIDAVIT OF DISINTERESTEDNESS

STATE OF }
COUNTY OF }

(Execute only on Returns Office copy)

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

Bureau of Reclamation.

Subscribed and sworn to before me at this day of, A. D. 193

[OFFICIAL SEAL]

My commission expires

10. Where the operations of this contract extend beyond the current fiscal year, it is understood that the contract is made contingent upon Congress making the necessary appropriation for expenditures thereunder after such current year has expired. In case such appropriation as may be necessary to carry out this contract is not made, the Vendor hereby releases the United States from all liability due to the failure of Congress to make such appropriation.

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

12. No Member of or Delegate to Congress, or Resident Commissioner, after his election or appointment or either before or after he has qualified and during his continuance in office, and no officer, agent, or employee of the Government, shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company, as provided in section 116 of the act of Congress approved March 4, 1909 (35 Stat., 1109).

IN WITNESS WHEREOF the parties have hereto signed their names the day and year first above written.

THE UNITED STATES OF AMERICA,

L. E. Fick

By _____

Superintendent, Bureau of Reclamation.

Witnesses:

P. O. Address _____

Jewell N. Hille

Vendor.

P. O. Address _____

Vendor.

P. O. Address _____

Fabens, Texas

Vendor.

P. O. Address _____

Approved:

(Date) _____, 193

4. Upon receipt of notice that this contract has been approved on behalf of the Bureau of Reclamation, the Vendor shall, without cost to the United States, promptly furnish a complete abstract of title covering the said property, which shall date as extended by the Vendor and include such instruments subsequently recorded in connection therewith, including the conveyance made pursuant to this contract. ~~Provided that if the Vendor fails or refuses to furnish such abstract of title within sixty days after notice that this contract has been approved, such abstract may be prepared by the United States at the expense of the Vendor and the cost thereof deducted from the purchase price of said property. If the United States has available either a full or partial abstract of title covering said property, the same shall be abstract under this contract and the cost thereof charged to the Vendor.~~

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

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

One Hundred fifty-two and 50/100 - - - -

dollars

(**\$ 152.50**), by U. S. Treasury warrant or fiscal officer's check.

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

8. The Vendor may retain possession of said property until **November 15th, 1940** notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crop

thereon until **November 15th, 1940**; except that the proper officers and agents of the United States shall at all times have unrestricted access to survey for and construct reclamation works, telephone and electrical transmission lines, and other structures and appliances incident to said reclamation works, free of any claim for damage or compensation on the part of the Vendor.

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

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rio Grande IRRIGATION PROJECT

LAND PURCHASE CONTRACT

THIS CONTRACT, made this **29th** day of **October** **1940**, in pursuance of the act of June 17, 1902 (32 Stat., 388), and acts amendatory thereof or supplementary thereto between the UNITED STATES OF AMERICA, hereinafter styled the United States, ~~by~~ **represented by the officer executing this contract**

~~Superintendent, Bureau of Reclamation,~~
and **Jewell W. Mills, a single woman**

and ~~of~~, hereinafter styled Vendor,
of **Yabens**, County of **El Paso**, State of **Texas**

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

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

(Homestead, community, separate)
State of **Texas**, to wit:

23973

THE STATE OF TEXAS,
COUNTY OF EL PASO.

Know all men by these presents:

Mrs. Jewell M. Bills Page (Formerly Jewell M. Bills) joined by
my husband Helson D. Page

of the County of El Paso, State of Texas, in consideration of the sum of

One Hundred Fifty-two and 50/100 (\$152.50) - - - - DOLLARS,

to them in hand paid by THE UNITED STATES OF AMERICA, in pursuance of the
provisions of the act of June 17, 1902 (32 Stat., 388), and acts amendatory thereof
or supplemental thereto

the receipt of which is hereby acknowledged

have 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~~ ~~XXXX~~, 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:

Riverside Canal Extension
Plat No. 6

A tract of land lying and situate in El Paso County, Texas, and in the
South half (S $\frac{1}{2}$) of Section thirty-one (21) Township thirty-three (33) South,
Range eight (8) East, Bureau of Reclamation Survey being also within surveys
96 and 97 of the Mainland San Elizario Grant and in tract two (2) Block
forty-two (42) of the official resurvey of the San Elizario Grant as
accepted by the Commissioners' Court of El Paso County, Texas, the 13th day
of January 1930, and of record in the office of the County Clerk of said
County and State more particularly described as follows:

Correct as to Engineering Data
A. O. A.

