

780.

KARSTENDICK, A. H., et. ux., Beulah N.

WARRANTY DEED

YSIA LAUREAL

0023-00

79

-0012-00

13-(12) Texas

78

THE STATE OF TEXAS,  
COUNTY OF EL PASO.

Know all men by these presents;

That:- A. H. Karstendick and Beulah H. Karstendick, husband and wife

of the County of El Paso, State of Texas, in consideration of the sum of **One Hundred Fourteen**  
and no/100 (\$14.00) ----- DOLLARS,

to them in hand paid by **THE UNITED STATES OF AMERICA**

the receipt of which is hereby acknowledged

has 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~~, 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 included in a tract of land lying and situate in the Yalata Grant, El Paso County, Texas, in the Southwest quarter Southwest quarter (SW1/4) Section six (6), Township thirty-two (32), South, Range seven (7) East, Bureau of Reclamation Survey, being also within tract ten (10) of Picnic Grove Sub-division, said division being tract two (2) Block fifty-one (51) as shown on plat of official resurvey of the Yalata Grant, as accepted by the Commissioner's Court of El Paso County, Texas the 8th day of February, 1932, and of record in the office of the County Clerk of said county and state, being more particularly described as follows:

Beginning at a point on the northeast line of tract ten (10) Picnic Grove which is also the northeast property line of the land of the contractors, from which point a pipe at the north corner of said tract ten (10) the land of the contractors bears North thirty-seven degrees (37°) ten minutes (10') West three hundred thirty-three and four tenths (333.4) feet; thence South thirty-seven degrees (37°) ten minutes (10') East along the northeast line of tract ten (10) thirty and nine tenths (30.9) feet to a point the east corner of tract ten (10) from which point the east corner of tract eleven (11) Picnic Grove Subdivision bears South thirty-seven degrees (37°) ten minutes (10') East one hundred sixty-one and three tenths (161.3) feet; thence along the line between tracts ten (10) and eleven (11) Picnic Grove Subdivision North eighty-six degrees (86°) four minutes (04') West sixty-two and eight tenths (62.8) feet and South fifty-two degrees (52°) fifty minutes (50') West seventy-nine and two tenths (79.2) feet; thence North eighty-nine degrees (89°) fifty-seven minutes (57') West twenty-three and four tenths (23.4) feet; thence South seventy-six degrees (76°) fifty-nine minutes (59') West one hundred and four tenths (100.4) feet; thence South seventy-two degrees (72°) forty-one minutes (41') West ninety-two and two tenths (92.2) feet; thence South sixty-five degrees (65°) forty-eight minutes (48') West two hundred sixty-five and three tenths (265.3) feet; thence South seventy-six degrees (76°) twenty-six minutes (26') West one hundred thirty-nine and five tenths (139.5) feet; thence South eighty-three degrees (83°) twenty-six minutes (26') West one hundred twenty-three and six tenths (123.6) feet; thence North seventy-eight degrees (78°) thirty-seven minutes (37') West seventy-seven and seven tenths (77.7) feet to a point on the line between tracts nine (9) and ten (10) Picnic Grove Subdivision; thence North fifty-two degrees (52°) fifty minutes (50') East along a line between said tracts nine (9) and ten (10) one hundred three and six tenths (103.6) feet to a point from which the north corner tract ten (10) Picnic Grove Subdivision bears North fifty-two degrees (52°) fifty minutes (50') East seven hundred sixty-four and three tenths (764.3) feet; thence North eighty-eight degrees (88°) sixteen minutes (16') East one hundred four and four tenths (104.4) feet; thence North seventy-six degrees (76°) thirty-two minutes (32') East ninety-three and three tenths (93.3) feet; thence North sixty-nine degrees (69°) forty-five minutes (45') East ninety-three and three tenths (93.3) feet; thence North sixty-five degrees (65°) East two hundred and no tenths (200.0) feet; thence North seventy-two degrees (72°) forty-nine minutes (49') East one hundred thirteen and seven tenths (113.7) feet; thence North seventy-nine degrees (79°) sixteen minutes (16') East one hundred and one tenth (100.1) feet; thence North eighty-eight degrees (88°) fifteen minutes (15') East one hundred ten and no tenths (110.0) feet; thence South eighty-six degrees (86°) fifty-five minutes (55') East twenty-nine and eight tenths (29.8) feet to the point of beginning, said tract of land containing one and thirty-seven hundredths (1.37) acres more or less, of which one and five hundredths (1.05) acres is occupied by the Isla Lateral which is the property of the United States and the remainder or thirty-two hundredths (.32) of an acre as shown in red on plat attached to contract dated January 29, 1934 between the grantors and grantee, of record in the Deed Records of the County of El Paso, Texas, in Volume 582, Page 440.

