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DYKES, J. C., et. ux., Gertie QUITCLAIM DEED WEST DRAIN NO. 32

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0023-0041-0038-00  
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28-(38)

2780

QUITCLAIM DEED

THIS INDENTURE, made the 13<sup>th</sup> day of September, in the year of our Lord, one thousand nine hundred and thirty-seven, between J.C. Dykes and  
Gertie Dykes, his wife  
part ies of the first part, and the United States of America, party of the second part, in pursuance of the provisions of the act of June 17, 1902 (32 Stat. 368), and acts amendatory thereof and supplementary thereto.

WITNESSETH: That the part ies of the first part, for and in consideration of the allowance of credits in the sum of Two hundred three & 20/100 Dollars (\$ 203.00 ) upon the construction charge assessments of the Elephant Butte Irrigation District against lands of the said part ies of the first part, pursuant to contract of December 20, 1929, between the said District and the United States, do by these premises demise, release, and forever quitclaim unto the said party of the second part, and to its successors and assigns, all that certain lot, piece, or parcel of land situated in the County of Dona Ana, and State of New Mexico, and bounded and particularly described as follows, to wit:

A tract of land lying and situate in Dona Ana County, New Mexico, and in the Southeast quarter (SE $\frac{1}{4}$ ) Southwest quarter (SW $\frac{1}{4}$ ) Section eight (8) and the Northeast quarter (NE $\frac{1}{4}$ ) Northwest quarter (NW $\frac{1}{4}$ ) Section seventeen (17), Township twenty-seven (27) South, Range three (3) East, N.M.P.M., Bureau of Reclamation Survey, being also within the Refugio Colony Grant and tract numbered 1921, as shown on Dona Ana County, New Mexico Plat Book; more particularly described as follows:

Beginning at a point on the southeasterly property line of the land of the grantors and from which point the Northwest Corner Section seventeen (17), Township twenty-seven (27) South, Range three (3) East, N.M.P.M., bears North eighty-two degrees (82°) thirty-one minutes (31') forty seconds (40") West, one thousand nine hundred fifty-three and eight tenths (1953.8) feet; thence North nine degrees (9°) nineteen minutes (19') West, one thousand two hundred eighty-eight and nine tenths (1288.9) feet, to a point on the north property line of the land of the grantors; thence North eighty-nine degrees (89°) forty-eight minutes (48') East along said north property line, one hundred thirty-one and six tenths (131.6) feet to a point from which the Southeast Corner Section eight (8), Township twenty-seven (27) South, Range three (3) East, N.M.P.M., bears South seventy-three degrees (73°) forty-four minutes (44') thirty-two seconds (32") East, three thousand five hundred seventy-five and no tenths (3575.0) feet; thence South nine degrees (9°) nineteen minutes (19') East, seven hundred thirty and eight tenths (730.8) feet to a point on the easterly property line of the land of the grantors; thence along said easterly property line, South eighty-two degrees (82°) no minutes (00') West, seventy-five and seven tenths (75.7) feet and South nine degrees (9°) ten minutes (10') East, five hundred nine and six tenths (509.6) feet to a point on the southeasterly property line of the land of the grantors; thence South fifty-one degrees (51°) forty-two minutes (42') West along said southeasterly property line sixty and six tenths (60.6) feet to the place of beginning. Said tract containing two and nine tenths (2.9) acres, more or less. All as shown on plat attached hereto and made a part hereof.

together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

To Have and to Hold, all and singular the said premises, together with all the appurtenances, unto the said party of the second part, and unto its successors and assigns, forever.

IN WITNESS WHEREOF, The said part ies of the first part have hereunto set their hands and seals the day and year first above written.

Signed, sealed, and delivered in the presence of—

X J. C. Dykes [L. S.]

X Gertie Dykes [L. S.]

[L. S.]



STATE OF NEW MEXICO }  
COUNTY ON DONA ANA } ss:

On this 13<sup>th</sup> day of September, 1937, before me personally appeared J. C. Dykes & Bertha Dykes, his wife to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their 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.

My commission expires My Commission Expires April 7, 1940 [Signature] Notary Public in and for Dona Ana County.

