

30
SOTOMAYOR, CARMEN M., et. vir., Leo QUITCLAIM DEED WEST DRAIN NO. 36 (240)

0623-0061-0035-00

67809

QUITCLAIM DEED

THIS INDENTURE, made the tenth day of January, in the year of our Lord, one thousand nine hundred and forty, between Carmen M. Sotomayor and Leo Sotomayor, her husband parties 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 parties of the first part, for and in consideration of the allowance of credits in the sum of Thirty-nine and 20/100 Dollars (\$39.20) upon the construction charge assessments of the Elephant Butte Irrigation District against lands of the said parties 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 Northwest quarter (NW¹/₄) Section eight (8) 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 1917 as shown on Dona Ana County, New Mexico, Plat Book; more particularly described as follows:

Beginning at a point on the northerly property line of the land of the grantors and from which point the Northwest Corner Section eight (8), Township twenty-seven (27) South, Range three (3) East, N.M.P.M., bears North twenty-seven degrees (27°) fifty-one minutes (51') West, one thousand three hundred forty-four and four tenths (1344.4) feet; thence North eighty-two degrees (82°) nineteen minutes (19') East along said northerly property line thirty-one and eight tenths (31.8) feet to a point, said point being the Northeast Corner of the land of the grantors; thence South twenty-two degrees (22°) twenty-eight minutes (28') East along the easterly line of the land of the grantors, one thousand five hundred twenty-nine and seven tenths (1529.7) feet to a point; thence South sixty-eight degrees (68°) forty-seven minutes (47') West, one and two tenths (1.2) feet to a point from which the Southwest Corner Section eight (8), Township twenty-seven (27) South, Range three (3) East, N.M.P.M., bears South twenty-four degrees (24°) fifty-three minutes (53') West, two thousand nine hundred fifty-five and two tenths (2955.2) feet; thence North twenty-three degrees (23°) thirty-four minutes (34') West, one thousand five hundred thirty-eight and no tenths (1538.0) feet to the place of beginning. Said tract containing fifty-six hundredths (0.56) 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 parties 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

Carmen M. Sotomayor (L.S.)
Leo Sotomayor (L.S.)

STATE OF NEW MEXICO)
COUNTY OF DONA ANA) ss

On this 10th day of January, 1940, before me personally appeared Carmen M. Sotomayor and Leo Sotomayor, her husband 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.
(SEAL)

N. B. Phillips

Notary Public in and for Dona Ana County

My commission expires April 7, 1940

Correct as to Engr. Data. GWH

THIS INSTRUMENT WAS FILED FOR RECORD IN THE PUBLIC RECORDS OF THE COUNTY OF EL PASO, TEXAS, ON THE 23RD DAY OF FEBRUARY, 1940

(SEAL)

EL PASO COTTON INDUSTRIES, INC.
By E. B. Henley, Vice-President

STATE OF TEXAS

COUNTY OF EL PASO) ss

On this 23rd day of February, 1940, before me appeared E. B. Henley to me personally known, who being by me duly sworn did say that he is the Vice-President of El Paso Cotton Industries, Inc. 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 E. B. Henley acknowledges said instrument to be the free act and deed of said corporation.

(SEAL)

