

780

COKER, J. M., et. ux., Bertha

WARRANTY DEED

Y-251 LATERAL

253

0023-0081 - 0009-20

15-(9) Texas

7

THE STATE OF TEXAS, }  
COUNTY OF EL PASO.

KNOW ALL MEN BY THESE PRESENTS:

That we, **J. H. Coker and Bertha Coker, his wife**

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

**Two hundred seventy-six and no/100 (\$276.00) - - - - - DOLLARS,**

to **us** in hand paid by **The United States of America** pursuant to the act of Congress of **June 17, 1908 (32 Stat., 388)** and acts amendatory thereof or supplementary thereto

the receipt of which is hereby acknowledged

has **we** Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said

**The United States of America**

of ~~the County of El Paso, State of Texas, in consideration of the sum of~~ **all that certain tract or parcel of land, lying in the County of El Paso and State of Texas and more particularly described as follows, to-wit:**

**A tract of land approximately 3 miles northwest from Clint, Texas, in the SE 1/4 NE 1/4 of Section 21, SW 1/4 and SE 1/4 of Section 22, Township 32 South, Range 7 East, U. S. Reclamation Service survey and more particularly described as follows: Beginning at the southwest corner of the tract of land herein described which is a point on the northeasterly right of way line of the North Loop Road, from which point the Northwest corner of the land of the Grantor bears North 48°46' West 25.32 feet and the Northeast corner of said Section 21 bears North 6°44' East 1,783.66 feet; thence along the northeasterly right of way line of said North Loop Road, North 48°46' West 25.32 feet to the Northwest corner of land of the Grantor; thence along the property line between land of the Grantor and Jose Maria Trovencio, North 81°20' East 209.77 feet; North 79°11' East 1,062.89 feet; South 76°19' East, 47.4 feet; South 69°12' East 296.60 feet; South 80°22' East 142.4 feet North 74°18' East 73.5 feet and North 45°55' East 592.24 feet to a point on the southwesterly right of way line of the Mean Drain; thence along said right of way line, South 29°25' East 47.47 feet to a point from which the Northwest corner of said Sec. 22 bears North 57°45'30" West 2,359.77 feet; thence South 44°39' West 552.41 feet; thence to the right along a 225.99 feet radius curve a distance of 262.94 feet on the arc; thence North 68°41' West 315.69 feet; thence to the left along a 251.48 feet radius curve, a distance of 135.26 feet; thence South 80°30' West 115.28 feet; thence North 10°11' West 20.0 feet; thence South 79°08' West 62.34 feet; thence South 38°54' West, 6.58 feet to the point of beginning, said tract of land containing one and seventy-four hundredths (1.74) acres, more or less.**

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

**The United States of America, its**

**successors or 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

**The United States of America, its**

**successors or assigns**, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

WITNESS our hand at **El Paso, Texas** this **20th** day of **July**, A. D. 19**20**.

Witnesses at Request of Grantor  
50-cent U.S. I.R. Stamp affixed  
and cancelled.

**BERTHA COKER**

**J H COKER**

THE STATE OF TEXAS }

COUNTY OF EL PASO.

BEFORE ME,

Geo W Hoadley

a Notary Public

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

personally appeared

J M Coker

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 20th day of July A. D. 1920

My com exp June 1 1921

Geo W HOADLEY

Notary Public.

THE STATE OF TEXAS }

COUNTY OF EL PASO.

Before me, Edgar D Brown

a Notary Public

in and for

El Paso County, Texas, on this day personally appeared

Bertha Coker

wife of

J M Coker

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 Bertha Coker 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 20th day of July A. D. 1920

My com exp June 1 1921

Notary Public El Paso Co Tex.

THE STATE OF TEXAS }

COUNTY OF EL PASO.

I W D Greet

Clerk of the County,

Court of said County, do hereby certify that the above instrument of writing, dated on the 20th day of July, A. D. 1920, with its certificate of authentication, was filed for record in my office this 1st day of September, A. D. 1920, at 3:40 o'clock P. M and duly recorded the 4th day of September, A. D. 1920, at 11:50 o'clock A. M in the records of said County, in Volume 369 on Pages 182.

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

W D GREET

Clerk County Court, El Paso County, Texas.

(SEAL)

Florence C Rock

By Deputy.