Correct us to Engr. Data.

SINGLE ACKNOWLEDGMENT.

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

A. H. Karstendick

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 10th day of Sept. A. D. 19 34

B. E. Schwarzbach

Notary Public, El Paso County, Texas.

(SEAL)

WIFE'S SEPARATE ACKNOWLEDGMENT.

THE STATE OF TEXAS,

County of El Paso.

Before me the undersigned Notary Public

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

Beulah M. Karstendick

, wife of A. H. Karstendick

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 Beulah M. Karstendick

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 10th day of Sept. A. D. 19 34

B. E. Schwarzbach

Notary Public, El Paso County, Texas.

(SEAL)

CLERK'S CERTIFICATE

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 10 day of Sept. A. D. 19 34, with its certificate of authentication, was filed for record in my

office this 12 day of Sept., A. D. 19 34, at 4:00 o'clock P. M. and duly recorded the 14 day of Sept., A. D. 19 34, at 4:10 o'clock P. M.

in the records of said County, in Volume 583 on Pages 469

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.

W. D. GREET

Clerk County Court, El Paso County, Texas.

(SEAL)

By A. A. Osborne, Deputy.

A. H. Karstendick

Beulah M. Karstendick

TO

U. S. of A.

Warranty Deed

Filed for Record the 12

day of Sept. 19 34

at 4 o'clock and minutes P. M.

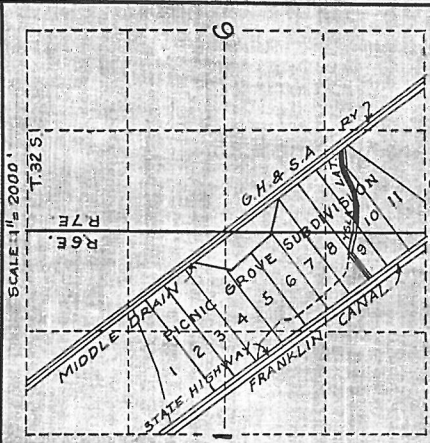
W. D. GREET, Clerk,

County Court, El Paso County, Texas.

By Geo. H. Booth, Deputy.

583/469

9/19/34.



LOCATION PLAT  
 S. 6 T. 32 S., R. 7 E.  
 U.S.R.S. Survey.

TRACT 10 of  
 PICNIC GROVE SUBDIVISION  
 TRACT 2 BLOCK 5  
 YSLETA GRANT  
 AS RESURVEYED BY EL PASO  
 COUNTY IN 1928

SCALE 1" = 60'