My commission expires
May 31, 1941

Eleanor Schuller
Notary Public in and for Dona Ana County

PARTIAL RELEASE OF REAL ESTATE MORTGAGE

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, the Federal Land Bank of Wichita, Wichita, Kansas, a corporation, (hereinafter referred to as the Bank) does hereby release and discharge the following described real estate situated in Dona Ana County, State of New Mexico, to wit: A tract of land lying and situate in the Northwest Quarter (NW $\frac{1}{4}$) of Section Eight (8), Township Twenty-seven (27) South, Range Three (3) East of the New Mexico Principal Meridian, Bureau of Reclamation Survey; being also within the Refugio Colony Grant and tract numbered 1917 as shown on Dona Ana County, New Mexico, Plat Book; more particularly described as follows: Beginning at a point on the northerly property line of the land of the grantors and from which point the Northwest Corner Section eight (8), Township twenty-seven (27) South, Range three (3) East, New Mexico Principal Meridian, bears North twenty-seven degrees (27°) fifty-one (51') minutes West, one thousand three hundred forty-four and four tenths (1344.4) feet; thence North eighty-two degrees (82°) nineteen minutes (19') East along said northerly property line thirty-one and eight tenths (31.8) feet to a point, said point being the Northeast Corner of the land of the grantors; thence South twenty-two degrees (22°) twenty-eight minutes (28') East along the easterly line of the land of the grantors, one thousand five hundred twenty-nine and seven tenths (1529.7) feet to a point; thence South sixty-eight degrees (68°) forty-seven minutes (47') West, one and two tenths (1.2) feet to a point from which the Southwest Corner Section eight (8), Township twenty-seven (27) South, Range three (3) East, New Mexico Principal Meridian, bears South twenty-four degrees (24°) fifty-three minutes (53') West, two thousand nine hundred fifty-five and two tenths (2955.2) feet; thence North twenty-three degrees (23°) thirty-four minutes (34') West, one thousand five hundred thirty-eight and no tenths (1538.0) feet to the place of beginning. Said tract containing fifty-six hundredths (0.56) acres, more or less. All as shown on plat attached hereto and made a part hereof. (Effective only as to security above-described. See limitations below.)

from the lien of that certain real estate mortgage dated the 1st day of January, 1935, executed by Rafael Maya and Maria Benton Maya, his wife, as mortgagor(s), in favor of the Bank, as mortgagee, which said mortgage is recorded in Book 52, at page 577, of the mortgage records of said County. Provided, however, and it is expressly agreed and understood, that the lien of said mortgage is hereby retained upon all of the other property covered thereby, not specifically described herein; and that the execution of this partial release shall not affect, in any manner, the validity or priority of said mortgage as a lien upon such other property.

WITNES the signature of the Bank, signed by its duly authorized officers and its corporate seal hereon impressed this 19th day of March, 1940.

THE FEDERAL LAND BANK OF WICHITA, Wichita, Kansas,
a corporation.

(SEAL) ATTEST:

By - C. R. Kurt

Vice-President

J. A. Carrico

Assistant Secretary

ACKNOWLEDGMENT

STATE OF KANSAS)
COUNTY OF SEDGWICK) ss

Before me, the undersigned, a Notary Public in and for said County and State, on this 19th day of March, 1940, personally appeared C. R. Kurt to me personally known and known to me to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice-President, and he being by me duly sworn did say that he is such officer and that the seal affixed to said instrument is the corporate seal of said corporation and that the same was signed and sealed in behalf of said corporation by authority of its board of directors, and he acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes set forth and specified therein.

WITNESS my hand and seal the day and year last above written.

(SEAL

Bethry Porter

Notary Public

My commission expires November 23, 1940

PARTIAL RELEASE OF REAL ESTATE MORTGAGE

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, the Federal Farm Mortgage Corporation, a corporation (hereinafter referred to as the Corporation), and the Land Bank Commissioner, with offices in the City of Wichita, Kansas, acting pursuant to Part 3 of the Emergency Farm Mortgage Act of 1933, as amended (hereinafter referred to as the Commissioner), do hereby release and discharge the following described real estate situated in Dona Ana County, State of New Mexico, to with a tract of land lying and situate in the Northwest Quarter (NW₄) of Section Eight (8), Township Twenty-seven (27) South, Range Three (3) East of the New Mexico Principal Meridian, Bureau of Reclamation Survey; being also within the Refugio Colony Grant and tract numbered 1917 as shown on Dona Ana County, New Mexico, Plat Book; more particularly described as follows: Beginning at a point on the northerly property line of the land of the grantors and from which point the Northwest Corner Section eight (8), Township twenty-seven (27) South, Range three (3) East, New Mexico Principal Meridian, bears North twenty-seven degrees (27°) fifty-one minutes (51') West, one thousand three hundred forty-four and four tenths (1344.4) feet; thence North eighty-two degrees (82°) nineteen minutes (19') East along said northerly property line thirty-one and eight tenths (31.8) feet to a point, said point being the Northeast Corner of the land of the grantors; thence South twenty-two degrees (22°) twenty-eight minutes (28') East along the easterly line of the land of the grantors, one thousand five hundred twenty-nine and seven tenths (1529.7) feet to a point; thence South sixty-eight degrees (68°) forty-seven minutes (47') West, one and two tenths (1.2) feet to a point from which the southwest corner Section eight (8), Township twenty-seven (27) South, Range three (3) East, New Mexico Principal Meridian, bears South twenty-four degrees (24°) fifty-three minutes (53') West, two thousand nine hundred fifty-five and two tenths (2955.2) feet; thence north twenty-three degrees (23°) thirty-four minutes (34') West, one thousand five hundred thirty-eight and no tenths (1538.0) feet to the place of beginning. Said tract containing fifty-six hundredths (0.56) acres, more or less. All as shown on plat attached hereto and made a part hereof.