Beginning at the point of intersection of the southerly line of tract
two (2) Block forty-two (42) of said official resurvey of the San Elizario
Grant with the southerly right of way line of the Quadrilla Intercepting
Drain, said point being on a curve of one thousand five hundred eleven and
ninety-five hundredths (1511.95) feet radius and the tangent to the curve
at said point has a bearing South eighty-five degrees (85°) twelve minutes
(12') six seconds (6") West and from which point the southeast corner of
tract two (2) Block forty-two (42) of said official resurvey of the San
Elizario Grant bears North seventy-eight degrees (78°) fifty-seven minutes
(57') East two thousand eight hundred six and seven tenths (2806.7) feet;
thence along the southerly line of said tract two (2) South seventy-two
degrees (72°) forty-five minutes (45') West three hundred forty-five (345)
feet, South eighty-eight degrees (88°) forty-eight minutes (48') West one
hundred forty-three and eight tenths (143.8) feet, North seventy-two degrees
(72°) four minutes (4') West six hundred twenty-six and three tenths (626.3)
feet and North sixty-nine degrees (69°) one minute (1') West one hundred
sixty-three (163) feet to a southwesterly corner of said tract two (2);
thence along a westerly line of said tract two (2) North no degrees (0°)
fifty minutes (50') East two hundred sixty-two and eight tenths (262.8)
feet to a point on the southerly line of tract eight (8) Block forty-one
(41) of the said official resurvey of the San Elizario Grant; thence along
said line North seventy-three degrees (73°) forty-six minutes (46') East
thirty-five and six tenths (35.6) feet to a point from which the Southeast
corner of tract eight (8) Block forty-one (41) of the said official resurvey
of the San Elizario Grant bears North eighty-four degrees (84°) twenty-nine
minutes (29') East one thousand nine and two tenths (1009.2) feet; thence
South sixty-five degrees (65°) five minutes (5') thirty-five seconds (35")
East fifteen and one tenth (15.1) feet to a point on the southerly right of
way line of the Quadrilla Intercepting Drain, said point being on a curve
of one thousand five hundred eleven and ninety-five hundredths (1511.95) feet
radius and the tangent to the curve at said point has a bearing South forty-six
degrees (46°) twenty-two minutes (22') fifteen seconds (15") East; thence
along the southerly right of way line of said Quadrilla Intercepting Drain
and to the left along said curve of one thousand five hundred eleven and
ninety-five hundredths (1511.95) feet radius a distance on the arc of one
thousand two hundred seventy-seven and nine tenths (1277.9) feet to the point
of beginning, said tract of land containing three and ninety-one hundredths
(3.91) acres, more or less, all as shown on plat attached ~~hereto~~ ~~and~~ ~~incorporated~~
~~herein~~ to that certain contract between Jewell M. Bills, Grantor,
and grantee dated Oct. 29, 1940, and of record in Book 680, Page 539 of the
Deed records of El Paso County, Texas

