

180

MAPEL, C. J., et. ux., Myra N. WARRANT DEED

(210) SOUTHSIDE RESIDER LAVERAL (San Elizario)

0623-0076-0010-00

9 (10) 1000

The State of Texas, }
County of El Paso.

Know all Men by these Presents: that

~~For the purpose and to the effect hereof, this wife~~ C. J. Mapel and Myra N. Mapel,
his wife,

of the County of El Paso, State of Texas, in consideration of the sum of two hundred and forty-
six (\$246.00) ----- DOLLARS

to them in hand paid by the United States of America, in pursuance of the
provisions of the act of Congress approved June 17, 1902 (32 Stat., 388),
the receipt of which is hereby acknowledged
have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said
United States of America

~~of the County of~~ and ~~xxx~~, all that certain
tract or parcel of land, lying in the County of El Paso and State of Texas, ~~more particularly described as~~

~~follows to-wit:~~ being in Section thirty-five (35), Township thirty-one (31)
South, Range six (6) East, and Section two (2), Township thirty-two (32)
South, Range six (6) East, N. M. P. M., more particularly described as
follows to-wit: Beginning at the northeast corner of land owned by the
grantors herein, which point is on the west side of the county road and
from which the southeast corner of Section thirty-five (35), Township
thirty-one (31) South, Range six (6) East, bears south 89° 45' east,
twenty-four hundred and thirty-five (2,435.0) feet, thence south 6° 49'
west, five hundred and ninety-five (595.0) feet along the west side of
the county road which is also the east line of the land owned by said
grantors, to the southeast corner of grantors' land, thence north 83° 11'
west, thirty (30) feet along the south line of grantors' land to station
45-86 on the proposed center line of the San Elizario Feeder, thence
north 83° 11' west, thirty (30) feet along grantors' south line, thence
north 6° 49' east, five hundred and ninety-five (595.0) feet to north line
of grantors' land, thence south 83° 11' east, thirty (30.0) feet along
said north line to station 89-91 on the center line of the San Elizario
Feeder, thence south 83° 11' east, thirty (30.0) feet along said north
line to the place of beginning and containing eighty-two hundredths (0.82)
of an acre; it being intended to convey the same strip of land described
in contract of September 30, 1915, between F. B. Pierce and Grace Pierce,
his wife, and the United States, which contract was filed for record on
December 4, 1915, and was recorded December 14, 1915, in the Deed Records
of El Paso County, Texas, in Volume 259 at page 595; the said strip it is
intended to convey by this deed being a part of the 36.9 acre tract
of land conveyed by warranty deed dated January 1, 1914, from D. W. Tench
Bowers and wife to C. M. Newman and C. J. Mapel, which deed was filed
for record August 2, 1915, and was recorded in Book 279, Page 239, of
the Deed Records of El Paso County, Texas.

~~heirs~~ and assigns forever; and we do hereby bind ourselves, our heirs, executors and adminis-
trators to Warrant and forever Defend, all and singular, the said premises unto the said 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 OUR hand at El Paso, Texas this first day of

June, A. D. 1916. C. J. Mapel

Myra N. Mapel

Witness at Request of Grantor.

50¢ in Revenue stamps cancelled.

THE STATE OF TEXAS,)

County of El Paso.)

Before me C. W. Bretz, a Notary Public

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

C. J. Mapel

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 first day of June A. D. 1916.

C. W. Bretz,

(Seal)

Notary Public in and for El Paso County, Texas.

THE STATE OF TEXAS,)

County of El Paso.)

Before me C. W. Bretz, a Notary Public

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

Myra N. Mapel

wife of C. J. Mapel

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

Myra N. Mapel

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 first day of June A. D. 1916.

C. W. Bretz,

(Seal)

Notary Public in and for El Paso County, Texas.

THE STATE OF TEXAS,)

County of El Paso.)

I, E. B. McClintock

Clerk of the County Court

of said County, do hereby certify that the above instrument of writing, dated on the 1st day of June, A. D. 1916, with its certificate of authentication, was filed for record in my office this 21st day of June, A. D. 1916, at 4:30 o'clock P. M. and duly recorded this 26th day of June, A. D. 1916, at 1:06 o'clock P. M. in the records of said County, in Volume 294 on Pages 279

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.

E. B. McClintock

Clerk, County Court.

Seal

By V. O. Puckett

Deputy.

TO

WARRANTY DEED

SINGLE AND WIFE'S SEPARATE ACKNOWLEDGMENT

Filed for record 1916

at o'clock M.

Clerk County Court.

By Deputy.

ELLIS EL PASO

Partial Release of Vendor's Lien.

STATE OF TEXAS)
County of El Paso)

WHEREAS, on the twenty-first day of December, 1914, C. M. Newman, Independent Executor of the Estate of E. S. Newman, deceased, of El Paso, County of El Paso, State of Texas, did execute, acknowledge and deliver to F. B. Pierce of Ysleta, County of El Paso, State of Texas, a certain warranty deed which was duly recorded in the records of El Paso County, Texas, in Book 279, Page 241, conveying all that certain tract or parcel of land, lying and being in the County of El Paso, in the State of Texas, described as follows, to-wit:

Being a part of a tract of land situated in the Ysleta Town Grant, El Paso County, Texas, about 1/2 mile south of the Church of Ysleta, and being a part of the same tract of land conveyed by John R. Hughes to E. S. Newman by warranty deed dated Sept. 22, 1909, filed for record Aug. 13, 1910, in Bk. 164, Pg. 325 and being more fully described as follows, to wit;

Beginning at a point on the North line of said survey and being the point common to the Northeast corner of a 20 acre tract of land heretofore conveyed to D. W. Bowers and a Southwest corner of the B. Alderete Tract, thence South 68° 30' E. 16 vrs. to a corner on the line between the B. Alderete Tract and the John R. Hughes Tract; thence South 80° E. 219.6 vrs. to the Northeast corner of said John R. Hughes Tract; thence South 7° W. 204.7 vrs. to a point in the East line of the said John R. Hughes Tract; thence North 83° W. 234.79 vrs. to the Southeast corner of the 20 acre tract heretofore deeded to D. W. Bowers; thence North on the East line of the D. W. Bowers 20 acre tract N. 7° East 220.2 vrs. to the place of beginning, containing 8.87 acres of land; and,

WHEREAS, the said F. B. Pierce gave in part payment for the land above described five promissory notes, one note for three hundred dollars (\$300.00) due one year after the date of said deed,

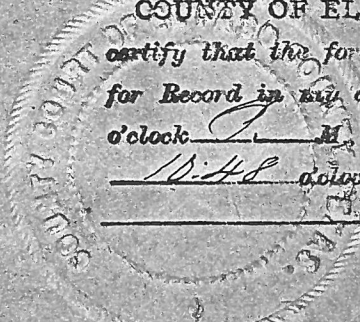
CERTIFICATE OF RECORD.

THE STATE OF TEXAS,)
COUNTY OF EL PASO,) I, E. B. McCLINTOCK, County Clerk in and for said County, do hereby certify that the foregoing instrument of writing with its certificate of authentication, was filed for Record in my office, on the 21 day of June, A. D., 1916, at 4:30 o'clock P. M. and duly recorded the 26 day of June, A. D., 1916, at 10:48 o'clock A. M. in the Deed,

Records of said County, in Volume 294, on page 275
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.

E. B. McCLINTOCK,
Clerk of the County Court, El Paso County Texas

By [Signature] Deputy.



County, Texas, on this day personally appeared ... 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 ... day ... A. D. 190...

[SEAL]

THE STATE OF TEXAS } COUNTY OF EL PASO, }

BEFORE ME, the undersigned authority, a Notary Public in and for El Paso County, Texas, on this day personally appeared F. B. Pierce and Grace Pierce wife of said F. B. Pierce known to me to be the persons ... subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein expressed. And the said Grace Pierce wife of the said F. B. Pierce having been examined by me privily and apart from her husband, and having the same fully explained to her; she, the said Grace Pierce 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 first day of June A. D. 19016

G. J. Barnes Notary Public in & for El Paso County Texas

[SEAL]

THE STATE OF TEXAS } COUNTY OF EL PASO, }

I, Clerk of the County Court of said County, do hereby certify that the foregoing instrument of writing, dated on the ... day of ... A. D. 19016 with its Certificate of Authentication, was filed for record in my office this the ... day of ... A. D. 19016; at ... o'clock ... M., and duly recorded the ... day of ... A. D. 19016; at ... o'clock ... M., in the Records of said County, in Vol. ... on Page ... No. ...