TO

WARRANTY DEED

Single and Wife's Separate Acknowledgment

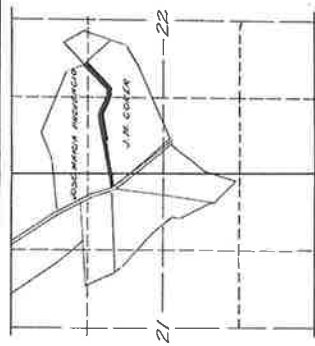
Filed for record

at o'clock M.

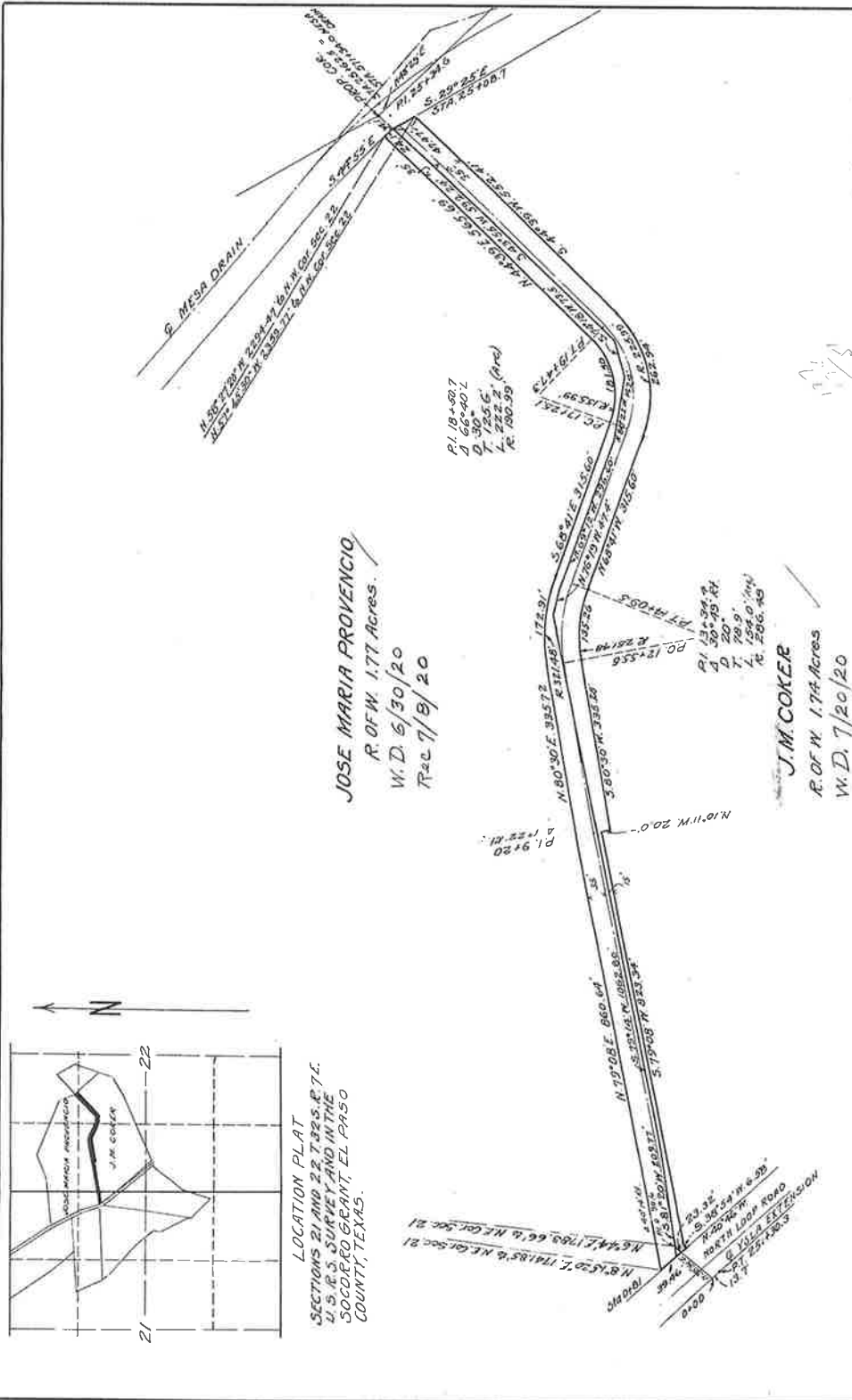
Clerk County Court, El Paso County, Texas.

By Deputy.

ELLIS BROS. PRINTING CO., EL PASO



LOCATION PLAT  
 SECTIONS 21 AND 22 T.22S. R.7E.  
 U.S. B.S. SURVEY AND IN THE  
 SOCOMO GRANT, EL PASO  
 COUNTY, TEXAS.