DEPARTMENT OF THE INTERIOR  
 BUREAU OF RECLAMATION  
 RIO GRANDE PROJECT - NEW MEXICO - TEXAS

YSLA LATERAL  
 RIGHT OF WAY

FIELD WORK C.P. CHECKED G.W.H.  
 DRAWN G.A. APPROVED

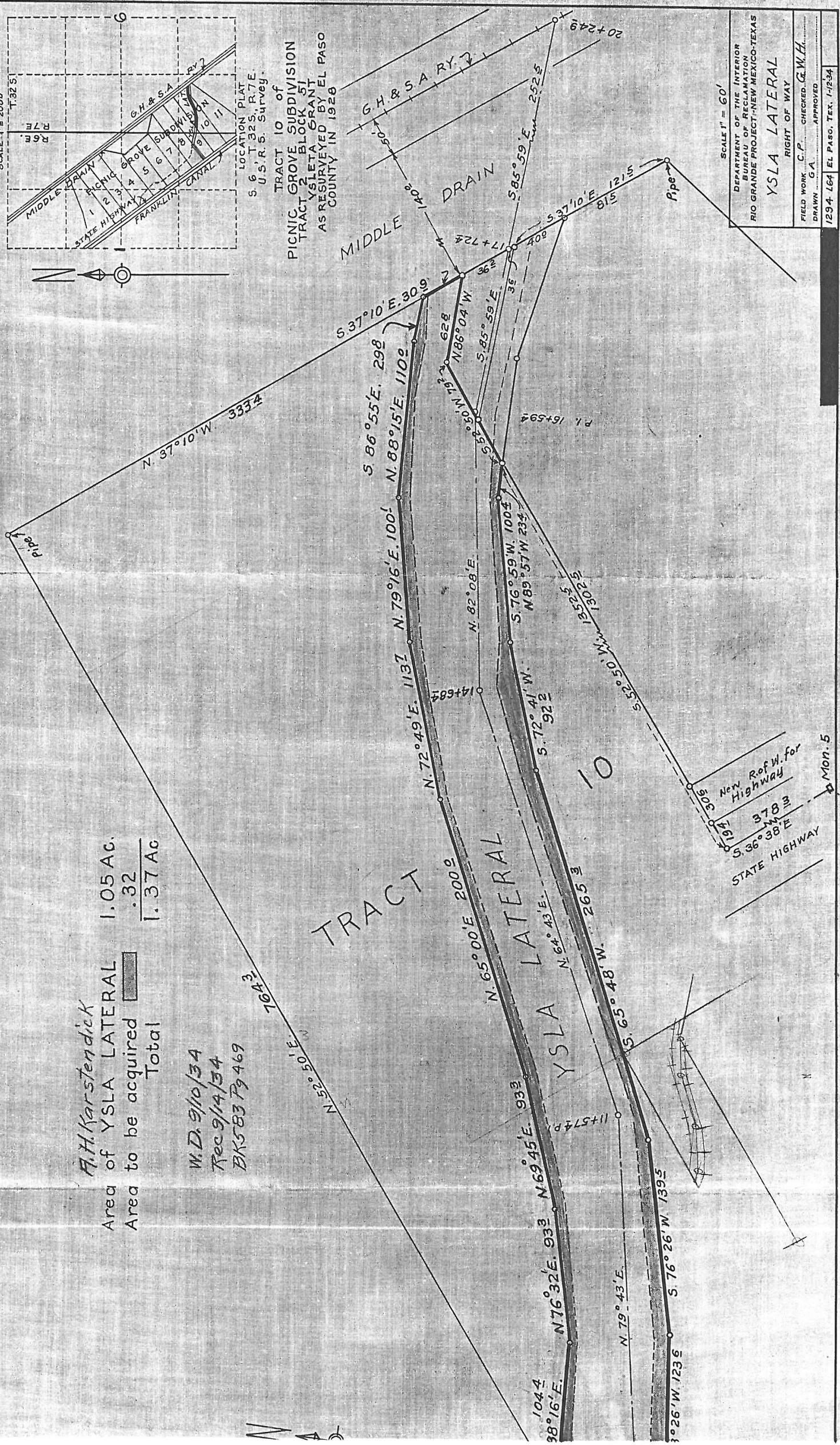
1294-164 EL PASO, TEX. 1-12-34

A.H. Karstendick  
 Area of YSLA LATERAL 1.05 Ac.  
 Area to be acquired .32  
 Total 1.37 Ac