WITNESS MY HAND and Seal of the County Court of said County, at my office in El Paso, Texas, the day and year last above written.

Clerk C. C. ... County, Texas. By ... Deputy.

INDEXED 2407 WARRANTY DEED. F. B. Pierce Grace Pierce C. J. Mapele Sr are FILED FOR RECORD June 21 19016 11:30 o'clock and minutes E. B. McClintock Clerk County Court, El Paso Co., Texas. Carando Deputy. 19016 aso County, Record of Deeds, Book Clerk County Court of El Paso County, Texas. WMAN INVESTMENT CO Real Estate, Insurance, Loans, -INVESTMENTS- 294 277 Texas 100 PASO, U.S.A. 6/1/16

CERTIFICATE OF RECORD.

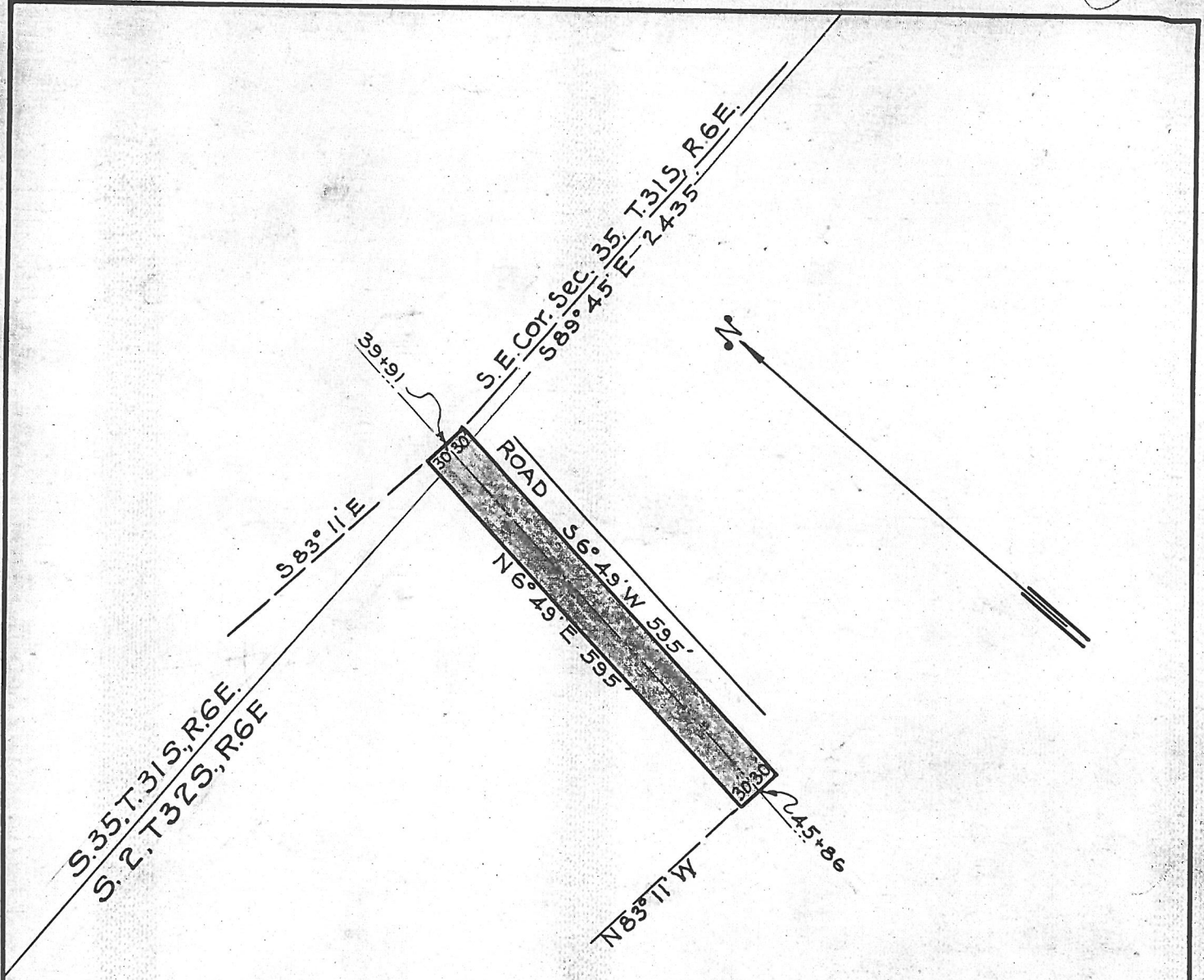
THE STATE OF TEXAS, } COUNTY OF EL PASO, } I, E. B. McCLINTOCK, County Clerk in and for said County, do hereby certify that the foregoing instrument of writing with its certificate of authentication, was filed for Record in my office, on the 21 day of June A. D. 1916, at 11:30 o'clock A. M., and duly recorded the 21 day of June A. D., 1916, at 11:36 o'clock A. M., in the Deed;

Records of said County, in Volume 294 on page 277 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.

E. B. McCLINTOCK, Clerk of the County Court, El Paso County Texas

By ... Deputy.

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Right of Way through the Property of
~~F. B. Pierce~~ C. J. Mapel, et. ux.
 Sec. 35, T. 31 S. R. 6 E. & Sec. 2, T. 32 S. R. 6 E.

0.82 Acre

W.D. 6/1/16

Rec 6/26/16-BK 294 Pg 279

10

Drawn by W.P.B.
 Traced by W.P.B.
 Checked by
 Approved

UNITED STATES RECLAMATION SERVICE
 RIO GRANDE PROJECT NM-TEX.
 A.P. Davis, Chief Engr. S.B. Williamson, Chief of Const.
 R.F. Walter, Senior Engr.
SAN ELIZARIO FEEDER
 EL PASO VALLEY
 Scale: 1" = 200
 Ysleta, Texas. August 1915.

42-24

E 760A-L 47

The State of Texas
County of El Paso.

Know all Men by These Presents: That

F. B. Pierce and Grace Pierce, his wife

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

Two Hundred and Forty Six - - - - - (\$246) - - - - - DOLLARS

cash to us in hand paid

by C. J. Mapel

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said

C. J. Mapel

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: Being in Section thirty-five (35), Township thirty-one (31) South, Range Six (6) East, and Section Two (2), Township thirty-two (32) South, Range six (6) East, N.M.P.M. more particularly described as follows, to-wit: Beginning at the north east corner of land owned by the grantors herein, which point is on the west side of the county road and from which the southeast corner of Section thirty-five (31) South, Range Six (6) East, bears south 89° 45' east, twenty four hundred and thirty-five (2435) feet, thence South 6° 49' west, five hundred and ninety five (595) feet along the west side of the county road which is also the east line of the land owned by said grantors, to the southeast corner of grantor's land, thence north 83° 11' west, thirty (30) feet along the south line of grantor's land to station 45+86 on the proposed center line of the San Eliza Feeder, thence north 83° 11' west, thirty (30) feet along grantor's south line, thence north 6° 49' east, five hundred and ninety five (595.0) feet to north line of grantor's land, thence south 83° 11' east, thirty (30) feet along said north line to station 39+91 on the center line of the San Elizario Feeder, thence south 83° 11' east, thirty (30) feet along said north line to the place of beginning and containing eighty two hundredths (.82) of an acre; it being intended to convey the same strip of land described in contract of September 30, 1915, between F.B.Pierce and Grace Pierce, his wife, and the United States, which contract was filed for record on December 4, 1915, and was recorded December 14, 1915, in the Deed Records of El Paso County, Texas, in Volume 259 at page 595; the said strip it is intended to convey by this deed being a part of the 36.9 acre tract of land conveyed by warranty deed dated January 1, 1914, from D. W. Bowers and wife to C.M.Newman and C.J.Mapel, which deed was filed for record August 2, 1915, and was recorded in Book 279, Page 239, 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 C. J. Mapel, his

heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators to Warrant and forever Defend, all and singular, the said premises unto the said

C. J. Mapel, his

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

WITNESS our hands at El Paso, Texas this first day of

June, A. D. 1916

Grace Pierce

Witnesses at Request of Grantor,

one note for three hundred dollars (\$300.00) due two years after the date of said deed, one note for three hundred dollars (\$300.00) due three years after the date of said deed, another note for five hundred sixteen and twenty-five one-hundredths dollars (\$516.25) due four years after the date of said deed, and another note for five hundred sixteen and twenty-five one-hundredths dollars (\$516.25) due five years after the date of said deed, all payable to the order of C. M. Newman, Independent Executor of the Estate of E. S. Newman, deceased, with interest at eight per cent per annum from the date of said deed until paid, and each note containing the usual ten per cent attorney's fee clause, as well as a vendor's lien on the land conveyed by said deed to secure the payment of principal, interest and attorney's fees; and

WHEREAS, the said C. M. Newman, Independent Executor of the Estate of E. S. Newman, deceased, transferred and assigned to the First Mortgage Company on July 17, 1915, all of the aforesaid notes, together with the vendor's lien retained in each of said notes, with the exception of the first note for three hundred dollars (\$300.00) falling due one year after the date of said deed, and by the terms of this transfer the four notes so transferred were made prior to the first note for three hundred dollars (\$300.00) due one year after the date of said deed, and the vendor's lien so transferred likewise became prior to ^{the vendor's lien retained in} said first note for three hundred dollars (\$300.00) due one year after the date of said deed; and

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CERTIFICATE OF RECORD.