**JOSE MARIA PROVENCIO**  
 R. OF W. 1.77 Acres.  
 W.D. 6/30/20  
 REC 7/9/20

**J.M. COCKER**  
 R. OF W. 1.74 Acres  
 W.D. 7/20/20  
 REC 9/4/20  
 BK 36979/02  
 Jose Maria Provencio, et al.  
 Q.C.D. 8/21/20  
 REC 9/8/20  
 BK 338 P 9325

Scale 1" = 200'  
 DEPARTMENT OF THE INTERIOR  
 UNITED STATES RECLAMATION SERVICE  
 RIO GRANDE PROJ., N.M.-TEX.  
 EL PASO VALLEY  
 Y-251 LATERAL RIGHT OF WAY  
 DRAWN A.O.D. FIELD WORK 4/2008  
 CHECKED G.V.H. APPROVED  
 2000 L&L EL PASO TEX. 9/19/20

10/13/20

State of Texas, :  
County of El Paso. :

Before me, the undersigned authority, this day personally came and appeared J. M. Coker, to me well known, and who, after being by me duly sworn, did depose and say:

That he is over twenty-one years of age; that his post-office address is Clint, Texas; that he is the same party who executed a contract with the United States of America dated April 12, 1920, agreeing to convey to the United States a certain right of way containing 1.74 acres or land, more or less, in SE $\frac{1}{4}$  of NE $\frac{1}{4}$  sec. 21, SW $\frac{1}{4}$  of NW $\frac{1}{4}$  and E $\frac{1}{4}$  of NW $\frac{1}{4}$  sec. 22, T. 32 S., R. 7 E., United States Reclamation Service survey, El Paso County, Texas, and in said contract more fully described; and that prior to and including the date of said contract, for a period of Eleven (11) years, he, affiant, held actual, peaceable, adverse, continuous, exclusive, and hostile possession of the tract of land of which the said described right of way agreed to be conveyed to the United States is a part, claiming under title, cultivating, using, and enjoying the said entire tract and paying all taxes thereon each and every year during said period of possession, and having the said entire tract of land during all of said period of time under fence and thereby segregated from all adjoining lands.

J M COKER

Sworn to and subscribed before me this 16<sup>th</sup> day of November, A. D. 1920.

(SEAL)

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

My com. exp.

June 1, 1921.

THIS IS TO CERTIFY, In regard to a tract of land containing 1.74 acres of land purchased from J. M. Coker et ux. under agreement to sell with these parties dated April 12, 1920, and the title guaranty issued in connection therewith dated September 1, 1920:

That the copy of tax statement contained in the said title guaranty is a correct copy of the statement appearing in Abstract of Title No. 19239 made by the Pioneer Abstract & Guarantee Title Company, and that this statement pertains to the land a portion of which has been acquired by the United States under the above described agreement to sell; and as to taxes for the year 1920, which were not assessed at the date of the warranty deed conveying title to the United States, decision by the Secretary of the Interior dated April 25, 1910 (D-11479), which is a letter to the Director of the Reclamation Service, holds that, as to the United States, which is a party exempt from taxation by State authority, "if property is acquired while the proceedings are in fieri by one exempt from taxation, the taxing proceeding is arrested, and a tax, though subsequently levied, is not a lien effectual against the title."

E. J. DENT

El Paso, Texas,  
November 14, 1920.

District Counsel.

incls.:

Orig. agreement to sell.  
War. deed and 1 copy, with 2 blueprints.  
Possessory certificate.  
Title guaranty.  
Affidavit as to possession, with 1 copy.  
Copies letters April 11, 1918, and June 26, 1918,  
Chief Counsel to Dist. Counsel, El Paso.  
Extra copy above certificate.

(Reference is made to letter March 26, 1920, from Dr. to C. of C. in regard to land purchase from J. W. Johnson, Rio Grande project.)

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands the day and year first above written.

Witnesses:

\_\_\_\_\_  
of \_\_\_\_\_  
\_\_\_\_\_  
of \_\_\_\_\_  
\_\_\_\_\_  
of \_\_\_\_\_  
\_\_\_\_\_

**J. M. Coker**

**Bertha Coker**

*Vendor.*

*The United States of America,*

By **L M LAWSON**  
**Project Manager** U. S. R. S.