W.D. 9/10/34  
 Rec 9/14/34  
 BK 583 P 9 469

TRACT 10

YSLA LATERAL



A.H. Karstendick

Area of YSLA LATERAL

1.05 Ac.

Area to be acquired

.32

Total

1.37 Ac

W.D. 9/10/34

Rec 9/14/34

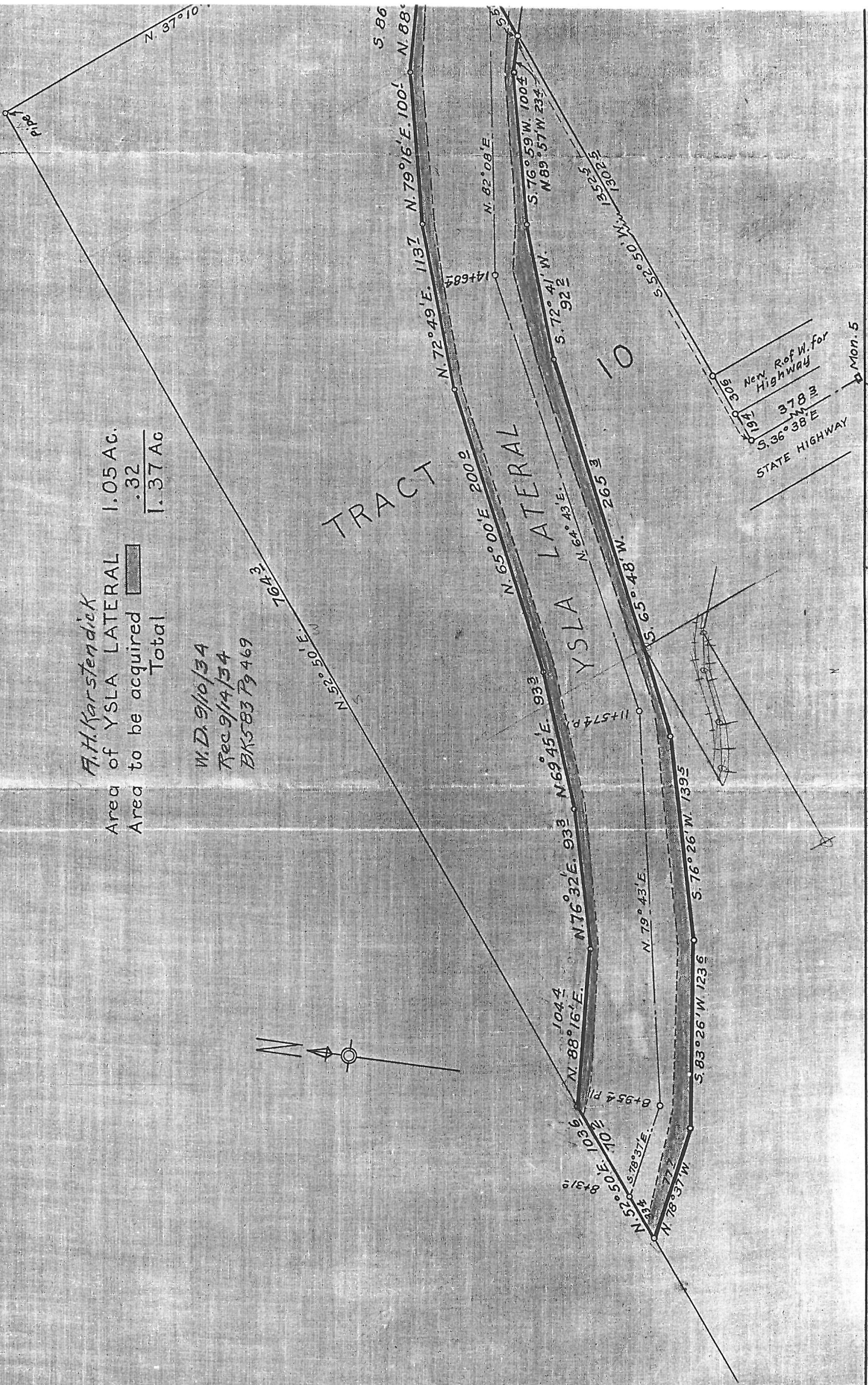
BK 583 P 9 469



TRACT

YSLA LATERAL

10



619 First National Bank Bldg.,  
El Paso, Texas

September 26, 1934.

From: District Counsel

To: Superintendent, El Paso, Texas.

Subject: Acquisition of land - Opinion of title to land described in contract dated January 29, 1934, between the United States and A. H. Karstendick and Beulah M. Karstendick, his wife; Area, .32 acre; Consideration, \$114.00; for maintenance of Yala Lateral - Rio Grande project.

1. A good and indefeasible title to the real property described in the above mentioned land purchase contract is found to be now vested in the United States, free and clear of liens and encumbrances, as disclosed by recorded warranty deed dated September 10, 1934, from A. H. Karstendick and Beulah M. Karstendick, his wife, to the United States, and by policy of title insurance No. 4937 of the Commercial Standard Insurance Co., Dallas, Texas, dated September 12, 1934, countersigned by their El Paso agent, N. E. Gillot, and bearing his file No. C/9616.

2. All taxes and water charges assessed up to and including the year 1933 appear to have been paid. While taxes in Texas become a lien as of the first of the taxable year, the County of El Paso made no assessment for the year 1934 against the .32-acre tract in reference as shown by certificate of the State and County Tax Assessor dated September 18, 1934, attached hereto.