THE STATE OF TEXAS, }
COUNTY OF EL PASO, } I, E. B. McCLINTOCK, County Clerk in and for said County, do hereby
certify that the foregoing instrument of writing with its certificate of authentication, was filed
for Record in my office, on the 21 day of June, A. D., 1916, at 4:30
o'clock P. M. and duly recorded the 26 day of June, A. D., 1916, at
10:48 o'clock A. M., in the Deed, _____
Records of said County, in Volume 294, on page 275.
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.

E. B. McCLINTOCK,
Clerk of the County Court, El Paso County Texas

By _____ Deputy.

WHEREAS, by agreement dated September 30, 1915, between the United States of America and F. B. Pierce and Grace Pierce, his wife, the said F. B. Pierce and Grace Pierce agreed to convey a certain tract or parcel of land for a canal right of way for the Rio Grande project free of all existing liens or encumbrances, which land is described as follows, to wit:

A tract of land located in Section thirty-five (35), Township thirty-one (31) South, Range Six (6) East, N. M. P. M., and Section two (2), Township thirty-two (32) South, Range six (6) East, N. M. P. M., more particularly described as follows: Beginning at vendor's northeast corner which point is on the west side of the county road and from which the south-east corner of Section thirty-five (35), Township thirty-one (31) South, Range six (6) East, bears south 89° 45' east, twenty-four hundred and thirty-five (2,435.0) feet, thence south 6° 49' west, five hundred ninety-five (595.0) feet along the west side of the county road which is also the east line of said tract, to vendor's southeast corner; thence north 83° 11' west, thirty (30) feet along vendor's south line to station 45+86 on the center line of the proposed San Elizario Feeder; thence north 83° 11' west, thirty (30) feet along said south line; thence north 6° 49' east, five hundred ninety-five (595.0) feet to the north line of said tract; thence south 83° 11' east, thirty (30) feet along said north line to station 39+91 on the center line of the proposed San Elizario Feeder; thence south 83° 11' east, thirty (30) feet along said north line to the place of beginning, containing eighty-two hundredths (0.82) of an acre;

NOW THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that we, the said C. M. Newman, Independent Executor of the Estate of E. S. Newman, deceased, and the First Mortgage Company, for and in consideration of the premises and of one dollar (\$1.00) to us in hand paid, the receipt whereof is hereby acknowledged, do hereby remise, set over, release, and re-convey unto the said F. B. Pierce, his

CERTIFICATE OF RECORD.

THE STATE OF TEXAS, }
 COUNTY OF EL PASO, } I, E. B. McCLINTOCK, County Clerk in and for said County, do hereby certify that the foregoing instrument of writing with its certificate of authentication, was filed for Record in my office, on the 21 day of June, A. D., 1916, at 4:30 o'clock P. M. and duly recorded the 24 day of June, A. D., 1916, at 11:48 o'clock A. M., in the Deed, _____
 Records of said County, in Volume 294, on page 275
 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.

E. B. McCLINTOCK,
 Clerk of the County Court, El Paso County Texas
 By _____ Deputy.

THE STATE OF TEXAS, :
: COUNTY OF EL PASO, :

Before me, the undersigned authority, on this day personally appeared, W. L. Tooley known to me to be the person whose name is subscribed to the foregoing instrument as Vice President of the First Mortgage Company and acknowledged to me that he executed the same for the purposes and consideration therein expressed and in the capacity therein designated, and that the said First Mortgage Company of El Paso, Texas, acting by and through him as its Vice President, thereunto duly authorized, executed said instrument for the purposes and consideration therein expressed.

Given under my hand and seal of office, this the 23rd day of May A. D. 1916.

N. H. Jasin
Notary Public in and for
El Paso County, Texas.

CERTIFICATE OF RECORD.

THE STATE OF TEXAS, }
COUNTY OF EL PASO, } I, E. B. McCLINTOCK, County Clerk in and for said County, do hereby certify that the foregoing instrument of writing with its certificate of authentication, was filed for Record in my office, on the 21 day of June A. D., 1916, at 4:30 o'clock P. M. and duly recorded the 26 day of June A. D., 1916, at 11:45 o'clock A. M. in the Deed,

Records of said County, in Volume 294, on page 275
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.

E. B. McCLINTOCK,

Clerk of the County Court, El Paso County, Texas

By [Signature] Deputy.

STATE OF Texas)
COUNTY OF El Paso) ss.

On this... 2nd ... day of... May ..., 1916,
before me personally appeared C. M. Newman, Independent Executor
of the Estate of E. S. Newman, deceased, to me known to be the per-
son described in and who executed the foregoing instrument, and
acknowledged that he executed the same in said capacity as his
free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed
my official seal the day and year in this certificate first above
written.

Chas Bretz

My commission expires _____
_____.

NOTARY PUBLIC IN AND FOR EL PASO COUNTY, TEXAS
MY COMMISSION EXPIRES MAY 31, 1917

CERTIFICATE OF RECORD.

THE STATE OF TEXAS, }
COUNTY OF EL PASO, } I, E. B. McCLINTOCK, County Clerk in and for said County, do hereby
certify that the foregoing instrument of writing with its certificate of authentication, was filed
for Record in my office, on the 21 day of June, A. D., 1916, at 4:30
o'clock P. M. and duly recorded the 26 day of June, A. D., 1916, at
10:48 o'clock A. M., in the Deed,

Records of said County, in Volume 294, on page 275
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.

E. B. McCLINTOCK,
Clerk of the County Court, El Paso County Texas

By [Signature] Deputy.

Wm J. Lawrence

Exd

Wm J. Lawrence

Co

F. J. Pierce

0.187 acre

FILED FOR RECORD

June 27 1912

E. B. McCLINTOCK

County Clerk

E. B. McClintock
Deputy

W. J. Lawrence

NEWMAN INVESTMENT

294573 COMPANY

100 SAN ANTONIO STREET

EL PASO, TEXAS



heirs and assigns, all and singular, the property and premises here-
in last above described, forever free and quit of said vendor's lien
herein referred to, expressly reserving, however, all rights under
the said vendor's lien against all the remaining described land in
said deed of December 21, 1914, in the same manner and effect as if
this release had never been executed.

IN TESTIMONY WHEREOF, we have hereunto subscribed our names
this, the 22nd day of May A. D. 1916.

E. S. Newman
Independent Executor of the Estate of
E. S. Newman, deceased.

attest
W. Edward
Reed

FIRST MORTGAGE COMPANY,

By [Signature]

Vice Pres

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CERTIFICATE OF RECORD.

THE STATE OF TEXAS, }
COUNTY OF EL PASO, } I, E. B. McCLINTOCK, County Clerk in and for said County, do hereby
certify that the foregoing instrument of writing with its certificate of authentication, was filed
for Record in my office, on the 21 day of June A. D., 1916, at 4:30
o'clock P. M., and duly recorded the 26 day of June A. D., 1916, at
10:48 o'clock A. M., in the Deed,
Records of said County, in Volume 294, on page 275
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.

E. B. McCLINTOCK,
Clerk of the County Court, El Paso County Texas

By [Signature]

Deputy.