(Effective only as to security above-described. See limitations below.)

from the lien of that certain real estate mortgage dated the 1st day of January, 1935 executed by Rafael Maya and Maria Benton Maya, his wife, as mortgagor(s), in favor of the Commissioner, as mortgagee, which said mortgage is recorded in Book 52 at Page 587, of the mortgage records of said County. Provided, however, and it is expressly agreed and understood, that the lien of said mortgage is hereby retained upon all of the other property covered thereby, not specifically described herein; and that the execution of this partial release shall not affect in any manner the validity or priority of said mortgage as a lien upon such other property.

WITNESS the signatures of the Corporation and the Commissioner by The Federal Land Bank of Wichita, Wichita, Kansas, a corporation, their Agent and attorney in Fact (under and by virtue of that certain Power of Attorney which is recorded in Book 13 Misc. at Page 535, of the records of said County), signed by the duly authorized officers of said Bank and its corporate seal hereon impressed this 19th day of March 1940.

Land Bank Commissioner, acting pursuant to Part 3 of the Emergency Farm Mortgage Act of 1933, as amended, to the foregoing instrument; and he, being by me duly sworn, did say that he is such officer, and that the seal affixed to such instrument is the corporate seal of said Bank, and that the same was signed and sealed in behalf of said Bank, as Agent and Attorney-in-Fact for said Corporation and said Commissioner, and was signed in behalf of said Corporation and said Commissioner by said Bank, as Agent and Attorney-in-Fact therefor, all by authority of the Board of Directors of said Bank; and he acknowledged to me that the foregoing instrument was executed by him, as his free and voluntary act and deed and as the several free and voluntary acts and deeds of said Bank (as Agent and Attorney-in-Fact), said Corporation and said Commissioner, all for the uses and purposes set forth and specified therein.

Witness my hand and seal, the day and year last above written.

(SEAL)