3. The consideration named in the contract, namely \$114.00, may now be paid to the United States' grantors, A. H. Karstendick and Beulah M. Karstendick, Box 71, Yaleta, Texas, there being no deductions.

4. The original land purchase contract, the original and two copies of the recorded deed, and the original of the title insurance policy are transmitted herewith.

- - - -

H. J. S. Devries.

cc - Commissioner  
Chief Engineer

619 First National Bank Bldg.,  
El Paso, Texas

June 8, 1934.

Mr. A. H. Karstendiek,  
Box 71,  
Ysleta, Texas.

Dear Sir:

A letter dated June 5, 1934, has been received from the Pioneer Abstract & Guarantee Title Co., 315 First National Bank Bldg., El Paso, Texas, copy of which is enclosed, in which are described a number of existing liens which must be paid or released before the title company will issue a title policy covering the property described in contract dated January 29, 1934, between yourself and wife and the United States. Inasmuch as the issuance of such title policy is a prerequisite to the closing of this transaction, will you please promptly take the necessary steps to put the title in shape satisfactory to the Pioneer Company.

Very truly yours,

H. J. S. Devries,  
District Counsel.

Encl.

cc - Supt., El Paso.

ABSTRACTS TITLE INSURANCE ESCROWS

# PIONEER ABSTRACT & GUARANTEE TITLE Co.

ESTABLISHED 1919

PHONE MAIN 838

315 FIRST NATIONAL BANK BUILDING

**EL PASO, TEXAS**

June 5, 1934

Department of the Interior  
Bureau of Reclamation  
619 First National Bank Bldg.  
El Paso, Texas

Attention: H. J. S. Devries

Gentlemen:

An examination of the Public records of El Paso County, Texas reveals that the record title to

Tract Ten (10) of Picnic Grove Subdivision in Ysleta Grant, and being also a portion of Tract Two (2), Block Fifty-one (51) of said grant, according to the official re-survey thereof,

is now vested of record in A. H. KARSTENDIEK and wife, BEULAH MAE KARSTENDIEK, subject only to the following, to-wit:

1. One-half of State and County taxes for the year 1933 in the sum of \$50.78.
2. Water charges for the year 1934 which are a lien but not yet due and payable.
3. Vendor's Lien retained in Warranty Deed dated April 20, 1928, of record in Book 509, at Page 355, Deed Records, from J. B. Paden to D. H. Haley, securing the payment of six promissory notes of even date, signed by D. H. Haley payable to J. B. Paden as follows: Notes lettered A, B, C, and D for \$175.00 each, due in 1, 2, 3, and 4 years respectively after their date and Notes Nos. 1 and 2 for \$1000.00 each, due two years, ten months, and twelve days after their date, all bearing interest at the rate of eight per cent per annum, payable semi-annually and containing the usual



10% attorney's fees and accelerating maturity clauses, and in which said Warranty Deed said J. B. Paden sold, assigned, transferred, and delivered Notes Nos. 1 and 2, above described, to the First Mortgage Company of El Paso, Texas and the lien securing the payment of Nos. 1 and 2 was made prior and superior to the lien securing the payment of Notes lettered A, B, C, and D.

4. Thereafter on February 19, 1931, by transfer duly recorded in Book 543, at Page 307, Deed Records, the First Mortgage Company sold Notes Nos. 1 and 2 of said series to Mrs. Ida A. Miller (we are informed that Ida A. Miller is a single woman) and which said transfer of notes and lien recited that the notes were transferred to bear interest at the rate of 7% per annum and that the First Mortgage Company retained for itself the one per cent interest coupon notes pertaining to the principal notes Nos. 1 and 2.
5. On March 3, 1933, A. Karstendiek and wife, Beulah Mae Karstendiek, who had acquired the title to the above described property and assumed the payment of the above described notes, entered into an extension agreement with Ida A. Miller whereby the time of payment of Notes Nos. 1 and 2 was extended so that each of said notes would become due and payable March 1, 1936 with 8% interest per annum, payable semi-annually as will fully appear by reference to said extension agreement which is duly recorded in Book 570, at Page 371, of the Deed Records.