Project

THIS AGREEMENT, made this 30th day of September

nineteen hundred and fifteen, between F. B. Pierce

and Grace Pierce, his wife, of Yeleta, El Paso

County, Texas, for them selves their heirs, legal representatives, and assigns, hereinafter styled the Vendor, and The United States of America and its assigns by

R. F. Walter, Project Manager of the United States Reclamation Service, thereunto duly authorized by the Secretary of the Interior, pursuant to the act of June 17, 1902 (32 Stat., 388).

WITNESSETH:

1. The vendor in consideration of the benefits to be hereafter derived from the construction of irrigation works through, upon, or in the vicinity of the lands hereinafter described, of the promises and covenants of the United States herein contained, and of the payment to the vendor by the United States of the sum of one (\$1.00) dollar, the receipt whereof is hereby acknowledged, does hereby agree, upon the terms and conditions hereinafter stipulated, to sell and by good and sufficient deed to convey to the United States of America the following-described real estate and property situated in

the county of El Paso State of Texas, to wit:

A tract of land located in Section thirty-five (35) Township thirty-one (31) South, Range six (6) East, and Section two (2) Township thirty-two (32) South, Range six (6) East, more particularly described as follows: Beginning at his Northeast Corner which point is on the West Side of the County Road and from which the Southeast Corner of Section thirty-five (35), Township thirty-one (31) South, Range six (6) East, bears South 890 45' East, twenty-four hundred and thirty-five (2435.0) feet, thence South 60 49' West, five hundred ninety-five (595.0) feet along the West side of the County Road which is also the East line of the said tract, to his Southeast corner. Thence North 830 11' West, thirty (30.0) feet along his South line to Station 45+86 on the proposed center line of the San Elizario Feeder. Thence North 830 11' West, thirty (30.0) feet along his South line. Thence North 60 49' East, five hundred ninety-five (595.0) feet to North line of said tract. Thence South 830 11' East, thirty (30.0) feet along his North line to Station 29+91 on the proposed center line of the San Elizario Feeder. Thence South 830 11' East, thirty (30.0) feet along his North line to the place of beginning and containing eighty-two hundredths (0.82) acre.

76062 Confirmed 7-276

AGREEMENT TO SELL

TO

UNITED STATES.

COUNTY OF ss:

I hereby certify that this instrument was filed for record at my office at 11:42 o'clock A.M., Dec 4 1915, and is duly recorded in Book 259 Page No. 595

By E. B. Clark C. Aranda Deputy

Fees, \$

AFFIDAVIT OF DISINTERESTEDNESS.

STATE OF COUNTY OF ss:

I do solemnly swear (or affirm) that the copy of contract hereto annexed is an exact copy of a contract executed by me, personally, with or 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.

Engineer, U. S. R. S.

Subscribed and sworn to before me at this day of A. D., 191 My commission expires

NOTE.—Execute this affidavit only on the copy for the Returns Office, not on original.

2. ~~In consideration of the premises the vendor further agrees upon receipt of notice that this agreement has been approved by the Director 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.~~

3. 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.

4. And for the same consideration the vendor agrees to execute and deliver, upon demand of the proper officer of the United States at any time within the continuance of this agreement, a good and sufficient deed of warranty conveying to the United States good title to said premises free of lien or incumbrance.

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 such deed 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 Two Hundred and forty-six (246.00) Dollars

dollars, by U. S. Treasury warrant or disbursing 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. It is agreed that the vendor may retain possession of said premises until October 15, 1915, notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crops thereon until October 15, 1915, 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 as above specified, and shall terminate by limitation at the expiration of 24 months from its date, unless extended as above provided, and shall inure to the benefit of and be binding upon the heirs and assigns of the vendor, and also the assigns of the United States.

9. 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 to this agreement have hereunto set their hands the day and year first above written.

Witnesses:

Viron J. Booth F. B. Pierce
of Yelata, Texas and
El Paso, Texas Grace Pierce
of El Paso, Texas
Ivy S. McClelland, R. F. WALTER
of El Paso, Texas. For and on behalf of the United States.
V. De Witt,

Vendor.

STATE OF Texas
COUNTY OF El Paso ss:
I, Dexter R. Mapel, a Notary Public

in and for said county, in the State aforesaid, do hereby certify that F. B. Pierce & Grace Pierce

who are personally known to me to be the persons whose names are subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that they

signed, sealed, and delivered said instrument of writing as their free and voluntary act, for the uses and purposes therein set forth.

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

Given under my hand and official seal, this 30th day of Sept., 1915

[SEAL.]

Dexter R. Mapel

My commission expires May 31, 1917 Notary Public, County of El Paso, Texas

Approved this day of November 24th, 1915.

A. A. Ryan
County Clerk, El Paso

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

El Paso, Texas, October 29, 1915.

Project Manager to the Director (through ~~Supervising Engineer~~ ^{Ch. of Constr.}).

Subject: Forwarding contract for approval.

The contract described below is forwarded herewith for approval:

Date **Sept. 30, 1915,** **Rio Grande** project

Executed by **R. F. Walter, Project Manager,**

With **F. B. Pierce and wife**

Accompanied by bond and one copy. [~~Indicate here "No bond."~~]

Purpose: **Right of way for San Elizario feeder**

U. S. Reclamation Service
RECEIVED
DEC 2 1915
EL PASO, TEXAS.

Advise Project Manager at El Paso, Texas,
(copy to Ch. of Construction at Denver, Colo.)

of the approval of the above, using extra copy or copies hereof.

Estimated amount involved, \$ 246.00 Authority No. _____

Encls. **Orig. contract for auditor**
Copy " " Dir. with Rept. on R. F. Walter.
" " land agreement, and Certificate.
" " Returns off. with offi.
" " of dis..
" " for Ch. of Constr. with rept.
on land ag't and Certificate.

Washington, D. C. NOV 24 1915 191

Approved by **W. A. Ryan, Comptroller**

Date of approval **NOV 24 1915**

Bond, if any (see above), approved by same officer on same date.

Have notary affix seal to vendor's acknowledgement before recording.

Original enclosed for record

W. A. Ryan, Comptroller

INSTRUCTIONS

1. This form is devised to render unnecessary the writing in the Washington office and in the field of various routine letters in reference to contracts.

2. The project or other office where the contract originates will transmit to the Director, through the office of the Supervising Engineer, one copy of this form in excess of the number of offices which are to be advised of approval. For example, in the usual case where the Project Manager and Supervising Engineer are to be advised of approval three copies should be sent to the Director's office.

3. The Supervising Engineer will make proper notation on his copy of the contract, showing the date when the contract is forwarded by him to the Director.

4. Any special matter or information relative to the contract too long to write on the form should be set out in a statement or certificate accompanying the other papers.

5. The Supervising Engineer may, if he desires, indicate that the contract meets with his approval by placing his initials above "Supervising Engineer", near the top of the form.

REPORT ON LAND AGREEMENT

DEPARTMENT OF THE INTERIOR
UNITED STATES RECLAMATION SERVICE

INFORMATION relating to agreement made **Sept. 30,** 191**5**, with
F. B. Pierce and wife

for the purchase of land required for **San Elizario Feeder for irrigation**
purposes, **Rio Grande** Project, **El Paso**
County, **Texas**

1. State description and approximate area of land to be conveyed.

0.82 acre. For description see agreement to sell.

2. State nature, number, and date of entry by which it was acquired under public land laws, also date of final certificate and patent, if such have been issued.

**Located in Ysleta Grant, a Mexican grant made under the laws
of Mexico. Was never a part of the public domain.**

3. State names of the owners, post-office addresses, and county and State of residence. Give names of wives and husbands; if unmarried, widow, or widower, so state.

F. B. Pierce, Ysleta, El Paso County, Texas.

Grace Pierce, " " " " (wife)

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

Owner is in possession. There is no lease.

5. Also state whether land is subject to right of way by virtue of contract with water users' association or other agreement.

**Land is subject to right of way by virtue of stock subscription
contract with El Paso Valley Water Users' Association.**

6. State how much of the land is under cultivation, to what kinds 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 of the land, such as buildings; also the amounts and values of the several classes of land.

0.5 acre is under cultivation, planted to garden truck, value \$750⁰⁰ per acre; 0.32 acre is not cultivated but could be cultivated if house was removed. House on land is worth about \$800.00. General character of all the land is level

7. 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.

1.7 acres are irrigated under water right from Franklin canal; 0.32 acre uncultivated is capable of irrigation, - could be irrigated if house was removed.