Bethry Porter
Notary Public

My commission expires November 23, 1940

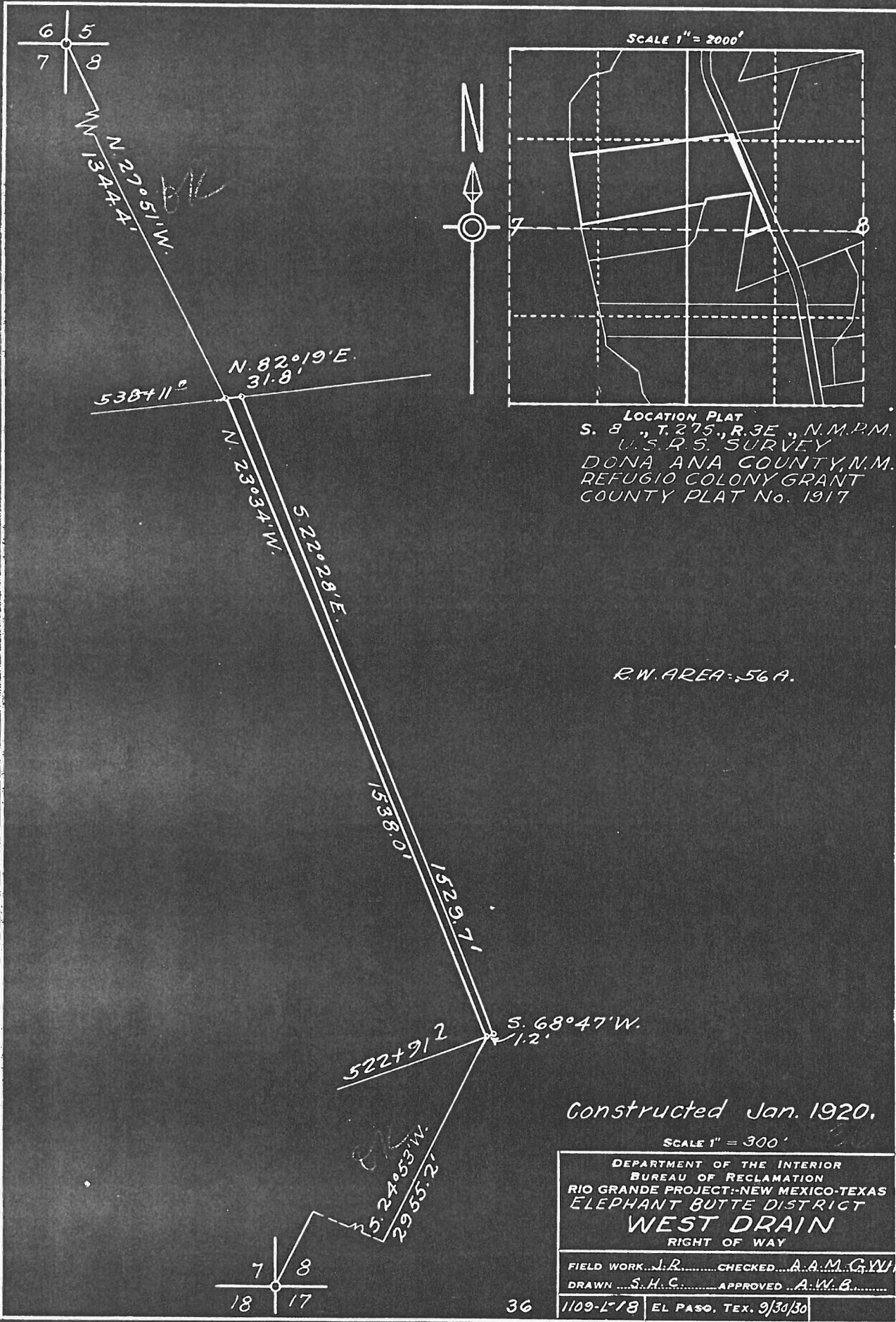
STATE OF NEW MEXICO)

COUNTY OF DONA ANA) SS

I hereby certify that this instrument was filed for record on the 13 day of April A.D. 19 40, at 10:10 o'clock, a m., and duly recorded in Book 85-D, Page 222, of the Records of Deeds and Mortgages of said County.

S. L. Apodaca
County Clerk and Ex-officio Recorder.

A. L. Apodaca
Deputy



6 5
7 8

N 27° 51' W.
1344.4'

N 82° 19' E
31.8'

N 23° 34' W.
522° 28' E.

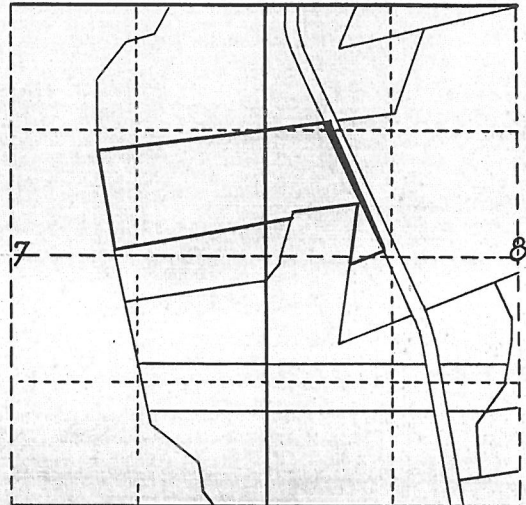
1538.0'
1529.7'

522+91.1
S. 68° 47' W.
1.2'

N 24° 53' W.
2955.2'

7 8
18 17

SCALE 1" = 2000'



LOCATION PLAT
S. 8 " T. 275., R. 3E., N.M.P.M.
U.S.R.S. SURVEY
DONA ANA COUNTY, N.M.
REFUGIO COLONY GRANT
COUNTY PLAT No. 1917

Q.C.D. 1/10/40
Rec. 4/13/40
BK 85D-Pg 222

Carmen M. Sotomayor

R.W. AREA = .56 A.

Dup

Constructed Jan. 1920.

SCALE 1" = 300'

36

DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
RIO GRANDE PROJECT-NEW MEXICO-TEXAS
ELEPHANT BUTTE DISTRICT
WEST DRAIN
RIGHT OF WAY

FIELD WORK J.R. CHECKED A.A.M.G.W.H.
DRAWN S.H.C. APPROVED A.W.B.