### PARTIAL RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS, That the undersigned owner(s) and holder(s) of that certain [Mortgage or other lien] dated                     , 19      , and recorded at Page       , Book       , Records of Dona Ana County, New Mexico, have released and do hereby release the said [Mortgage or other lien] insofar as the same pertains to the parcel or tract of land described in the above and foregoing quitclaim deed, and authorize said lien to be released and satisfied of record to that extent, provided, however, that said [Mortgage or other lien] shall in all other respects remain in full force and effect.

WITNESS (my, our) hand(s) and seal(s) this        day of       , 19      

STATE OF NEW MEXICO }  
COUNTY OF DONA ANA } ss:

On this        day of       , 19      , before me appeared        to me personally known, who being by me duly sworn did say that he is the [Such as president or other officer] of [Here describe the corporation] and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its board of directors and said        acknowledges said instrument to be the free act and deed of said corporation.

My commission expires        [Signature] Notary Public in and for Dona Ana County.

STATE OF NEW MEXICO }  
COUNTY OF DONA ANA } ss:

On this        day of       , 19      , before me personally appeared        to me known to be the person described in and who executed the foregoing [Quitclaim deed or partial release of lien] and acknowledged that        executed the same as        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.

My commission expires        [Signature] Notary Public in and for Dona Ana County.

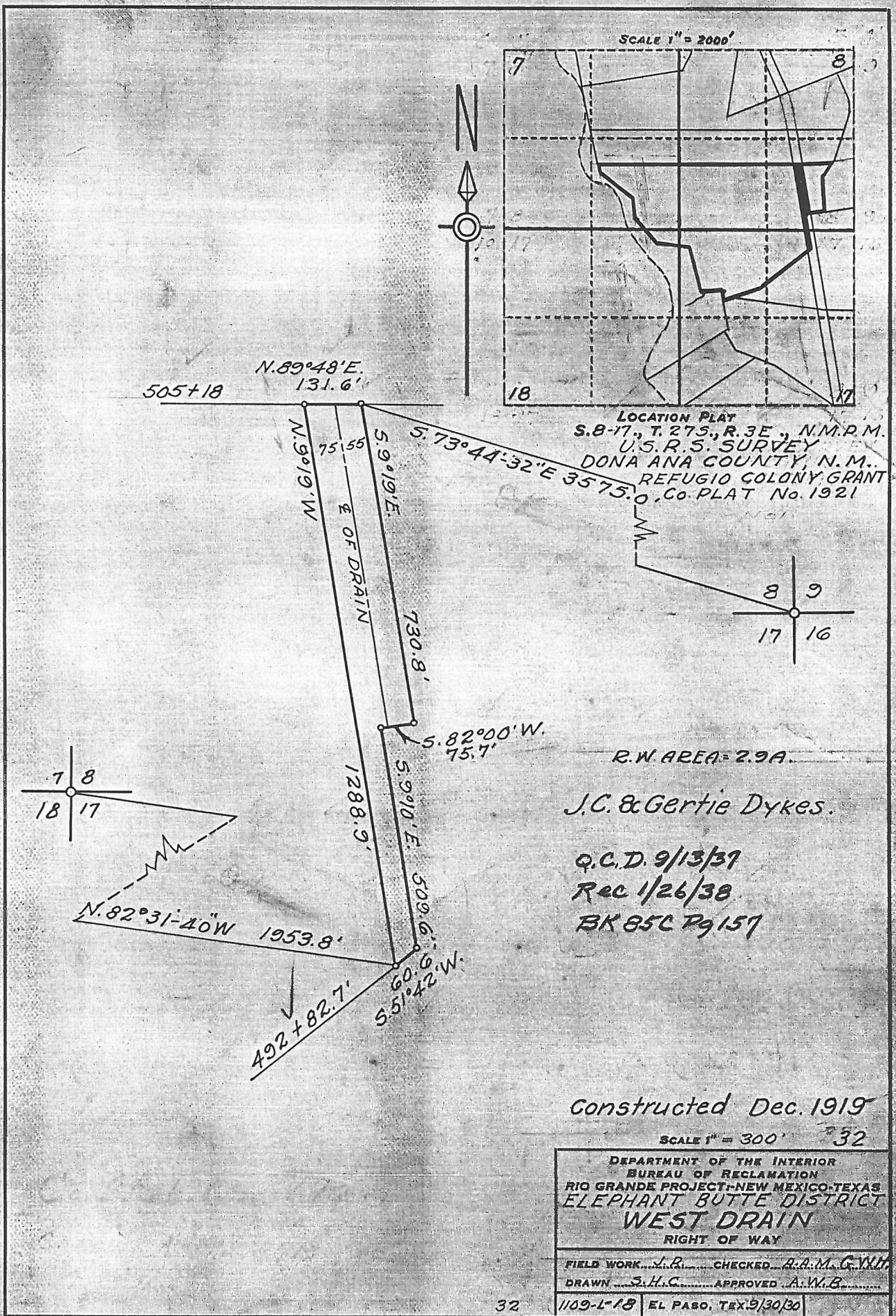
STATE OF NEW MEXICO }  
COUNTY OF DONA ANA } ss:

I hereby certify that this instrument was filed for record on the        day of        A. D. 19      , at        o'clock,        m., and duly recorded in Book       , Page       , of the Records of Deeds and Mortgages of said County.

       County Clerk and Ex-officio Recorder.

       Deputy.







TRANSFER CASE  
430.-

DEPARTMENT OF THE INTERIOR

RIO GRANDE

Bureau of Reclamation

El Paso, Texas Jan. 19, 1938

From Superintendent

To District Counsel

Subject: Acquisition of land utilized for drains - Deed under contract dated December 20, 1929, between the Elephant Butte Irrigation District and the United States - Rio Grande Project.

1. For your consideration, there is transmitted herewith, deed dated Sept. 13, 1937, from J. C. Dykes and Gertie Dykes conveying 2.90 acres of land, in Sec.s 8 & 17, Range 3 E Dona Ana County, Plat No. x32, Right of Way Plat No. 32 West Drain, together with certificate of officials of the Elephant Butte Irrigation District dated December 9, 1937, under the provisions of contract dated December 20, 1929, between said District and the United States.

Correct as to  
Engineering Data

[Signature]  
Superintendent

To Superintendent

El Paso, Texas. JAN 20 1938

The above described deed appears on its face to be in satisfactory form and to be properly executed. The certificate of the officials of the Elephant Butte Irrigation District as to title is properly executed and based thereon, in accordance with the provisions of the above mentioned contract, the deed and certificate are approved as to form and legal sufficiency and the deed may be recorded and the original thereof transmitted to the Washington office in the usual manner and credit may be extended to the District in the amount stated in said certificate in accordance with provisions of the above mentioned contract.

[Signature]  
District Counsel

To the Commissioner

El Paso, Texas. FEB 21 1938

The deed above described has been accepted and recorded. The original executed deed and certificate are transmitted herewith to the Washington office for filing.

[Signature]  
Superintendent

CC - Chief Engineer  
with enclosure.



Co. Plat No. \_\_\_\_\_

E. &amp; W. Plat No. \_\_\_\_\_

West \_\_\_\_\_ Drain \_\_\_\_\_

Plat No. 32

## ELEPHANT BUTTE IRRIGATION DISTRICT

Las Cruces, New Mexico

December 9, 1937

CERTIFICATE TO ACCOMPANY QUIT CLAIM DEED

1. Reference is made to the accompanying quit claim deed from  
J. C. Dykes & Gertie Dykes \_\_\_\_\_ conveying 2.90  
acres of land in Section 8, 17 \_\_\_\_\_ Township 27 S \_\_\_\_\_ Range 3 E \_\_\_\_\_  
The UNITED STATES for drain right of way, and on account of which the  
District has fixed credit on assessments to be allowed the said grantor  
in the total sum of \$ 203.00 \_\_\_\_\_ of which amount a credit  
of \$ \_\_\_\_\_ has already been allowed by the  
District to the said landowner on assessments for the year \_\_\_\_\_  
pursuant to contract between the District and the United States dated  
December 20, 1929 \_\_\_\_\_.

2. It is certified from investigation made, that the grantor(s)  
named in the said deed appear(s) to be the owner(s) and in possession  
of the land described in said deed and that said land was at the time  
of said conveyance free from tax liens and other recorded liens and  
encumbrances.

ELEPHANT BUTTE IRRIGATION DISTRICT

By Arthur H. Carr  
President.

ATTEST:

Joseph Lucet  
Secretary.  
(SEAL)