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, unto the said

THE UNITED STATES OF AMERICA, its successors

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

THE UNITED STATES OF AMERICA, its successors

~~heirs~~ and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

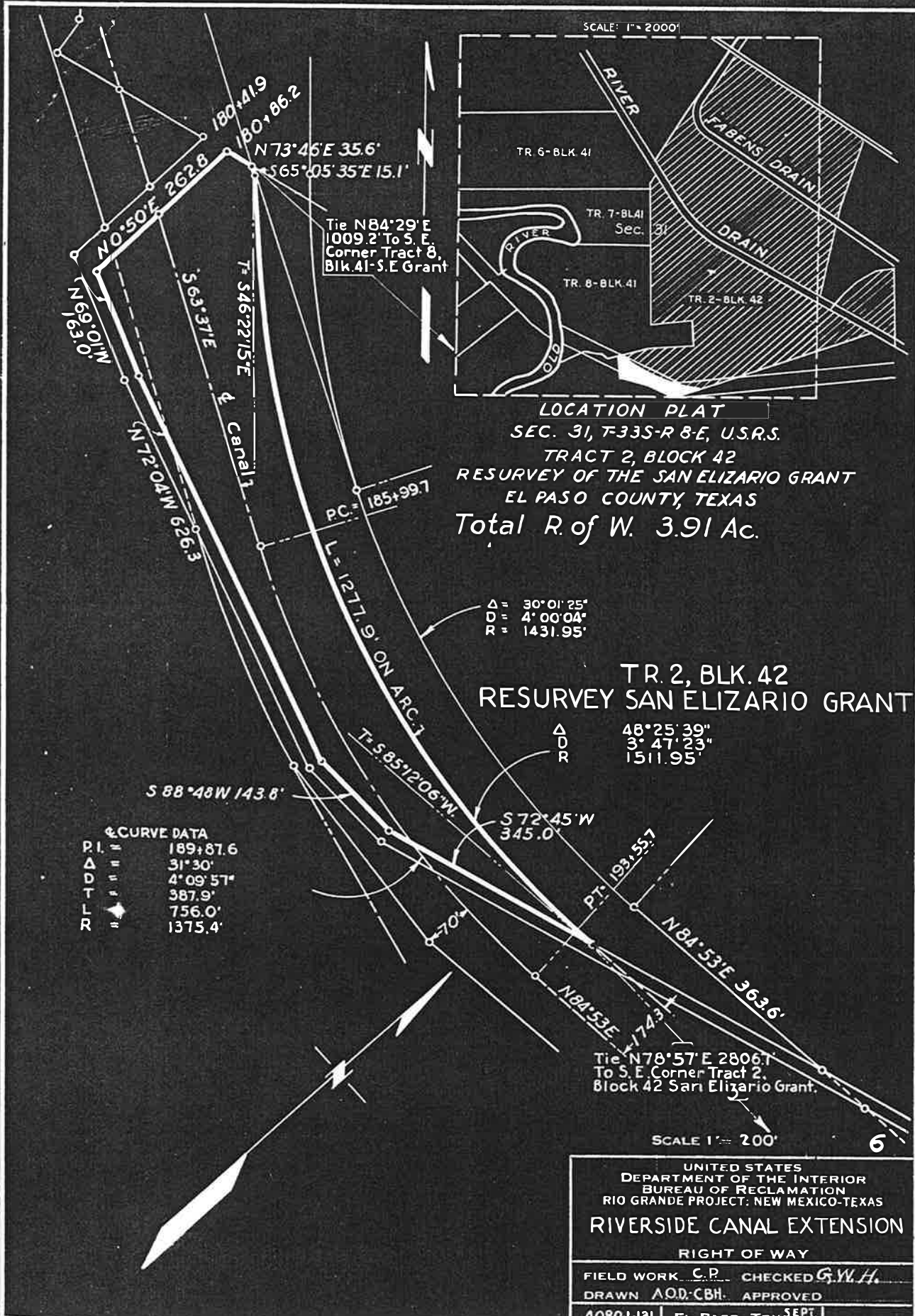
WITNESS their hand at *Fabens, Texas* this *22nd* day of *October* A. D. 19 *41*

Witnesses at Request of Grantor

H. Hardie

Mrs Jewell M. Bills Page
Nelson D. Page





UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Land Classification and Valuation Report