STATE OF Texas }  
COUNTY OF El Paso } ss:

I, **Geo. W. Hoadley**, a **Notary Public**

in and for said county, in the State aforesaid, do hereby certify that **J. M. Coker and Bertha Coker**

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 **Bertha Coker** separate and apart from **her** husband, and explained to **her** the contents of the foregoing instrument, and upon that examination **she** declare 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 **12th** day of **April 1920**, **GH**

[SEAL.]

**Geo. W. Hoadley**  
**Notary Public**

My commission expires **June 1, 1921**.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 191

*Comptroller, U. S. R. S.*

**AGREEMENT TO SELL**

TO  
UNITED STATES.

COUNTY OF \_\_\_\_\_ } ss.

I hereby certify that this instrument was filed  
for record at my office at \_\_\_\_\_ o'clock \_\_\_\_\_ M.,  
\_\_\_\_\_, 191\_\_\_\_, and is duly  
recorded in Book 357, Page No. 14

By \_\_\_\_\_  
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 \_\_\_\_\_;  
that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit  
or advantage corruptly to the said \_\_\_\_\_ or 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.

\_\_\_\_\_ U. S. R. S.

Subscribed and sworn to before me at \_\_\_\_\_

[OFFICIAL SEAL.] this \_\_\_\_\_ day of \_\_\_\_\_, A. D., 191 \_\_\_\_\_

My commission expires \_\_\_\_\_



CERTIFICATE.

I HEREBY CERTIFY That the land described in the agreement dated April 12, 1920, with J. M. Coker and Bertha Coker, his wife, is required for purposes authorized by the Act of June 17, 1902 (32 Stat., 388), namely as right of way for the Y-251 Lateral, a part of the Rio Grande project; that the consideration to be paid thereunder \$376.00, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

L. M. Lawson.

---

Project Manager.

El Paso, Texas,

April 12, 1920.

Approved May 27, 1910, by the  
Secretary of the Interior.

DEPARTMENT OF THE INTERIOR  
UNITED STATES RECLAMATION SERVICE

Correct as to Engineering Data  
SMA

Read - MCF

THIS AGREEMENT, made this 12th day of April  
nineteen hundred and twenty, between J. M. Coker  
and Bertha Coker, his wife, of El Paso County  
County, State of Texas, for them selves, their heirs, legal represen-  
tatives, and assigns, hereinafter styled the Vendor, and The United States of America and its assigns by  
L. M. Lawson, 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 dollar (\$1.00), 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 approximately three (3) miles Northwest from Clint,  
Texas, in the Southeast quarter of the Northeast quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$ ) of  
Section twenty-one (21), Southwest quarter of the Northwest quarter  
(SW $\frac{1}{4}$ NW $\frac{1}{4}$ ) and the East half of the Northwest quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$ ) of Section  
twenty-two (22) Township thirty-two (32) South, Range Seven (7) East,  
U. S. Reclamation Service survey and more particularly described as  
follows: Beginning at the Southwest corner of the tract of land  
herein described which is a point on the Northeasterly right of way  
line of the North Loop Road, from which point the Northwest corner of  
land of the Vendor bears North 40°46' West twenty-three and thirty-two  
hundredths (23.32) feet and the Northeast corner of said Section twenty-  
one (21) bears North 6°44' East one thousand seven hundred and eighty-  
three and sixty-six hundredths (1783.66) feet; thence along the north-  
easterly right of way line of said North Loop road, North 40°46' West  
twenty-three and thirty-two hundredths (23.32) feet to the Northwest  
corner of land of the Vendor; thence along the property line between  
land of the Vendor and Jose Maria Provencio, North 81°20' East two  
hundred nine and seventy-seven (209.77) feet; North 79°14' East one  
thousand sixty-two and eighty hundredths (1062.80) feet; South 76°19'  
East, forty-seven and four tenths (47.4) feet; South 69°12' East two  
hundred ninety-six and sixty hundredths (296.60) feet; South 80°22'  
East one hundred forty-two and four tenths (142.4) feet; North 74°18'