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

\$175.00 to \$250.00 per acre.

9. 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.

To build the canal it is necessary to move the house above mentioned, and part of the consideration to be paid is for the damage that will be done the house.

The above is a correct statement of the information procured.

Dated **October 9,** 191**5**
 (Signature) **R..S.. Fessenden,**.....
 (Title) **Asst. Engr.**.....
In Charge of Negotiations.

Approved:

Project Manager.

INSTRUCTIONS.

The proper procedure in making purchases of lands under the Reclamation Act, in pursuance of the various rulings made by the Department of the Interior and the Department of Justice, is substantially as stated below, though, in some cases, deviations may be necessary in certain details. These instructions do not relate to withdrawn public lands to which there is a claim by reason of a settlement or entry made prior to withdrawal; in such cases the agreements for purchases of improvements should be entered into on Form 7-523. See Manual, 1913 Edition, Pages 233-237.

1. As soon as possible after it has been ascertained that the property will be required, the Project Manager should forward to the Director of the Reclamation Service the following papers:

(a) Form 7-276 or 7-277, contract of sale, or memorandum of terms of proposed purchase, together with two copies of the same, one for the Returns Office and the other for the Director. When the land is donated, use Form 7-277.

(b) Affidavit of disinterestedness.

(c) This Form (7-281), report on land agreement.

(d) Certificate that the land is necessary for the purposes authorized by the Reclamation Act and that the consideration agreed upon is reasonable, together with his recommendation that the agreement be approved. This

INSTRUCTIONS.

The proper procedure in making purchases of lands under the Reclamation Act, in pursuance of the various rulings made by the Department of the Interior and the Department of Justice, is substantially as stated below, though, in some cases, deviations may be necessary in certain details. These instructions do not relate to withdrawn public lands to which there is a claim by reason of a settlement or entry made prior to withdrawal; in such cases the agreements for purchases of improvements should be entered into on Form 7-523. See Manual, 1913 Edition, Pages 233-237.

1. As soon as possible after it has been ascertained that the property will be required, the Project Manager should forward to the Director of the Reclamation Service the following papers:

(a) Form 7-276 or 7-277, contract of sale, or memorandum of terms of proposed purchase, together with two copies of the same, one for the Returns Office and the other for the Director. When the land is donated, use Form 7-277.

(b) Affidavit of disinterestedness.

(c) This Form (7-281), report on land agreement.

(d) Certificate that the land is necessary for the purposes authorized by the Reclamation Act and that the consideration agreed upon is reasonable, together with his recommendation that the agreement be approved. This certificate should also contain other valuable information relative to the transaction not given in Form 7-281.

(e) If the tract is described by metes and bounds, this report should be accompanied by a small sketch, with the boundary lines platted, showing all courses and distances and all references to public-land corners. (See Manual, Title, *Lands, Acquisition of*, Pars. 11 and 23, pp. 227 and 231.)

2. When the agreement has been approved, the original will be returned to the Project Manager who will immediately notify the vendor thereof and call upon him, if pursuant to said agreement, to furnish an abstract of title, which shall later be extended to include any instruments subsequently recorded in connection therewith and also the record of the conveyance made in pursuance of said agreement, also to procure and have recorded, where proper for record, all assurances of title and affidavits which may be necessary and proper to show clear, unincumbered title in him. This will fix the date from which time may be counted in favor of the United States for extension of the option as provided in the agreement, in case it be found necessary to do so. If the abstract contains a large number of entries it should be indexed, and if the title to a canal system is involved the abstract should be accompanied by maps showing said system and the lands affected thereby. The abstract, certificates, maps, contract, possessory certificate, and form of deed which it is proposed to execute, referred to in next paragraph, should be submitted to the United States Attorney for the district. For form of possessory certificate see also Par. 20, of the Title, *Lands, Acquisition of*, in the Manual.

3. The ordinary form of warranty deed, or its equivalent, in general use will be acceptable to the Department, only one material change being required, viz., the insertion of the italicized words in the clause to the following effect usually found in such deeds: "For and in consideration of . . . dollars to him in hand paid *in pursuance of the provisions of the act of June 17, 1902 (32 Stat., 388)*, by the said party of the second part," etc. The grantee or second party must be the United States, and the words "heirs, executors, administrators, successors," etc., when referring to the second party, should be stricken out, and the sentence should read "the party of the second part and its assigns." One copy of the proposed form of deed should be retained by the Project Manager, to be executed by the vendor after the title has been found acceptable. A quitclaim deed will be acceptable in case title in fee is not vested in the vendor.

4. When forwarding the title papers to the United States Attorney the engineer should request that, if apparently in satisfactory form and sufficient, they be forwarded to the Assistant Attorney General for the Interior Department, with his opinion thereon, otherwise that they be returned, pointing out the defects and indicating how they may be remedied.

5. The Project Manager will notify the Director as soon as the abstract and form of deed have been forwarded to the Assistant Attorney General.

6. The Assistant Attorney General will render an opinion upon the title, and thereupon all the papers will be returned to the Project Manager for action in pursuance of the findings of the opinion. After the title has been found satisfactory, the deed should be executed and recorded and the abstract extended to cover record of same, and also to cover payment of taxes, etc., pronounced by the Assistant Attorney General to be liens against the estate. Payment may then be made to the grantor by the local fiscal agent, provided no further defects are revealed by the extension of the abstract, or the papers may be forwarded to the Director for payment by Treasury warrant. In the former case the voucher covering payment should be accompanied by the contract, abstract of title, deed, and official copy of opinion. In case the title is found to be imperfect, the papers will be returned for the necessary corrections, and the abstract should then be brought up to date and again submitted through the United States Attorney for re-examination.

7. In the case of a desert-land entry, when the approval has been given of the purchase of the possessory rights of an entryman, the certificate of the recorder of land titles in the county where the land is situated should be obtained, showing that he has searched the records of his office, and stating whether any instrument of conveyance, assignment or mortgage of the right obtained by the entry referred to there appears.

REPORT ON LAND AGREEMENT.

For purposes.

. project

Sec. T. R. M.

Belonging to

.

County of

State of

Submitted by

Date 191

8. In the case of land covered by a homestead or desert-land entry where an entire legal subdivision is involved a relinquishment to the United States is sufficient, and a certificate should be obtained from the register and receiver of the local land office showing that the entry was valid and subsisting at the time of the relinquishment, and that it had been relinquished and cancelled on the records of the land office. This certificate should accompany the voucher of the special fiscal agent in lieu of the deed or relinquishment, which will be retained in the local land office. Where less than a legal subdivision is to be acquired, which cannot be described in the ordinary way (by quarters and halves), the method outlined under (b) and (e), paragraph 38, page 236 of the Manual should be followed.
9. In the public-land States improvements by entrymen are generally regarded as personal property, subject to taxation, and before paying for land to be acquired by relinquishment the certificate of the officer having charge of the tax records in the county should be obtained showing the condition of the property in respect to levy and payment of taxes for the years since the entry.
10. This Form (7-281) may be used as far as it is applicable in making a report of negotiations not concluded, all necessary additional information being given under heading No. 9, when for any reason it is advisable that the matter be further considered by the Project Manager before final agreement. In this case it should be noted conspicuously on the first page and in the brief on back that it is a report of pending negotiations.
11. The person engaged in right of way negotiations or in negotiations for the purchase of lands will make monthly reports to the Project Manager of the particular project, to be forwarded to the Director at Washington, D. C.
12. An agreement of sale may be made with any person owning the land in his own right, or with a trustee under a power in a deed, or with a person holding a power of attorney from the owner authorizing him to do so, or with an executor under a power in a will. A certified copy of the evidence of authority must accompany the papers.
13. The husband and wife must join in the agreement except where the local laws or the conditions under which the property is held do not require it. It is better, however, to obtain in every case the signatures of both husband and wife. The agreement must state whether the vendor is married or single, a widow or widower.
14. An administrator or an executor without a power to sell in the will has no authority to make a contract for the sale or conveyance of land or of a right of way thereon. In case of the death of the owner without a will, the real estate descends to the heirs; if he dies leaving a will, the real estate goes to the devisees, subject in both cases to the payment of debts of the decedent. The heirs or devisees must all join in the agreement.
15. Neither the guardian of a minor nor the guardian of an insane person has a right to contract to sell or convey the real estate of his ward without special authority from the proper court.
16. Before negotiations for the purchase of any tract are begun, it is important to learn whether the land has been offered for sale, and at what time and price; also what price the present owner paid for the land.
17. Special conditions and limitations may be added, when necessary, to the printed forms of contracts in reference to possession of premises, growing of crops, etc., pending final conveyance, but these conditions should be avoided as far as possible, and the time limit of the contract should be fixed with reference to these matters. Ample time should be given in the contract for the preparation of an abstract of title and for consideration of the same by the officials at Washington, D. C. In this connection, see also Manual, Par. 12, Page 227.
18. For a general discussion of this subject see pages 96 to 100 of Water-Supply Paper No. 93.