Feature Riverside Canal Extension Date Oct. 19 40

We, the undersigned Appraisers, do hereby certify that we have carefully examined the tract or tracts of land, together with the improvements thereon, if any, and believed to belong to

Level Dills

lying and situate in the County of El Paso, State of Texas, and located in:

R	T	Sec.	Subdiv.	Meridian
R	T	Sec.	Subdiv.	Meridian
R	T	Sec.	Subdiv.	Meridian
R	T	Sec.	Subdiv.	Meridian

County Plat # Blk. 42 San Elizario Grant, Tract # 2
Containing 3.91 Acres more or less, under
(not under) the Rio Grande Texas-New Mexico Irrigation Project.

Class 1. Subject to Construction Charges		Acres	at	\$	per acre	\$
(	)	Acres	at	\$	per acre	\$
(	)	Acres	at	\$	per acre	\$
(	)	Acres	at	\$	per acre	\$
(	)	Acres	at	\$	per acre	\$
(	)	Acres	at	\$	per acre	\$

Class 2. Suspended		Acres	at	\$	per acre	\$
(	)	Borrow Pits .85	Acres at	\$ 20.00	per acre	\$ 11.10
(	)	Pasture and levee 3.06	Acres at	\$ 38.00	per acre	\$ 117.60
(	)		Acres at	\$	per acre	\$
(	)		Acres at	\$	per acre	\$ 122.70

Land not under the Project:

Improvements:		\$
1100' Fence 0.01		\$ 21.00
		\$ 21.00
Grand Total		\$ 122.70

We furthermore individually certify that neither of us is in any manner related to the herein named owner, by marriage or otherwise, and that neither of us is in any manner financially interested in the herein described property.

George Huffman

E. K. Danney

Geo. W. Hoadley

Appraisers

Approved: _____

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rio Grande IRRIGATION PROJECT

REPORT ON LAND COVERED BY PURCHASE CONTRACT

IN RE CONTRACT, dated **October 29, 1940**; made by **Jewell M. Bills**
involving purchase of **3.91** acres of land, for \$ **152.80**;
purpose **Riverside Canal Extension**

1. The land described in the above-named contract is necessary for the purpose stated, and the consideration is reasonable. Land of a similar character in the vicinity has sold recently for \$ **no sales** per acre.

2. The land was entered under the law.
Final certificate is dated Patent is dated

No public lands in Texas

3. The land is subject to no right-of-way grant to the Government under stock-subscription contract, water-right-application contract, or otherwise, except as follows:

No

4. The general character and quality of the land are as follows:

Borrow Pits .55
Pasture and Loess 3.36

5. **no** acres of the land are being irrigated and **3.01** additional acres are susceptible of irrigation under water right described as follows:

6. The following are estimates of the areas of each class of crops on the land and of the values of such crops and of the important improvements:

No allowance for crops

CERTIFICATE BY PROJECT SUPERINTENDENT

I HEREBY CERTIFY that the land described in attached land purchase contract dated October 29, 1940 between the United States of America and Jewell M. Pills, a single woman, is required for the purposes authorized by the act of June 17, 1902 (32 Stat., 388) and acts amendatory thereof and supplementary thereto, namely, as right of way for the Riverside Canal Extension, a part of the Rio Grande Federal Irrigation Project; that the consideration to be paid thereunder, namely, \$152.50 is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

Dated at El Paso, Texas, this 29th day of Oct. 1940.

L R Flock
Project Superintendent
Bureau of Reclamation

CERTIFICATE OF POSSESSION

I HEREBY CERTIFY that I have personally examined the land described in attached land purchase contract dated October 29, 1940, between the United States of America and Jewell M. Hills, a single woman, and that 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 of it.

Dated at El Paso, Texas, this 29th day of Oct. 1940

Geo. W. Eadley

Right of Way Agent

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

El Paso, Texas. Dec. 20, 1941.