East seventy-three and five tenths (73.5) feet and North 43°55' East five hundred ninety-two and twenty-four hundredths (592.24) feet to a point on the southwesterly right of way line of the Mesa Drain; thence along said right of way line, South 29°25' East forty-seven and forty-seven hundredths (47.47) feet to a point from which the Northwest corner of said Section twenty-two (22) bears North 57°45'30" West, two thousand three hundred fifty-nine and seventy-seven hundredths (2,359.77) feet; thence South 44°39' West five hundred fifty-two and forty-one hundredths (552.41) feet; thence to the right along a two hundred twenty-five and ninety-nine hundredths (225.99) feet radius curve a distance of two hundred sixty-two and ninety-four hundredths (262.94) feet on the arc; thence North 68°41' West three hundred fifteen and sixty hundredths (315.60) feet; thence to the left along a two hundred fifty-one and forty-eight hundredths (251.48) feet radius curve, a distance of one hundred thirty-five and twenty-six hundredths (135.26) feet; thence South 80°30' West three hundred thirty-five and twenty-eight hundredths (335.28) feet; thence North 10°11' West twenty (20.0) feet; thence South 79°08' West eight hundred twenty-three and thirty-four hundredths (823.34) feet; thence South 38°54' West, six and fifty-eight hundredths (6.58) feet to the point of beginning, said tract of land containing one and seventy-four hundredths (1.74) acres, more or less.

~~2. In consideration of the premises the vendor further agrees upon receipt of notice that this agreement has been approved on behalf of the Reclamation Service to furnish promptly, at his own expense, an abstract of title which shall later be extended to include any instruments subsequently recorded in connection herewith and also the record of the conveyance made pursuant to this agreement: Provided, That if the vendor fails or refuses to furnish proper abstract of title within sixty days after notice that this agreement has been approved, or if within such period written request be made by the vendor, such abstract may be procured by the United States at the expense of the vendor and the cost thereof deducted from the purchase price.~~

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 seventy-six and 00/100 (\$276.00) - - - -

.....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 April 12, 1920

.....notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crops thereon until April 12, 1920; except that the proper officers and agents of the United States may at all times have unrestricted access to survey for and construct reclamation works, telephone and electrical transmission lines, and other structures and appliances incident to said reclamation works, pursuant to said act of Congress, free of any claim for damage or compensation on the part of the vendor.

8. This agreement shall become effective to bind the United States to purchase said premises immediately upon its approval by the Comptroller or Director and Chief Engineer of the Reclamation

Service, and shall terminate by limitation at the expiration of twenty-four 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).

10. In consideration of the premises, the Vendors further agree, before the money or other consideration herein named shall be paid by the United States, to furnish at their own expense title guaranty certificate issued by a title guaranty company to be designated by the United States, guaranteeing the title to the land herein agreed to be conveyed to be in the United States and otherwise in form acceptable to the United States, or, at the option of the United States, to otherwise show perfect title; Provided, That if the Vendors fail or refuse to furnish such title guaranty certificate within sixty days after notice that this agreement has been approved, or if within such period written request be made by the Vendors, such title guaranty certificate may be procured by the United States at the expense of the Vendors and the cost thereof deducted from the purchase price; and it is understood and agreed between the parties hereto that the United States will bear the expense of any and all abstracts of title which are necessary for the use of the title guaranty company in issuing the title certificate; Provided, That if the Vendors have at their disposal abstract of title, the same shall be loaned to the title guaranty company for its use in issuing title certificate, the United States bearing the expense, if any, of bringing the abstract down to date.

11. The Vendors expressly warrant that they have employed no third person to solicit or obtain this contract in their behalf, or to cause or procure the same to be obtained upon compensation in any way contingent, in whole or in part, upon such procurement; and that they have not paid, or promised or agreed to pay, to any third person, in consideration of such procurement, or in compensation for services in connection therewith, any brokerage, commission, or percentage upon the amount receivable by them hereunder; and that they have not, in estimating the contract price demanded by them, included any sum by reason of any such brokerage, commission, or percentage; and that all moneys payable to them hereunder are free from obligation to any other person for services rendered, or supposed to have been rendered, in the procurement of this contract. They further agree that any breach of this warranty shall constitute adequate cause for the annulment of this contract by the United States, and that the United States may retain to its own use from any sums due or to become due thereunder an amount equal to any brokerage, commission or percentage so paid or agreed to be paid; Provided, However, it is understood that this covenant does not apply to the selling of goods through a bona fide commercial representative employed by the Vendors in the regular course of their business in dealing with customers rather than the Government and whose compensation is paid, in whole or in part, by commissions on sales made, nor to the selling of goods through established commercial or selling agents or agencies regularly engaged in selling such goods.

Form 7-523  
Revised June 1919

DEPARTMENT OF THE INTERIOR

UNITED STATES RECLAMATION SERVICE

Rio Grande Project El Paso, Texas.