El Paso, Texas, July 6, 1916.

El Paso Title Company,

4th Floor, Two Republics Life Bldg.,
City.

Gentlemen:

There is enclosed herewith for extension to date, abstract of title 20096 covering .82 of an acre sought to be acquired from F. B. Pierce and wife.

Since the closing certificate in the abstract dated March 25, 1916, there have been placed of record a release of vendor's lien, Newman et al. to Pierce, a deed from Pierce to C. J. Maple, and a deed from Maple to the United States.

Please return the abstract with as little delay as possible.

Very truly yours,

John J. Buck,

Asst. District Counsel.

El Paso, Texas, June 21, 1916.

County Clerk, El Paso County,
El Paso, Texas.

Dear Sir:

Enclosed please find the following papers for recording
in the records of El Paso County:

Partial release of vendor's lien, C. M. Newman, Independent Executor of the Estate of E. S. Newman, deceased, and First Mortgage Company to F.B. Pierce, dated May 22, 1916;

Warranty deed dated June 1, 1916, from F. B. Pierce and wife to C. J. Mapel; for 0.82 of an acre of land;

Warranty deed dated June 1, 1916, from C. J. Mapel and wife to the United States for 0.82 of an acre of land.

Very truly yours,

P. W. Dent,

District Counsel.

3 Encls.

*Chg. Mapel with recording deed Pierce to
him, and with Release of F.L.*

El Paso, Texas, June 21, 1916.

Mr. C. J. Mapel,
C/o Newman Investment Company,
City.

Dear Sir:

Receipt is acknowledged of your letter of June 20,
also the enclosures transmitted therewith.

The two deeds and release of vendor's lien have been sent to the County Clerk to be recorded. I want to call your attention, however, to one thing which may delay payment and that is that the Government does not recognize assignments of contracts. I wrote you to this effect on February 7 and the matter has been called to your attention in one or two letters since that date. The deed from Pierce to you and your deed to the United States with request that the consideration be paid to you amounts to an assignment of contract which may not be approved by our Auditor.

However, I will endeavor ^{to} consummate the transaction as you desire, but if the matter is held up such delay cannot be attributed to this office.

Very truly yours,

P. W. Dent,

District Counsel.

CHARLES M. NEWMAN

CHARLES J. MAPEL

NEWMAN INVESTMENT COMPANY

REAL ESTATE AND INSURANCE BROKERS

EL PASO, TEXAS

Office of District Counsel,
United States Reclamation Service,
Mills Building, El Paso, Texas.

June 20th
1916

Gentlemen:

Attention Mr. P. W. Dent

Re: F. B. Pierce, Right-of-Way.

We hand you herewith affidavit as to homestead of E. S. Newman, Release of Lien, Warranty Deed F. B. Pierce and wife to C. J. Mapel, Warranty Deed C. J. Mapel and wife to United States of America, all in connection with right-of-way over 82/100ths acre of land formerly owned by F. B. Pierce. Consideration to be paid by the United States Government to C. J. Mapel for this conveyance is \$246.00.

We would request that you record the instruments which you require in connection with this matter and charge us for recording fees for which we are liable and that you arrange to have the remittance in payment thereof forwarded as promptly as possible.

It is our understanding that this will close the Pierce transaction.

The Saurenmann deeds have not yet been presented.

Yours very truly,

Newman Investment Company,

By

C. J. Mapel

CJM

Affidavit.

STATE OF TEXAS)
) ss.
COUNTY OF EL PASO)

Before me, C. W. Bretz....., a notary public in and for said county, state of Texas, on this day personally appeared C. M. Newman and C. J. Mapel to me well known, and each for himself and not for the other, after being duly sworn, deposes and says that the tract of land conveyed by them on July 24, 1915, by quit claim deed to C. M. Newman, Independent Executor of the Estate of E. S. Newman, deceased, which deed is recorded in Book 280, Page 176 of the Deed Records of El Paso County, Texas, to which reference is made for a description of the land, was not occupied as a home-
stead.

C. M. Newman

C. J. Mapel

Subscribed and sworn to before me this ^{22d}.....day
of May....., A. D., 1916.

(Seal)

C. W. Bretz

Notary Public, El Paso Co., Tex.

My commission expires May 31, 1917.

NEWMAN INVESTMENT COMPANY
REAL ESTATE AND INSURANCE BROKERS
EL PASO, TEXAS

Mr. P. W. Dent, District Counsel
Department of the Interior,
Mills Building, El Paso, Texas.

May 30th
1916

Dear Sir:

wrong
We have for acknowledgment yours of the 25th enclosing Quit Claim deed to be executed by F. B. Pearce and Grace Pearce, his wife.

wrong
I note in your letter that you suggest that a release of the present lien be placed of record, as well as Pearce's deed to the Government prior to the issuance of the check in payment of this land. While we understand the Government desires to have a perfectly clear title, still it is not customary to record partial releases until the payment of the money has been made to the lien holders.

wrong
You state that the voucher will be made out to Pearce, and that it will be up to us to secure Pearce's endorsement. While we have no doubt but that Pearce will endorse his voucher properly, still if he should not do so, or should refuse to do so, the lien holders would have relinquished part of their lien and receive no consideration therefor. It seems to us that the best manner in which to handle this matter would be to hold all the papers executed, or, if you prefer to place same in escrow in the First National Bank and when the check in payment is received and Pearce has endorsed the same then the instruments may be filed for record and properly placed in the abstract.

Awaiting your further advices in this matter, we beg to remain

Yours very truly,

Newman Investment Company,

By

C. J. Mapel

CJM

El Paso, Texas, May 25, 1916.

Mr. C. J. Mapel,
C/o Newman Investment Company,
City.

Dear Sir:

Receipt is acknowledged of your letter of May 24.

You did not send me the executed affidavit as requested in my letter of May 20. Please forward this, as it is necessary that such an affidavit be filed permanently with the title papers. It is not necessary to record this affidavit.

There is enclosed herewith for execution and acknowledgment by F. B. Pierce and Grace Pierce, his wife, deed from them to the United States for the 0.82 of an acre of land which Pierce agreed to sell and convey to the Government in contract dated Sept. 30, 1915. When this deed has been properly executed and acknowledged please forward the same to this office, and upon receipt it will be recorded and the abstract of title extended to include such deed and the partial release of vendor's lien which you should see to it is recorded by that time in the records of El Paso county.

Upon receipt of the extended abstract from the abstract company showing the aforesaid deed and partial release of vendor's lien, and provided there are no new liens or incumbrances of record adversely affecting the land, a voucher will be prepared and sent to Pierce for his signature and that of his wife, and upon

return of this voucher the same with all papers bearing on the purchase, together with the order from Pierce dated February 8, 1916, requesting that the check in payment be delivered to the Newman Investment Company, will be transmitted to Denver where payment will be made. As stated in my letter of February 7, 1916, the check when issued will be payable to Pierce and his wife, but pursuant to the order above noted will be sent to the Newman Investment Company and you can then on receipt get Pierce and his wife to endorse the check over to you.

Three certificates of ~~the~~ tax collector as to taxes on the three strips of land under contract of purchase with Pierce, Saurenmann and Newman, were duly received and filed with the three abstracts to which they relate. Upon receipt of the opinion of our Examiner of abstracts on the title to Saurenmann and Newman strips I will inform you what further is necessary in order to consummate these two purchases.

P. W. Dent.

Enc.

1-3
EHP
Los Angeles, Calif.
May 6, 1916.

From District Counsel in Charge of Titles
To District Counsel, El Paso, Texas.
Subject: Opinion on title in matter of land purchase from
F. B. Pierce and wife for canal purposes--Rio
Grande Project--Texas-New Mexico.