36

1109-L-18 EL PASO, TEX. 9/30/30

DEPARTMENT OF THE INTERIOR

Bureau of Reclamation

El Paso, Texas April 3, 1940

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 January 10 1940, from Carmen M. Sotomayor and Leo Sotomayor conveying 0.56 acres of land in Sec. 8 Twp. 27 S, Range 5 E Dona Ana County, Plat No 1917, Right of Way Plat No. 36, West Drain, together with certificate of officials of the Elephant Butte Irrigation District dated March 22, 1940, 19 , under the provisions of contract dated December 20, 1929, between said District and the United States.

L R Flock

Superintendent

To Superintendent

El Paso, Texas APR 8 1940

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.

H. J. S. Devries

District Counsel

To the Commissioner

El Paso, Texas OCT 29 1940

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

L. R. Flock

Superintendent

cc- Chief Engineer
with enclosure

ELEPHANT BUTTE IRRIGATION DISTRICT

Las Cruces, New Mexico

March 22, 1940CERTIFICATE TO ACCOMPANY QUIT CLAIM DEED

1. Reference is made to the accompanying quit claim deed from Carmen H. Sotomayor and Leo Sotomayor conveying 0.34 acres of land in Section 8, Township 27 S, Range 3 E, to 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 \$ 39.20, 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 Starr
President

ATTEST:

Joseph L. Lucero
Secretary
(SEAL)

ELEPHANT BUTTE IRRIGATION DISTRICT

Las Cruces, New Mexico

March 22, 1940CERTIFICATE TO ACCOMPANY QUIT CLAIM DEED

1. Reference is made to the accompanying quit claim deed from Carmen M. Sotomayor and Leo Sotomayor conveying 0.54 acres of land in Section 8, Township 27 S, Range 3 E, to 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 \$ 39.20, 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, 1939.

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 Starr
President

ATTEST:

Joel R. Lucas
Secretary
(SEAL)

430-



430-

RIO GRANDE

TRANSFER OF LANDS

ACQUISITION OF LANDS

SOTOMAYOR, CARLEN M. AND
SOTOMAYOR, LEO

430-

TRANSFER

1000

430.-

DEPARTMENT OF THE INTERIOR
Bureau of Reclamation

RIO GRANDE

El Paso, Texas April 3, 1940

TRANSFER CASE

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 January 10 19 40, from Carmen M. Sotomayor and Leo Sotomayor conveying 0.56 acres of land in Sec. 8 Twp. 27 S, Range 3 E, Dona Ana County, Plat No. 1917, Right of Way Plat No. 36, West Drain, together with certificate of officials of the Elephant Butte Irrigation District dated March 22, 1940, 19, under the provisions of contract dated December 20, 1929, between said District and the United States.

[Signature]
Superintendent

To Superintendent

El Paso, Texas APR 8 1940

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 OCT 29 1940

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

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 parties 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—

Carmen M. Sotomayor [L. S.]
Leo Sotomayor [L. S.]
[L. S.]

ELEPHANT BUTTE IRRIGATION DISTRICT

Las Cruces, New Mexico

March 22, 1940

CERTIFICATE TO ACCOMPANY QUIT CLAIM DEED

1. Reference is made to the accompanying quit claim deed from
Carmen M. Sotomayor and Leo Sotomayor
 conveying 0.56 acres of land in Section 8, Township 27 S,
 Range 3 E, to 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 \$ 39.20,
 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 Starr
 President

ATTEST:

Joel Lucas
 Secretary

(SEAL)

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 party Leo 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—

Carmen M. Sotomayor [L. S.]
Leo Sotomayor [L. S.]
 _____ [L. S.]