APR 20 1920

(Place)

(Date)

Project Manager to Chief of Construction, thru District Counsel.

Subject: Forwarding for approval contract dated April 12, 1920.

With J. M. Coker and Bertha Coker, his wife.

Estimated amount involved, \$ 276.00

Authority No.

Accompanied by bond and 2 copies

or Clearing Acct.

(Insert "Yes" or "No" bond)

No bond

Purpose: Purchase of 1.74 acres for right of way for Y-251 Lateral.

INSTRUCTIONS

Advise Project Manager at El Paso, Texas.

(Post office and State)

District Counsel at El Paso, Texas.

(Post office and State)

and Chief Engineer, Denver, Colorado.  
execution

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

Inclosures listed on the reverse

L M LAWSON

(Signature)

NOTE: Before submitting contract see that the instructions on reverse hereof have been FULLY complied with. See also par. 16, Page 505, Vol. 1 of Manual.

Denver, Colo:

The above described contract and bond, if any, approved

by \_\_\_\_\_ on \_\_\_\_\_  
Chief of Construction.

Engineer

Denver, Colo.

April 23, 1920.

Acting Chief of Construction to Director:

It is recommended that the above described contract be

~~executed~~

approved and bond if any approved.

Inclosures:

Orig. & 3 copies of form letter,

" " 2 " " contract,

" " certificate of necessity,

" " report on land agreement,

1 Blueprint, 2040 L 64, 4/7/20.

ORIGINAL CONTRACT TO BE  
RETURNED TO PROJECT OFFICE  
FOR RECORDATION AND FURTHER  
APPROPRIATE ACTION.

R. F. WALKER

(Signature)

executed

Washington, D. C. APR 30 1920

Contract approved and bond, if any, approved by

MORRIS BIEN,

on APR 30 1920

Assistant to the Director.

Original enclosed to \_\_\_\_\_ for record  
AND FURTHER APPROPRIATE ACTION APR 25 1920 11197



Inclosures:  
Original and 4 copies of form letter of transmittal.  
Original and 3 copies of contract  
" " 1 copy Certificate of Recommendation  
" " 1 copy Report on Land Agreement  
2 Blueprints.

Remarks:

For authority for use of par. 1 O of this contract, see letter Feb. 5, 1920, Asst. to Dr. to C. of C.; subject: "Special provisions for abstract of title and title insurance certificates, to be used in land purchase contracts (usual Form 7-276) only on Rio Grande project."

**INSTRUCTIONS.**

1. This form is devised to render unnecessary the writing of various routine letters in reference to contracts. If the agreement submitted is not of the class for approval in Denver (see par. 3a-h, pp. 201-2, Vol. 1 of manual), the chief of construction will forward with his recommendation to Washington for appropriate action.
2. The office in which the contract originates will transmit two (2) copies of this form in excess of the number of offices to be advised of approval or execution. For example, in the usual case where the project manager and district counsel are to be advised, four (4) copies and one (1) original (5 in all) should be sent to the Denver office.
3. With every contract submitted, involving an expenditure, the authority number (Form 7-681) or clearing account to which charges under the contract will be made, must be given in the space provided on this form letter. (See par. 41, p. 213, Vol. 1 of manual.) The amount of probable expenditure or collection must also be shown (see par. 11, p. 204, Vol. 1 of manual). Any other special matter or information relative to the contract too long to write on this form should be set out in a statement or certificate and submitted with contract.
4. Reference should be made to previous correspondence of importance, especially if form of contract was approved in advance, giving dates, stating whether a telegram or letter, and from and to whom.
5. The office in which this contract originates should list all inclosures in the space above.
6. With this form appropriately modified quit claim or donation deeds (see par. 47, p. 265, Vol. I of Manual) shall be transmitted through the Denver Office to Washington for acceptance and filing, a copy of such deed with related papers being furnished for the files of the Denver office.
7. This form appropriately modified should be used to transmit informal earthwork contracts (Specifications Form 7-201) executed in project offices to the Denver office for acceptance with copy of contract and related papers to be forwarded to Washington office by the Chief of Construction.

El Paso, Texas, November 13, 1920.

Mr. J. M. Coker,  
Clint, Texas.

Dear Mr. Coker:

In response to your request when in our office yesterday we are sending herewith another copy of the affidavit as to possession. As then stated, we will be able to put this account through for vouchering as soon as the affidavit is signed and returned.

Very truly yours,

F W DEHT

District Counsel.

incl.



El Paso, Texas, November 4, 1920.