1. I have examined the opinion of Assistant District
Dounsel John J. Buck in connection with the abstract and
other papers transmitted therewith relative to the title of
F. B. Pierce to 0.82 of an acre of land lying in a strip
60 feet wide and 595 feet long in Section 35, T. 31 S., R. 6
E. and Section 2, T. 32 S., R. 6 E., all N. M. P. M., to be
purchased from said Pierce in pursuance of his agreement of
September 30, 1915, to convey the same to the United States
for a consideration of \$246,

2. The opinion finds good title in F. B. Pierce and
wife on the date when the abstract closed subject to taxes
for the year 1912, to a vendors lien noted on Pages 24 and 25
of the abstract and also vendors lien noted on Pages 28 and 29.

3. The strip of land to be conveyed appears to be
taken off of the easterly side of the parcel of land originally
conveyed by the Town of Ysleta, Texas, to J. G. or I. G.
Hillzinger. This tract with others, was conveyed to John R.
Hughes who subsequently obtained a confirmatory deed from the

county commissioners embracing a large tract of land which apparently includes the land in question, (Abstract Page 12). After consideration, I am of opinion that Hughes' title should be accepted.

4. By deed abstracted at page 15, Hughes conveys this tract to E. S. Newman. E. S. Newman (Abstract page 19) conveyed the property in question to D. W. Bowers and Mattie Ann Bowers, husband and wife.

5. While the title was in said Bowers and wife, E. S. Newman died, leaving a will disposing of his property and naming his son Charles M. Newman as independent executor with power to reduce his estate to possession and after payment of debts to divide the same. There were three legatees named under the will, to-wit: his daughter Myra N. Mapel, wife of C. J. Mapel, his granddaughter Fanny Mapel, daughter of Myra N. Mapel and his son, Charles M. Newman. Charles M. Newman, as independent executor of the estate of E. S. Newman, deceased, on December 21, 1914, by warranty deed conveyed to F. B. Pierce a tract of land containing 8.87 of an acre situated in the NE corner of the Hughes tract and being a part of the tract conveyed to D. W. Bowers and wife.

6. Later by quitclaim deed of July 24, 1915, Charles M. Newman and C. J. Mapel without the joinder of their wives, quitclaimed to C. M. Newman, independent executor of the estate of E. S. Newman, deceased, the tract of land theretofore

conveyed by C. M. Newman, independent executor of the estate of S. S. Newman, deceased to P. B. Pierce. C. M. Newman and C. J. Mapel had previously obtained title to this tract of land from D. V. Bowers and wife. I am of opinion that the effect of these transfers was to vest good title in P. B. Pierce.

7. Certain unimportant defects noted in the description of property conveyed in the course of title and slight variation in names may be disregarded as unimportant and passed without comment.

8. It is suggested that the possessory certificate be amended so as to include land in Section 2, T. 32 S., R. 16 E. as well as in Section 35. The description in the deed should also be amended so as to refer to the tract conveyed by deed abstracted at page 24; otherwise there would be nothing to connect the land conveyed with the land abstracted.

9. Upon examination of the abstract and other papers I find and certify that on March 25, 1916, date when the abstract closed good title was shown in P. B. Pierce to the tract of land containing 8.87 of an acre described in the deed abstracted at page 28 subject to the following conditions.

(A) In view of the fact that no wife joins in the deed conveying the title from C. M. Newman and C. J. Mapel (abstract No. 27), an affidavit or certificate should be furnished showing that the premises were ^{not} at that time occupied as a homestead or if so, that the homestead has subsequently been abandoned by said grantors, or the then occupants.

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(b) A vendors lien reserved in deed abstracted at page 28 securing five notes aggregating \$1,932.50 in favor of C. M. Newman, independent executor, four of which have been transferred (page 30 of the abstract) to the first mortgage company. The vendors lien referred to in the opinion of the Asst. District Counsel as reserved in deed at page 24 of the abstract does not appear to have been reserved by the deed although such reservation is made in the notes. The deed expressly waives the lien.

(c) Taxes for the year 1912 noted on page 45 of the abstract.

10. After the above liens and objections have been removed to your satisfaction the agreement of sale may be consummated by accepting a deed in the form transmitted with the papers from F. B. Pierce and wife after the description has been amended to agree with this opinion and placing said deed of record, provided no changes have taken place in the condition of the title adversely affecting the interest of the vender subsequent to the date when the abstract closed. The abstract should then be continued to include the deed to the United States.

11. After title has vested in the United States free of incumbrance the consideration may be paid in the usual manner, the fiscal agent transmitting with his voucher the papers required by the Reclamation Manual. If deemed advisable

a sufficient amount may be reserved from the purchase price to protect the interests of the United States until the liens mentioned in this opinion have been discharged when the amount retained may be paid to the vendor.

E. H. Peery,

Encls.

1. Opinion of Asst. Dist. Counsel.
2. Agreement of sale.
3. Form of deed.
4. Possessory certificate.
5. Abstract No. 20096 of the
El Paso Title Company.

El Paso, Texas, April 18, 1916.

From Asst. Dist. Counsel

To Dist. Counsel in Chg. of Titles, E. H. Peery, Phoenix, Ariz.

Subject: Opinion and title papers, land purchase from F. B. Pierce and wife under contract of Sept. 30, 1915, Rio Grande project.

1. I have examined the abstract of title and related papers in connection with the acquisition by the United States from F. B. Pierce and wife of a strip of land embracing 0.82 of an acre situate in Sec. 35, T. 31 S., R. 6 E., El Paso county, Texas, needed as right of way for the San Elizario feeder, Rio Grande project.

2. On page 2 of the abstract there is abstracted patent 393 dated May 28, 1873, issued by the state of Texas to the inhabitants of the town of Ysleta for what is known as the Ysleta Town Grant, the said patent having been issued in pursuance of the provisions of an act of the legislature of Texas approved February 1, 1854, which authorized the issuance of patent.

3. On pages 5 to 8 are abstracted various conveyances which, in view of the court decree later issued, are passed over.

4. On April 15, 1896, the Commissioners' Court of El Paso county as the successor of the corporation of the city of Ysleta, issued quit claim deed to John R. Hughes for 3 strips of land embracing $2 \frac{3}{8}$ ths acres situated within the said Ysleta

Town Grant (pp. 9, 10).

5. A few years later the same court on July 23, 1909, issued to the said John R. Hughes quit claim deed for two tracts of land, one comprising 60.86 acres and the other 6.04 acres, on the showing made by Hughes that possession had been maintained by himself and those under whom he claimed for more than 70 years, that said land was originally composed of several small tracts the deeds from the town of Yeleta to parts of which had been lost or destroyed, and that the deeds to other parts had been defectively drafted, acknowledged or recorded (pp. 12, 13 and 14).

6. By warranty deed dated Sept. 22, 1909, the said John R. Hughes conveyed to E. S. Newman the two said tracts of 60.86 acres and 6.04 acres, retaining a lien for a portion of the purchase price (pp. 15, 16), which lien was released on November 6, 1911 (pp. 17, 18).

7. By warranty deed dated December 12, 1911, the said E. S. Newman conveyed to D. W. Bowers and Mattie Ann Bowers the northerly portion of the aforesaid 66.9 acres amounting to 36.9 acres and included in which is the 0.82 of an acre it is desired to acquire. Newman retained a lien for a part of the purchase price amounting to \$4,050.00 which was released on July 20, 1915 (pp. 19, 22). This deed states the land conveyed is in the Socorro Grant and also in the city of El Paso. This is no doubt a mistake, as the land is in the Yeleta Town Grant.

8. On pages 20, 21 and 22 are abstracted certain proceed-

ings in connection with the death and probate of the will of E. S. Newman. All his debts were paid and the estate was found to be fully administered, as evidenced by the order of court on page 23 discharging C. H. Newman, the executor.

9. By warranty deed dated January 1, 1914, D. W. Bowers and Mattie Ann Bowers re-conveyed to C. H. Newman and C. J. Mapel, husband of one of the heirs of E. S. Newman, the said 36.9 acres which had been conveyed to them on December 12, 1911, by E. S. Newman, since deceased. \$4,000.00 in cash was paid by Newman and Mapel and the balance secured by 4 notes, all bearing 8% interest and the usual 10% attorney's fee clause, and each retaining a vendor's lien to secure payment of principal, interest and attorney's fees. The deed, however, recites in another place that no vendor's lien is reserved. To remove all doubt as to the existence of such a lien it is believed that a formal release or discharge should be secured (pp. 24, 25).