QUITCLAIM DEED

THIS INDENTURE, made the tenth day of January, in the year of our Lord, one thousand nine hundred and ~~four~~ forty, between Carmen M. Sotomayor and Leo Sotomayor, her husband

part 1CS 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 1CS of the first part, for and in consideration of the allowance of credits in the sum of Thirty nine and 20/100 Dollars (\$39.20) upon the construction charge assessments of the Elephant Butte Irrigation District against lands of the said part 1CS 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 North-west quarter (NW $\frac{1}{4}$) Section eight (8), 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 1917 as shown on Dona Ana County, New Mexico, Plat Book; more particularly described as follows:

Beginning at a point on the northerly property line of the land of the grantors and from which point the Northwest Corner Section eight (8), Township twenty-seven (27) South, Range three (3) East, N.M.P.M., bears North twenty-seven degrees (27°) fifty-one minutes (51') West, one thousand three hundred forty-four and four tenths (1344.4) feet; thence North eighty-two degrees (82°) nineteen minutes (19') East along said northerly property line ^{east} thirty-one and eight tenths (31.8) feet to a point, said point being the North ~~west~~ Corner of the land of the grantors; thence South twenty-two degrees (22°) twenty-eight minutes (28') East along the easterly line of the land of the grantors, one thousand five hundred twenty-nine and seven tenths (1529.7) feet to a point; thence South sixty-eight degrees (68°) forty-seven minutes (47') West, one and two tenths (1.2) feet to a point from which the South-west Corner Section eight (8), Township twenty-seven (27) South, Range three (3) East, N.M.P.M., bears South twenty-four degrees (24°) fifty-three minutes (53') West, two thousand nine hundred fifty-five and two tenths (2955.2) feet; thence North twenty-three degrees (23°) thirty-four minutes (34') West, one thousand five hundred thirty-eight and no tenths (1538.0) feet to the place of beginning. Said tract containing fifty-six hundredths (0.56) acres, more or less. All as shown on plat attached hereto and made a part hereof.

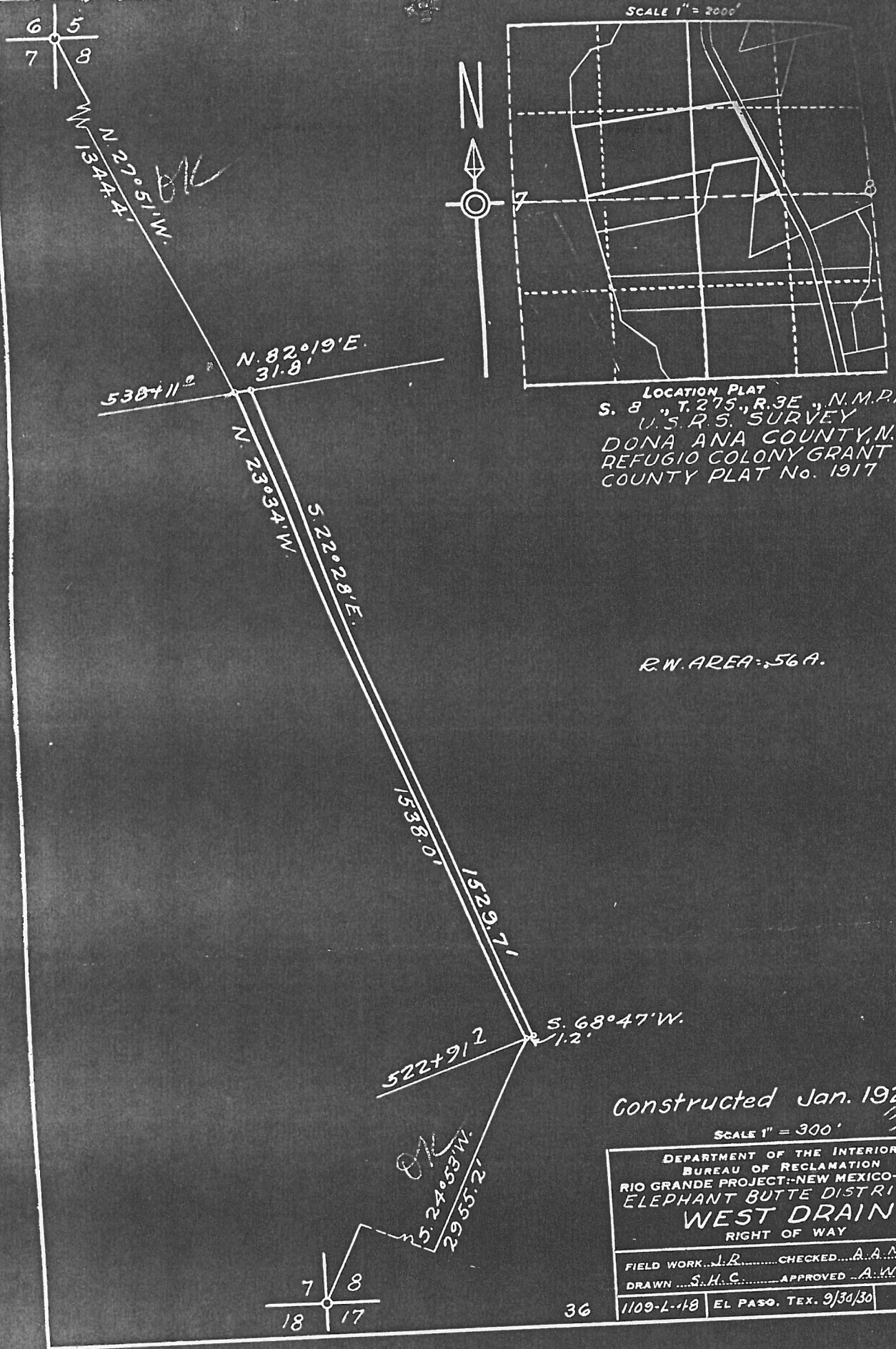
together with all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof.