M & F

From Superintendent

To The Commissioner

Subject: Acquisition of land - Transmittal of Papers -
Land purchased from Jewell M. Bills Page,
et vir - Rio Grande Project.

1. The following title papers, as required by the General accounting office, to support G. F. Allen's voucher No. 19-43993 dated Nov. 27, 1941, covering payment for the acquisition of land from Jewell M. Bills Page for Riverside Canal Extension are enclosed herewith:

Policy of Title Insurance
Original Recorded Deed
Original Opinion of Title

In duplicate

Encls- As listed above

cc- Denver with copy of recorded deed

DEC 24 '41 71488

El Paso, Texas. Dec. 20, 1941.

From Superintendent

To The Commissioner

Subject: Acquisition of land - Transmittal of Papers -
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et vir - Rio Grande Project.

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Policy of Title Insurance
Original Recorded Deed
Original Opinion of Title

- - - -

In duplicate

L. R. Fieck

Encls- As listed above

*

cc- Denver with copy of recorded deed

DEC24'41 71488

UNITED STATES
DEPARTMENT OF THE INTERIOR

BUREAU OF RECLAMATION

738 Amarillo Building
Amarillo, Texas

U S BUREAU OF RECLAMATION			
EL PASO, TEXAS			
RECEIVED			
NOV 15 1941			
	NOTE	CLASS	IN
CH. CLK.			
OF. ENG.			
HYDRO.			

November 14, 1941

From District Counsel

To Superintendent, El Paso, Texas.

Subject: Acquisition of Land - Opinion of title to land described in Contract No. 116r-1501 dated October 29, 1940 with Jewell W. Bills; area 3.91 acres; consideration \$152.50 for Riverside Canal Extension - Rio Grande project.

1. I have examined Policy of Title Insurance No. OT 39384 C/15124 issued by the Commercial Standard Insurance Company, Fort Worth, Texas, countersigned at El Paso, Texas, the 23rd day of October, 1941 - Pioneer Abstract & Guarantee Title Company By H. H. Newman, Agent, President; Attest By H. L. McCune, Asst. Secretary, and from said examination, I am of the opinion that the fee-simple title to said property is vested in the United States of America.

2. The Policy of Title Insurance is issued subject to:

- (a) Restrictive covenants affecting the property above described.
- (b) Any discrepancies in area and boundaries which a correct survey would show.
- (c) Rights of parties in possession

3. The following instructions are given relative to the above exceptions:

(a) No restrictive covenants are contained in the Warranty Deed, hence this qualification may be disregarded.

(b) It is presumed your office has taken the necessary precautions to obviate loss due to discrepancies in area and boundaries which a correct survey would show. No additional action is necessary.

(c) The certificate dated October 29, 1940, and the Form 7-281, 'Report of Land covered by Purchase Contract, both executed by Geo. W. Woadley, of your office, indicate an inspection of the land which showed that no persons claiming a right in such land adverse to the proposed grantors' rights, were in possession of any part of it, therefor this exception may be disregarded.

4. Texas law provides that (Art. 7151) all property is listed for taxation with reference to the quantity owned on the first day of January, and may be construed to mean that the lien of taxes attaches as of the first day of January of the year for which the levy is made. However, since the subject policy insures against any lien of 1941 taxes, they may be disregarded.

5. We note that the Policy of Insurance apparently through inadvertance states the amount of liability under the policy as \$152.50 in one place and \$152.00 in another. This typographical error should be corrected to have the correct amount (\$152.50) stated in the body of the policy.

6. Subject to these comments and recommendations, payment to Mrs. Jewell M. Bills Page (Formerly Jewell M. Bills) and her husband Nelson D. Page, of the net amount due under the contract, is approved. The Policy of Title Insurance and the Executed Warranty Deed are returned herewith, the copy of contract being retained for our files.

- - -

Dupl.