Mr. J. M. Coker,  
Clint, Texas.

Dear Sir:

The warranty deed running to the United States, for lateral right of way over your land three miles northwest of Clint, has been returned from the county clerk's office, and we are preparing the papers for vouchering and payment. An affidavit of possession by yourself is required, and form is inclosed, which you will note is similar to those which we have heretofore requested you to make. Kindly sign this and return it by mail to this office.

Very truly yours,

P W DENT

District Counsel.

incl.

El Paso, Texas, August 25, 1920.

County Clerk for El Paso County.

El Paso, Texas.

Dear Sir:

Transmitted herewith for official record is warranty  
deed dated July 20, 1920, running from J. M. Coker et ux.  
to the United States.

Very truly yours,

P W DENT

District Counsel.

incl.

*copy 8/25/20  
with lead*

El Paso, Texas,  
August 23, 1920.

Pioneer Abstract & Guaranty Title Co.,  
First National Bank Bldg.,  
El Paso, Texas.

Gentlemen:

Transmitted herewith is quitclaim deed dated August 21, 1920, running from Jose Maria Provencio et ux. to the United States and releasing all right and title to the same tract of land containing 1.74 acres which was conveyed to the United States by J. M. Coker et ux. in his deed dated July 20, 1920, and for which tract of land title certificate is to be issued, the certificate being withheld awaiting this release deed by Provencio. There is also inclosed a letter of transmittal to the County Clerk which you can forward with this quitclaim deed for recording.

We trust that you will now find the Coker title in condition for issuance of the title certificate.

Very truly yours,

P W DENT

District Counsel.

Encl.

El Paso, Texas.  
August 23, 1920.

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

Dear Sir:

Transmitted herewith for official  
record is quitclaim deed dated August 21, 1920,  
running from Jose Maria Provencio et ux. to the  
United States.

Very truly yours,

P W DENT

District Counsel.



# PIONEER ABSTRACT AND GUARANTEE TITLE COMPANY

CAPITAL \$ 100,000.00

OFFICERS AND DIRECTORS

W.L. TOOLEY, PRESIDENT  
Z.T. WHITE, VICE-PRES.  
A.G. FOSTER, SECY. & TREAS.  
N.H. GILLOT, MANAGER  
J.G. McNARY - J.J. MUNDY



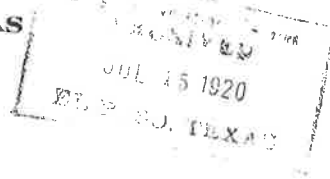
LEGAL DEPARTMENT

W.W. TURNER  
WM. H. BURGESS  
A.H. CUGWELL  
ROBT. L. HOLLIDAY  
J.M. POLLEARD

FIRST NATIONAL BANK BUILDING

EL PASO, TEXAS

July 14, 1920.



United States Reclamation Service,  
Toltec Club Building,  
El Paso, Texas.

Gentlemen:

Replying to yours of July 13, in regard to a Quit Claim Deed from Jose Maria Provencio to Coker. We would suggest that the description in the conveyance from Provencio to Coker, for part of Survey 61, of the Socorro Grant, is too indefinite.

The purpose of a Quit Claim Deed from Provencio to Coker is to clear the title to any part of Survey 61, through which the irrigation ditch is to be constructed. Furthermore, the boundary line between the Coker and Provencio lands is not well enough fixed on the ground.

As soon as we have received a Quit Claim Deed, we shall be ready to issue the Title Insurance.

Yours very truly,

PIONEER ABSTRACT AND GUARANTEE TITLE COMPANY

By

Manager

G/S.

*Handwritten notes:*  
7/26  
Pioneer Abstract and Guarantee Title Company  
7-27-20  
A.C. [unclear]

El Paso, Texas,  
July 13, 1920.

Pioneer Abstract and Guarantee Title Co.  
First National Bank Bldg.  
El Paso, Texas.

Gentlemen:

Following up telephone conversation with Mr. Gillet this morning, we are calling upon H. M. Coker for warranty deed running to the United States conveying title to land in the Socorro Grant south of the land claimed by Jose M. Provencio. As soon as this deed is executed and returned, we will send it to you for recording and issuance of title certificate.