Unless all of the above described notes have been fully paid and a full release thereof, including the one per cent coupon notes pertaining to the principal notes, will be procured. A release is necessary from J. B. Paden as the record owner, joined by the actual owners of notes lettered A, B, C, and D, from Ida A. Miller as the owner of Notes Nos. 1 and 2 and from the First Mortgage Company, the owner of the one per cent interest coupon notes, releasing the property being acquired by you of and from the operation and effect of the Vendor's Lien retained in the deed above mentioned and referred to. Upon receipt of said release, together with the deed of conveyance from A. Karstendiek and wife to the United States of America, we will be in position to issue a title policy pursuant to your request therefor.

Very truly yours,

PIONEER ABSTRACT & GTE. TITLE CO.

BY *B. E. Schwarzbach*  
B. E. SCHWARZBACH

BES:m

El Paso, Texas.

April 4, 1934.

County Clerk,  
El Paso, Texas.

Dear Sir:

Transmitted herewith are the following land  
purchase contracts to be recorded:

A.H. Karstendick and Beulah M. Karstendick  
William D. Goss and Estella M. Goss.

Very truly yours,

H.H. Berryhill,  
Chief Clerk,

Encl.  
Contracts  
2 cloth prints.

582  
2440

619 First National Bank Bldg.,  
El Paso, Texas,

April 3, 1934.

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

Gentlemen:

Will you please furnish to the Bureau of Reclamation a certificate of guaranty of title covering fee simple title, free and clear of liens and encumbrances, to be vested in the United States of America, to land situated in the Ysleta Grant, El Paso County, Texas, being also within tract 10 of Picnic Grove Subdivision, said division being tract 2, Block 51, as shown on plat of official resurvey of the Ysleta Grant, said tract of land being more particularly described in land purchase contract dated January 29, 1934, between the United States and A. H. Karstendick and Beulah M. Karstendick. The consideration named in the contract is \$114.00.

Very truly yours,

H. J. S. Deyries,  
District Counsel.

CERTIFICATE BY SUPERINTENDENT

I hereby certify that the land described in attached land purchase contract dated January 29, 1934, between The United States of America and A. H. Karstendick and Beulah M. Karstendick, is required for purposes authorized by the Act of June 17, 1902 (32 Stat., 388), namely, as right of way for Ysla Lateral, a part of the Rio Grande Federal Irrigation Project; that the consideration to be paid thereunder, namely, \$114.00, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

Dated at El Paso, Texas, this 30th day of March, 1934.

L R Flock  
Superintendent

CERTIFICATE OF POSSESSION

I HEREBY CERTIFY that I have personally examined the land described in attached land purchase contract dated January 29, 1934, between The United States of America and A. H. and Beulah M. Karstendick, and that the proposed grantors are in actual, sole and exclusive possession of the land proposed to be conveyed, claiming to be the owners thereof, and no person claiming a right in such land adverse to the proposed grantors is in possession of any part of it.

Dated at El Paso, Texas, this 30th day of March, 1934.

Geo. W. Houdley  
Right of Way Agent

DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

Rio Grande Irrigation Project

RECORD OF EXECUTION OF CONTRACT

IN RE CONTRACT, and bond, if any, relating to above-named project, dated 1-29-34  
symbol and number 116r-758; made by A.H. and Beulah M. Kerstendick  
amount involved, \$ 114.00; authority No. \_\_\_\_\_ (or clearing account \_\_\_\_\_)  
purpose Purchase of land  
Reference: \_\_\_\_\_

Notice of execution of contract to be given Chief Engineer at Denver, Superintendent  
at El Paso, Texas, District Counsel at El Paso, Texas  
and \_\_\_\_\_

Place El Paso, Texas Date March 30, 1934

1. On this date the above-described contract was executed (or) passed, and bond, if  
any, approved (or) passed, by this office, and transmitted to district counsel for legal  
approval.

L. R. Plock, Project Superintendent.

Inclosures:

Original and 3 copies of this form.

Original and 4 copies of contract.

Place El Paso, Texas Date April 2, 1934

2. On this date the above-described contract, with bond, if any, was given legal  
approval by this office, and transmitted to the Rio Grande project office.

H. J. S. Davies, District Counsel.

Inclosures:

Original and 2 copies of this form.

Original and 4 copies of contract.

Denver, Colorado, Date \_\_\_\_\_

3. On this date the above-described contract was executed, and bond, if any,  
approved by this office.

\_\_\_\_\_, Chief Engineer.

Denver, Colorado, Date \_\_\_\_\_

4. On this date the above-described contract, with bond, if any, was passed by this  
office and transmitted to the Washington office.