Encls. Title Policy 39384
Warranty Deed



CC: Chief Engineer
Commissioner



430-

Mrs. Young
RIO GRANDE

FKG

732 Amarillo Building
Amarillo, Texas

November 14, 1941

From District Council

To Superintendent, El Paso, Texas.

Subject: Acquisition of Land - Opinion of title to land described in Contract No. 116r-1501 dated October 29, 1940 with Jewell M. Billie; area 3.91 acres; consideration \$152.50 for Riverside Canal Extension - Rio Grande project.

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- (b) Any discrepancies in area and boundaries which a correct survey would show.
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(a) No restrictive covenants are contained in the Warranty Deed, hence this qualification may be disregarded.

(b) It is presumed your office has taken the necessary precautions to obviate loss due to discrepancies in area and boundaries which a correct survey would show. No additional action is necessary.

(c) The certificate dated October 29, 1940, and the Form 7-281, 'Report of Land covered by Purchase Contract, both executed by Geo. W. Headley, of your office, indicate an inspection of the land which showed that no persons claiming a right in such land adverse to the proposed grantors' rights, were in possession of any part of it, therefore this exception may be disregarded.

reference to any particular sub-division of Article 9 and, therefore, suggest deleting the reference to the sub-paragraph which would make the parenthetical clause in lines 2 and 3, on page 1 read, "(Except for the work as by the terms of article 9 are to be performed by the United States)".

Yours very truly,

Spencer L. Baird,
District Counsel.

CC: Commissioner ✓
Chief Engineer,
Construction Engineer, Altus, Oklahoma.

THE STATE OF TEXAS,

County of El Paso.

Before me Geo W Hoadley

a Notary Public

in and for El Paso County, Texas, on this day personally appeared

Mrs Jewell M. Bills Page and Nelson D. Page her husband

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 as his free act and deed.

Given under my hand and seal of office this 22nd day of October A. D. 1941

Geo W Hoadley
GEO. W. HOADLEY, Notary Public
In and for El Paso Co., Texas
Com. Expires June 1st, 1943



THE STATE OF TEXAS,

County of El Paso.

Before me Geo W Hoadley

a Notary Public

in and for El Paso County, Texas, on this day personally appeared

Mrs Jewell M. Bills Page, wife of Nelson D. Page

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

Mrs Jewell M. Bills Page acknowledged such instrument

to be her free 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 22nd day of October A. D. 1941

Geo W Hoadley
GEO. W. HOADLEY, Notary Public
In and for El Paso Co., Texas
Com. Expires June 1st, 1943



CLERK'S CERTIFICATE

THE STATE OF TEXAS,

County of El Paso.

I, P. D. Lowry Clerk of the County Court

of said County, do hereby certify that the above instrument of writing, dated on the 22

day of Oct A. D. 1941, with its certificate of authentication, was filed for record in my

office this 23 day of Oct, A. D. 1941, at 2:40 o'clock P.M.

and duly recorded the 27 day of Oct, A. D. 1941, at 9 o'clock A.M.

in the records of said County, in Volume 700 on Pages 405

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

P. D. Lowry

Clerk County Court, El Paso County, Texas.

By Marie Grady, Deputy.

EX-117

23973

Mrs Jewell M. Bills
Nelson D. Page

TO
U.S.A. X

Warranty Deed

FILED FOR RECORD

day of OCT 23 1941

at 2:40 O'CLOCK P.M.

AND RECORDED

OCT 27, 1941

at 9 O'CLOCK A.M.

County Court El Paso County Texas.