Mr. Gillet asked that we secure a quitclaim deed from Jose M. Provencio for the same land that Mr. Coker is conveying, as this canal right of way straddles the boundary ~~land~~ between these parties and the exact line is not entirely clear. We will call upon Mr. Provencio for such deed if you still think it is necessary, but wish to advise that we have already made settlement with him for the portion of the Government right of way lying to the north, the southern boundary of which exactly coincides with the northern boundary of the Coker land for which you are going to issue title certificate. The Provencio deed has already been executed and is dated June 31, 1920, and was filed for record on or about ~~June 1~~ 2. Mr. Provencio understands that we are dealing with Mr. Coker for the portion of the right of way which is not included in his deed, and it is my opinion that this transaction operates as a quasi-estoppel or at least as a waiver of any further claims by Provencio.

Very truly yours,

F W DEET

District Counsel.

El Paso, Texas,  
July 13, 1920.

Mr. J. M. Coker,  
Clint, Texas.

Dear Sir:

The Pioneer Company have advised that they will issue title certificate for the land you are under contract to convey, which adjoins the Jose Maria Provencio land. A warranty deed has been prepared and is enclosed herewith for your signature. Have Mrs. Coker also sign, and return to this office at your early convenience. The Notary Public here will be glad to take your acknowledgment without charging a fee.

This deed will require a 50¢ United States documentary revenue stamp which it is customary for the grantor to furnish and which please do not overlook.

As stated in a previous communication, taxes on the property should be paid up to date for otherwise a delay in settlement will be caused.

Your abstracts are still with the Pioneer people and they will probably want to retain them until a title certificate is actually issued. At that time you can get the abstracts or we will be pleased to get them and turn them over to you.

Very truly yours,

F W DENT

District Counsel.

*Incl.*

El Paso, Texas.  
June 9, 1920.

Pioneer Abstract & Guaranty Title Co.  
First National Bank Bldg.  
El Paso, Texas.

Gentlemen:

Transmitted herewith is your abstract No. 1865, together with supplement No. 1875 relating to land held by J. M. Coker. There is also enclosed a blueprint showing 1.74 acres of land which is a part of that abstracted, for which we wish a title certificate. This land is more fully described in the contract between J. M. Coker et ux. and the United States dated April 12, 1920, which was recently filed for record. Application for a title certificate is attached and you are authorized to do what abstracting work is necessary in order to bring the record down to date, and bill the Reclamation Service for the same.

Very truly yours,

P W DENT

District Counsel.

Encls

*Please return blueprint.*



El Paso, Texas,  
May 7, 1920.

Mr. J. M. Coker,  
Clint, Texas.

Dear Sir:

You are advised that we have received approval of your contract dated April 12, 1920, for the lateral right of way purchase. We are advised that you have abstract of title covering this land and will be willing to loan the abstract until we can obtain title certificate, the abstract thereafter to be returned to you. Kindly put us in receipt of the abstract at your early convenience.

In connection with this purchase, we think it would be advisable at the present time to call your attention to the fact that the taxes will have to be paid up to date before the Government can make final settlement. If there are taxes due and unpaid, or any other outstanding liens, please advise us with reference to them.

You will understand that further procedure in closing this transaction now awaits the abstract of title, and we trust you will not delay sending it to this office.

Very truly yours,  
P W DENT  
DISTRICT Counsel.

El Paso, Texas,  
May 7, 1920.

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

Dear Sir:

Transmitted herewith for official record  
is contract between J. M. Coker and Bertha Coker,  
and the United States dated April 12, 1920.

Very truly yours,

P W DENT

District Counsel.

*Juel*

POSSESSORY CERTIFICATE.

Rio Grande Project,  
El Paso, Texas April 12, 1920.

I, Geo. W. Hoadley, Field Assistant, United States Reclamation Service, certify that I have personally examined the land sought to be acquired by the United States from J. M. Coker and Bertha Coker, his wife, in the Southeast quarter of the Northeast quarter (SE $\frac{1}{4}$ NE $\frac{1}{4}$ ) of Section twenty-one (21), Southwest quarter of the Northwest quarter (SW $\frac{1}{4}$ NW $\frac{1}{4}$ ) and the East half of the Northwest quarter (E $\frac{1}{2}$ NW $\frac{1}{4}$ ) of Section twenty-two (22), Township thirty-two (32) South, Range Seven (7) East U. S. Reclamation Service survey, in El Paso <sup>County,</sup> State of Texas, for the Rio Grande project, and that the said proposed Vendor was in actual, sole, and exclusive possession of the land, claiming to be the owner thereof, and no person claiming a right in such land adverse to the Vendor is in possession of any part of it.

GEO W HOADLEY

Field Assistant.