\_\_\_\_\_, Chief Engineer.

Inclosures:

Original and \_\_\_\_\_ copies of this form.

Original and \_\_\_\_\_ copies of contract.

Washington, D. C., Date \_\_\_\_\_

5. On this date the above-described contract was executed, and bond, if any,  
approved by \_\_\_\_\_

\_\_\_\_\_, Commissioner.

STATEMENT AND CERTIFICATE  
OF AWARD

No. 116r-758

(Contract)

Date 1-29, 1934

DEPARTMENT OF THE INTERIOR

(Department or establishment)

BUREAU OF RECLAMATION

(Bureau or office)

EL PASO, TEXAS

(Location)

METHOD OF OR ABSENCE OF ADVERTISING

(Section 3709 of the Revised Statutes)

1. After advertising in newspapers.
2. (a) After advertising by circular letters sent to.....dealers.  
(b) And by notices posted in public places.  
(If notices were not posted in addition to advertising by circular letters sent to dealers, explanation of such omission must be made. The notation on the certificate below must be "2 (a) (b)" or "2 (a)," depending on whether or not notices were posted.)
3. Without advertising, under an exigency of the service which existed prior to the order and would not admit of the delay incident to advertising.
4. Without advertising in accordance with necessary to purchase land for maintenance of
5. Without advertising, it being impracticable to secure competition because of Isla Lateral

(Here state circumstances under which the securing of competition was impracticable)

AWARD OF CONTRACT

- A. To lowest bidder as to price (Expenditures).
- B. To other than the lowest bidder as to price (Expenditures).
- C. To highest bidder as to price (Receipts).
- D. To other than the highest bidder as to price (Receipts)

CERTIFICATE

I CERTIFY that the foregoing statement is true and correct; that the agreement was made in consequence of No. 4 of the method of or absence of advertising and in accordance with award of contract lettered B, as shown above; that where lower bids (expenditure contracts) or higher bids (receipt contracts) as to price were received a statement of reasons for their rejection, together with an abstract of bids received, including all lower than that accepted in case of expenditure contracts and all higher in case of receipt contracts, is given below or on the reverse hereof or on a separate sheet attached hereto; that the articles or services covered by the agreement (expenditure) are necessary for the public service, and that the prices charged are just and reasonable.

L R Flock

(Signature of contracting officer)

Superintendent

(Title)

NOTE.—This statement and certificate will be used to support all agreements, both formal contracts and less formal agreements of whatever character, involving the expenditure or receipt of public funds. It must be executed and signed by the contracting officer (unless the award is made by or is subject to approval by an officer other than the contracting officer, when execution and signature may be made by such officer).

DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION

Rio Grande IRRIGATION PROJECT

REPORT ON LAND PURCHASE CONTRACT  
(SEE PAGES 251-267, VOL. I, OF MANUAL)

INFORMATION relating to land purchase contract made **Jan. 29, 1934** ~~192~~, with

**A.H. Karstendick and Beulah M. Karstendick**

1. State purpose for which the land is required.

**Maintenance Yala Lateral**

2. State description and *approximate area* of land to be conveyed.

**0.32 of an acre fully described in contract**

3. 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 has been issued.

**No public lands in Texas**

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

**A.H. Karstendick, Box 71, Yaleta, Texas**  
**Mrs. Beulah M. Karstendick, Box 71, Yaleta, Texas.**

5. 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 such lease, the date the tenant is to give up possession, and state clearly whether any arrangement has been made with the tenant for the disposition of his affected interest.

**Owner in possession**

6. State whether land is subject to right of way by virtue of contract with water users' association, irrigation district, or other agreement.

**No**



7. State how much of the land is under cultivation, to what kind 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 on the land, such as buildings; *also the amounts and values of the several classes of land.*

**Land in alfalfa**

8. 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.

**Franklin Canal and Yala Lateral**

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

**Suburban property - uncultivated \$350 to \$400**

10. 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.

**The contractors will derive no benefits. The taking of the 0.32 of an acre reducing the acreage of a small tract highly improved.**

Dated **March 30, 1934**

rx12

(Signature) **Geo. W. Hoadley**

(Title) **Right of Way Agent**

*In Charge of Negotiations.*

Approved:

**L. R. Flock**

~~Superintendent~~  
**Superintendent**