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 1CS 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—

Carmen M. Sotomayor [L. S.]
Leo Sotomayor [L. S.]
[L. S.]



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.

Notary Public in and for Dona Ana County.

My commission expires _____

STATE OF NEW MEXICO } ss:
COUNTY OF DONA ANA

I hereby certify that this instrument was filed for record on the APR 13 1940 day of _____, A. D. 19____, at 10 40 o'clock, A m., and duly recorded in Book _____, Page _____, of the Records of Deeds and Mortgages of said County.

S. H. C.
COUNTY CLERK
County Clerk and Ex-officio Recorder.
A. L. Apodaca
Deputy.

24278

~~24278~~

No.
Reception Recorded Compared In
State of New Mexico, County of Dona Ana: ss
Filed for record in my office

APR 13 1940

at 10⁴⁰ o'clock AM and duly Recorded in
Book No. 85-0 Page 222
Records of Dona Ana County, New Mexico
S. L. A. F. O. U. T. C. L. E. K. B. O. O. C. O., N. M.
By G. L. A. Deputy

to me known to be the person 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.

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

My commission expires My Commission Expires April 7, 1940

PARTIAL RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS, That the undersigned owner(s) and holder(s) of that certain (Mortgage)
mortgage dated 2-2, 1939, and recorded at Page 605, Book 57,
mortgage Records of Dona Ana County, New Mexico, has s released and
do es hereby release the said mortgage 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 satis-
fied of record to that extent, provided, however, that said mortgage shall in all other
respects remain in full force and effect.

X
My (our) hand(s) and seal(s) this 23rd day of February, 1940
[Signature] EL PASO COTTON INDUSTRIES, INC.

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

On this 10th day of January, 1940, before me personally appeared Carmen M. Sotomayer and Leo Sotomayer, her husband
to me known to be the person^s 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.

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

My commission expires My Commission Expires April 7, 1940

PARTIAL RELEASE OF LIEN

KNOW ALL MEN BY THESE PRESENTS, That the undersigned owner(s) and holder(s) of that certain mortgage dated 2-2, 1939, and recorded at Page 605, Book 57,
mortgage Records of Dona Ana County, New Mexico, has released and
does hereby release the said mortgage insofar as the same pertains to the parcel
(Mortgage or other lien)
or tract of land described in the above and foregoing quitclaim deed, and authorize said lien to be released and satis-
fied of record to that extent, provided, however, that said mortgage shall in all other
(Mortgage or other lien)
respects remain in full force and effect.

WITNESS (my, our) hand(s) and seal(s) this 23rd day of February, 1940
EL PASO COTTON INDUSTRIES, INC.
BY [Signature] Vice-President

STATE OF NEW MEXICO }
COUNTY OF EL PASO } ss:
~~DONA ANA~~

On this 23rd day of February, 1940, before me appeared E. B. HENLEY
to me personally known, who being by me duly sworn did say that he is the Vice-President
of El Paso Cotton Industries, Inc
(Such as president or other officer)
(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 E. B. HENLEY
acknowledges said instrument to be the free act and deed of said corporation.