10. On page 26 is abstracted an affidavit showing that C. H. Newman and Myra Newman Mapel, wife of C. J. Mapel, are the only heirs of E. S. Newman and his wife, Fannie H. Newman, both deceased.

11. Under date of July 24, 1915, C. H. Newman and C. J. Mapel quitclaimed to C. H. Newman, independent executor of the estate of E. S. Newman, what might be taken to be the whole 36.9 acre tract which was conveyed to the said C. H. Newman and C. J. Mapel by D. W. Bowers and wife on January 1, 1914, as the deed recites that it is "intended to quit claim all of the land deeded by D. W.

Bowers and Mattie Ann Bowers to C. M. Newman and C. J. Mapel under deed dated Jan. 1, 1914 * * *. It appears, however, from the description of the land in the deed of July 24, 1915, that but 16.9 acres of the aforesaid tract of 36.9 acres was quitclaimed. Within said 16.9 acres, however, is the 0.82 of an acre sought to be acquired (p. 27).

12. By warranty deed bearing date of December 21, 1914, the said C. M. Newman, independent executor of the estate of E. S. Newman, deceased, conveyed to F. B. Pierce 8.87 acres of land within the aforesaid 16.9 acre tract and within this 8.87 acre tract is the 0.82 acre under consideration. Pierce paid \$285.00 in cash and the balance, \$1,932.50, was secured by 5 promissory notes delivered by Pierce, one for \$300.00 due one year after date, one for \$300.00 due in two years after date, one for \$300.00 due 3 years after date, another for \$516.25 due 4 years after date, and another for \$516.25 due 5 years after date, all bearing 8% interest, the usual 10% attorney's fee clause, and each note retaining a vendor's lien to secure the principal, interest and attorney's fees (pp. 28, 29).

13. On July 17, 1915, the said C. M. Newman, independent executor of the estate of E. S. Newman, deceased, transferred to the First Mortgage Company all of the aforesaid notes delivered to him by the said F. B. Pierce, except the one for \$300.00 maturing on December 21, 1915. By the terms of this assignment, the said

four notes were made prior to the note due December 21, 1915, and a prior lien was given the mortgage company (pp. 30, 31).

14. At pages 33 to 35 is abstracted the agreement of purchase dated Sept. 30, 1915, by the terms of which the said F. B. Pierce and wife obligated themselves to sell and convey to the United States free of liens or incumbrances, the said strip of land comprising 0.82 of an acre.

15. The contract dated June 26, 1905, between the Secretary of the Interior and the Elephant Butte and El Paso Valley Water Users' Associations, and the validating act of the legislature of Texas approved June 3, 1915, both of which were gone into in connection with the title to other land in the same grant as the strip of 0.82 acre, are abstracted at pages 36 to 44.

16. Subject to the payment of taxes for 1912 (p. 45), the release of record of any lien that might be reserved in the deed of January 1, 1914 (pp. 24, 25), as well as the release or discharge of record of the vendor's lien retained in the deed of December 21, 1914 (pp. 28, 29), the larger part of which was assigned (pp. 30, 31), it is believed that good title was vested in the vendors, F. B. Pierce and wife, on March 25, 1916, the date the abstract closed, and that when said taxes have been paid and the two liens referred to released, the proposed form of deed enclosed may be executed and will vest good title to the 0.82 of an acre in the United States, provided no other liens or incumbrances appear of record subsequent to March 25, 1916.

17. Two plats, which will serve to identify the 0.62 acre strip, are made a part of the abstract (pp.3, 4).

John J. Buck.

5 Enclosures:

Copy of this letter;
abstract of title;
prepared form of deed;
possessory certificate;
original agreement to sell dated Sept. 30, 1915.

Possessory Certificate.

I, John J. Buck, certify that I have personally examined the land sought to be acquired by the United States from K. B. Pierce and wife in Sec. 2, T. 32 S., R. 6 E., N.M.P.M., and Sec. 35, T. 31 S., R. 6 E., El Paso County, Texas, for the Rio Grande project, pursuant to contract dated Sept. 30, 1915, and that the said proposed grantors were in actual, sole and exclusive possession of the land proposed to be conveyed, claiming to be the owners and no person claiming a right in such land adverse to the grantors is in possession of any part of it.

John J. Buck,

Asst. Dist. Counsel, U.S.R.S.

El Paso, Texas, April 12, 1916.

CERTIFICATE OF STATE AND COUNTY TAX.

I, Will I. Watson 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:

0.82 acres in Ysleta, El Paso County, Texas, being part of the Hughes tract; being out of 10-6/10 acres conveyed by the Town of Ysleta to J.G.Hilzinger, March 21, 1882; by J.G.Hilzinger and wife to John R. Hughes, July 15th, 1895, by Hughes to E.S.Newman, Sept. 22, 1909; by Newman to D.W.Bowers, Dec. 12, 1911; by Bowers to C.M.Newman and C.J. Mapel Jan. 1, 1914; by them to E.S.Newman Est. July 24, 1914; 8.87 acres out of said tract conveyed to F.B.Pierce, Dec. 21, 1914, said 0.82 acres being out of the Pierce Tract.

Save the taxes 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 \$ _____

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

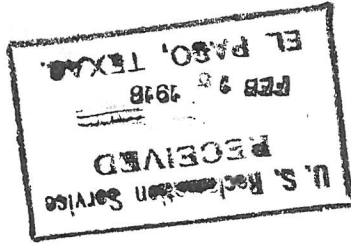
GUARANTEED

~~The above described land is out of a 36 acre tract as assessed to the Newman Investment Co. and all taxes up to and including 1915 are paid.~~

Witness my hand this the 16th day of March A.D. 1916.

WILL I. WATSON
County Tax Collector
Chambers
Deputy.

Pierce



El Paso, Texas Feb. 8th, 1916

Reclamation Service,
Mills Building,
El Paso, Texas.

Gentlemen:

This will be your authority to deliver to the Newman Investment Company any and all checks or payments due me account of sale of right-of-way or other contracts made in connection with the land standing in my name in Ysleta Grant, El Paso County.

Yours very truly,

F. B. Pierce

File with Pierce contract

DEC 31 1915

Ysleta, Texas.

December 30, 1915.

This agreement entered into this 30th. day of December, between United States Reclamation Service and F. B. Pierce and Wife, whereby the U. S. R. S. moves house now on Right of Way, purchased of said C. E. Pierce and Wife by the U. S. R. S. for San Elizario Feeder :

All money expended by the U. S. R. S. in moving said house, to be deducted from purchase price of Right of Way.

Signed F. B. Pierce & Wife.

by Grace Pierce
wife

Signed U. S. R. S.

by Jessenden

Ans in Mexico

No deduction

El Paso, Texas, December 3, 1915.

The County Recorder,
El Paso, Texas.

Dear Sir:

There are transmitted herewith the following agreements to sell between the below mentioned parties and the United States, with the request that agreements be recorded and returned to this office. An extra blueprint on thin paper accompanies each agreement for your use:

Benigno Alderete	August 27, 1915
← F. B. Pierce and wife	Sept. 30, "
T. Guerra	August 31, "
J. G. Saurenmann and wife	October 11, "
Eugene Fox	August 30, "
F. G. Candelaria and wife	" 27, "

Very truly yours,

P. W. Dent E

District Counsel.

encs 6

El Paso, Texas, December 2, 1915.

Mr. F. B. Pierce,
Ysleta, Texas.

Dear Sir:

You are respectfully advised that agreement with yourself and wife dated September 30, 1915, in connection with the proposed transfer to the United States of certain land for right of way for the San Elizario Feeder Canal, Rio Grande Project, was approved by W. A. Ryan, Comptroller, U. S. Reclamation Service, under date of November 24, 1915.

Further action in the premises will be taken as soon as this office can secure and examine the abstract of title covering the land in question.

Very truly yours,

P. W. Dent H
District Counsel.

I hereby certify that the land and property described in attached agreement dated Sept. 30, 1915, with F. B. Pierce and wife are necessary for purposes authorized by the Reclamation Act, viz., for right of way for the San Elizario, Rio Grande project, New Mexico-Texas. In my opinion the consideration agreed upon is reasonable and I recommend that the agreement to sell be approved.

R. F. WALTER

Project Manager.

El Paso, Texas, October 27 1915.