P. D. LOWRY, County Clerk

By Marie Grady DEPUTY

10/22/41

700/405

Commercial Standard

Insurance Company

Fort Worth, Texas

OWNER'S POLICY
OF TITLE INSURANCE

To

United States of America

PROPERTY

3.91 acres out of Tract
2, Block 42, San Elizario
Grant, El Paso County,
Texas,

RETURN TO

**PIONEER ABSTRACT AND
GUARANTEE TITLE COMPANY**
PHONE MAIN 838-9
EL PASO, TEXAS

TITLE INSURANCE
By COMMERCIAL STANDARD INS. CO.
ASSETS OVER \$4,000,000.00

2M-1-41

ment of such suit or proceeding and in ample time for defense therein, give said Company written notice of the pendency of the suit or proceeding, and authority to defend, and said Company shall not be liable until such adverse claim or right shall have been held valid by a court of last resort to which either litigant may apply, and if such adverse claim or right so established shall be for less than the whole of the property, then the liability of the Company shall be only such part of the whole liability limited above as shall bear the same ratio to the whole liability that the adverse claim or right established may bear to the whole property. In the absence of notice as aforesaid, the Company is relieved from all liability with respect to such claim or demand; provided, however, that failure to notify shall not prejudice the claim of the assured, if such assured shall not be a party to such action or procedure, nor be served with process therein, nor have any knowledge thereof, nor in any case, unless the Company shall be actually prejudiced by such failure.

Upon payment of any loss hereunder, the Company shall be entitled to be subrogated to all rights of insured against all other parties.

Upon sale of the property covered hereby, this policy automatically thereupon shall become a warrantor's policy and the insured, his heirs, executors and administrators, shall for a period of twenty-five years from date hereof remain fully protected according to the terms hereof, by reason of the payment of any loss he or they may sustain on account of any warranty contained in the deed executed by insured conveying said property. The Company to be liable under said warranty only by reason of defects, liens or encumbrances existing prior to or at the date hereof (and not excepted above) such liability not to exceed the amount above written.

In Witness Whereof, this Company has executed and attested these presents; but this policy shall not be valid unless countersigned by the duly authorized Agent of the Company.

Karl Z. Dason
Secretary

J. H. Newman
President

Countersigned at El Paso, Texas, this 27 day of October 1941

PIONEER ABSTRACT & GUARANTEE TITLE COMPANY

By J. H. Newman Agent.
President

ATTEST:

By H. M. Cune
Asst. Secretary

~~Opinion of A-G and certificate~~
of title examined JAN 20 1942

0
ednleq

ORGANIZED AND OPERATING UNDER THE INSURANCE LAWS OF THE STATE OF TEXAS

O. T. NO. N^o 39384
POLICY C/15124

Amount \$ 152.50

Commercial Standard Insurance Company

Fort Worth, Texas

Owner's Policy of Title Insurance

COMMERCIAL STANDARD INSURANCE COMPANY,

a Corporation, of Fort Worth, Texas,

herein called the Company, for value

Does Hereby Guarantee to - - - - -

UNITED STATES OF AMERICA - - - - -

successors and assigns

(herein styled insured), its heirs, executors, and administrators, that it has good and indefeasible title to the following described real property:

Riverside Canal
Extension, Plat No.6

A tract of land lying and situate in El Paso County, Texas, and in the South half (S. $\frac{1}{2}$) of Section thirty-one (31) Township thirty-three (33) South Range eight (8) East, Bureau of Reclamation Survey being also within surveys 96 and 97 of the Mainland San Elizario Grant and in tract two (2) Block forty-two (42) of the official resurvey of the San Elizario Grant as accepted by the Commissioners' Court of El Paso County, Texas, the 13th day of January 1930, and of record in the office of the County Clerk of said County and State more particularly described as follows:

BEGINNING at the point of intersection of the southerly line of tract two (2) Block forty-two (42) of said official resurvey of the San Elizario Grant with the southerly right of way line of the Quadrilla Intercepting Drain, said point being on a curve of one thousand five hundred eleven and ninety-five hundredths (1511.95) feet radius and the tangent to the curve at said point has a bearing South eighty-five degrees (85°) twelve minutes (12') six seconds (6") West and from which point the southeast corner of tract two (2) Block forty-two (42) of said official resurvey of the San Elizario Grant bears North seventy-eight degrees (78°) fifty-seven minutes (57') East two thousand eight hundred six and seven tenths (2806.7) feet; thence along the southerly line of said tract two (2) South seventy-two degrees (72°) forty-five minutes (45') West three hundred forty-five (345) feet, South eighty-eight degrees (88°) forty-eight minutes (48') West one ~~hundred and thirty-three and eight tenths (143.8) feet, North seventy-two degrees (72°) four minutes (4') west six hundred twenty-six and three tenths (626.3)~~ feet and North sixty-nine degrees (69°) one minute (1') West one hundred sixty-three (163) feet to a southwesterly corner of said tract two (2); thence along a westerly line of said tract two (2) North no degrees (0°) fifty minutes (50') East two hundred sixty-two and eight tenths (262.8) feet to a point on the southerly line of tract eight (8) Block forty-one (41) of the said official resurvey of the San Elizario Grant; thence along said line North seventy-three degrees (73°) forty-six minutes (46') East thirty-five and six tenths (35.6) feet to a point from which the Southeast corner of tract eight (8) Block forty-one (41) of the said official resurvey of the San Elizario Grant bears North eighty-four degrees (84°) twenty-nine minutes (29') East one thousand nine and two tenths (1009.2) feet; thence South sixty-five degrees (65°) five minutes (5') thirty-five seconds (35") East fifteen and one tenth (15.1) feet to a point on the southerly right of way line of the Quadrilla Intercepting Drain, said point being on a curve of one thousand five hundred eleven and ninety-five hundredths (1511.95) feet radius and the tangent to the curve at said point has a bearing South forty-six degrees (46°) twenty-two minutes (22') fifteen seconds (15") East; thence along the southerly right of way line of said Quadrilla Intercepting Drain and to the left along said curve of one thousand five hundred eleven and ninety-five hundredths (1511.95) feet radius a distance on the arc of one thousand two hundred seventy-seven and nine tenths (1277.9) feet to the point of beginning, said tract of land containing three and ninety-one hundredths (3.91) acres, more or less, all as shown on plat attached to that certain contract between Jewel M. Bills, Grantor, and grantee dated Oct. 29, 1940, and of record in Book 680, Page 539 of the Deed Records of El Paso County, Texas,

subject to: ~~Taxes for the year 1914 and thereafter~~ H. H. N.
~~Water charges for the year 1914 and thereafter~~ H. H. N.

1. Following items:

2. Restrictive covenants affecting the property above described.
3. Any discrepancies in area and boundaries which a correct survey would show.
4. Rights of parties in possession.
5. ~~All construction charges due to the City~~ H. H. N.
6. ~~All notes extending from contracts with the Baso, Mackey, Weber~~ H. H. N.
~~Users' Association~~

Said Company shall not be liable in a greater amount than actual monetary loss of insured, and in no event shall said Company be liable for more than

ONE HUNDRED FIFTY TWO AND 50/100 (\$152.50) Dollars,

and shall, at its own cost, defend said insured in every suit or proceeding on any claim against or right to said land, or any part thereof, adverse to the title hereby guaranteed, provided the party or parties entitled to such defense shall, within a reasonable time after the commence-

ment of such suit or proceeding and in ample time for defense therein, give said Company written notice of the pendency of the suit or proceeding, and authority to defend, and said Company shall not be liable until such adverse claim or right shall have been held valid by a court of last resort to which either litigant may apply, and if such adverse claim or right so established shall be for less than the whole of the property, then the liability of the Company shall be only such part of the whole liability limited above as shall bear the same ratio to the whole liability that the adverse claim or right established may bear to the whole property. In the absence of notice as aforesaid, the Company is relieved from all liability with respect to such claim or demand; provided, however, that failure to notify shall not prejudice the claim of the assured, if such assured shall not be a party to such action or procedure, nor be served with process therein, nor have any knowledge thereof, nor in any case, unless the Company shall be actually prejudiced by such failure.

Upon payment of any loss hereunder, the Company shall be entitled to be subrogated to all