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

My commission expires May 31, 1941

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 _____
and acknowledged that _____ executed the same as _____ free act and deed.
(Quitclaim deed or partial release of lien)

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 _____

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 APR 13 1940 day of _____
A. D. 19____, at 10⁴⁰ o'clock, A m., and duly recorded in Book _____, Page _____, of the
Records of Deeds and Mortgages of said County.

[Signature]
COUNTY CLERK
County Clerk and Ex-officio Recorder.
[Signature]
Deputy.

PARTIAL RELEASE OF REAL ESTATE MORTGAGE

For and in consideration of the sum of One Dollar (\$1.00) and other valuable consideration, the receipt whereof is hereby acknowledged, the Federal Land Bank of Wichita, Wichita, Kansas, a corporation, (hereinafter referred to as the Bank) does

hereby release and discharge the following described real estate situated in Dona Ana County, State

of New Mexico, to-wit: A tract of land lying and situate in the Northwest Quarter (NW¹) of Section Eight (8), Township Twenty-seven (27) South, Range Three (3) East of the New Mexico Principal Meridian, Bureau of Reclamation Survey; being also within the Refugio Colony Grant and tract numbered 1917 as shown on Dona Ana County, New Mexico, Plat Book; more particularly described as follows: Beginning at a point on the northerly property line of the land of the grantors and from which point the Northwest Corner Section eight (8), Township twenty-seven (27) South, Range three (3) East, New Mexico Principal Meridian, bears North twenty-seven degrees (27°) fifty-one (51') minutes West, one thousand three hundred forty-four and four tenths (1344.4) feet; thence North eighty-two degrees (82°) nineteen minutes (19') East along said northerly property line thirty-one and eight tenths (31.8) feet to a point, said point being the Northeast Corner of the land of the grantors; thence South twenty-two degrees (22°) twenty-eight minutes (28') East along the easterly line of the land of the grantors, one thousand five hundred twenty-nine and seven tenths (1529.7) feet to a point; thence South sixty-eight degrees (68°) forty-seven minutes (47') West, one and two tenths (1.2) feet to a point from which the Southwest Corner Section eight (8), Township twenty-seven (27) South, Range three (3) East, New Mexico Principal Meridian, bears South twenty-four degrees (24°) fifty-three minutes (53') West, two thousand nine hundred fifty-five and two tenths (2955.2) feet; thence North twenty-three degrees (23°) thirty-four minutes (34') West, one thousand five hundred thirty-eight and no tenths (1538.0) feet to the place of beginning. Said tract containing fifty-six hundredths (0.56) acres, more or less. All as shown on plat attached hereto and made a part hereof. (Effective only as to security above-described. See limitations below.)

from the lien of that certain real estate mortgage dated the 1st day of January, 19 35,
executed by Rafael Maya and Maria Benton Maya, his wife,

as mortgagor(s), in favor of the Bank, as mortgagee, which said mortgage is recorded in Book 52 at Page 577, of the mortgage records of said County. Provided, however, and it is expressly agreed and understood, that the lien of said mortgage is hereby retained upon all of the other property covered thereby, not specifically described herein; and that the execution of this partial release shall not affect, in any manner, the validity or priority of said mortgage as a lien upon such other property.

WITNESS the signature of the Bank, signed by its duly authorized officers and its corporate seal hereon impressed this

19th day of March, 19 40.

THE FEDERAL LAND BANK OF WICHITA, Wichita, Kansas,
a corporation.

By C. R. Kurt Vice-President.

ATTEST:

J. A. Carrico Assistant Secretary.

ACKNOWLEDGMENT

STATE OF KANSAS }
COUNTY OF SEDGWICK } ss.

Before me, the undersigned, a Notary Public in and for said County and State, on this 19th day

of March, 19 40, personally appeared C. R. Kurt,
to me personally known and known to me to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its Vice-President, and he being by me duly sworn did say that he is such officer and that the seal affixed to said instrument is the corporate seal of said corporation and that the same was signed and sealed in behalf of said corporation by authority of its board of directors, and he acknowledged to me that he executed the same as his free and voluntary act and deed, and as the free and voluntary act and deed of such corporation, for the uses and purposes set forth and specified therein.

WITNESS my hand and seal the day and year last above written.

Gethry Oster
Notary Public.

My Commission expires:

November 23, 1940