

780

U.S. DEPT. OF JUSTICE
FEDERAL BUREAU OF INVESTIGATION
WASHINGTON, D.C. 20535

WARRANTY DEED

YSIA LATERAL DITCHRIDERS QUARTERS (219)

0023-0074-0042-00

13-(12) Texas

78

MAD

DEED WITHOUT WARRANTY

THE STATE OF TEXAS I
COUNTY OF EL PASO I

ROJAS R
Nov 28, 1969

KNOW ALL MEN BY THESE PRESENTS:

That the UNITED STATES OF AMERICA, acting by and through the Administrator of General Services (hereinafter sometimes called "Grantor"), under and pursuant to the powers and authority contained in the provisions of the Federal Property and Administrative Services Act of 1949 (63 Stat. 377, 40 U.S.C. § 471 et seq.), as amended, and rules, orders and regulations issued pursuant thereto, in consideration of the sum of FIVE THOUSAND SIX HUNDRED FIFTY-FIVE and 95/100 DOLLARS (\$5,655.95), paid and to be paid, as hereinafter set forth by ROBERT R. ROJAS of Clint, Texas, (hereinafter sometimes called "Grantee") does by these presents bargain, sell, grant and convey, without warranty, express or implied, unto the said Grantee, ROBERT R. ROJAS, his heirs and assigns, the following described property, to-wit:

A tract of land, lying and situate in the Socorro Grant, El Paso County, Texas, being also within Tract 10B1, Block 8, as shown on the official plat of Socorro Grant and of record in the office of the County Clerk of said county and state, being more particularly described by metes and bounds as follows:

BEGINNING at a point on the southerly right-of-way line of the Rio Vista Road, formerly known as Poor Farm Road, being also the north-easterly corner of Tract 10B1, Block 8, Socorro Grant; from whence an iron marker on the center line of the Farm-Market Road No. 76, also known as North Loop Road, bears North seventy-nine degrees twenty-six minutes East (N79°26'E), a distance of one thousand six hundred sixteen and eight tenths (1616.8) feet and North forty-nine degrees thirty-three minutes nine seconds East (N49°33'09"E), a distance of twenty-five and nine hundredths (25.09) feet;

THENCE, South twenty-eight degrees zero minutes East (S28°00'E), a distance of three hundred seventy-seven and no tenths (377.0) feet;

THENCE, North sixty-one degrees thirty minutes West (N61°30'W), a distance of five hundred seventy-one and no tenths (571.0) feet to a point on the southerly right-of-way line of the Rio Vista Road;

THENCE, along the southerly right-of-way line of the Rio Vista Road North seventy-nine degrees twenty-six minutes East (N79°26'E) a distance of three hundred thirty and six tenths (330.6) feet to the

Filed for record 4-8-69 under File No. 88784 and recorded in Book 245, Page 114 of the Deed Records of El Paso County, Texas

NO COPIES

B-245-P-1114

point of beginning, said tract of land containing one and thirty-six hundredths (1.36) acres, more or less, all as shown on Drawing No. 23-503-7329, attached hereto and made a part hereof, being also a part of that tract of land deeded to the United States of America by R. W. McGee and Dixie P. McGee, his wife, by that certain Warranty Deed dated the 17th day of January, 1935, and recorded in Volume 594 on Page 110 of the records of El Paso County, Texas.

TOGETHER with improvements thereon consisting of a four-room adobe house, garage-storeroom and water well equipped with electric pressure pump system.

Said property transferred hereby was duly declared to be surplus and was assigned to the Administrator of General Services for disposal pursuant to said Federal Property and Administrative Services Act of 1949, as amended, and applicable rules, orders and regulations.

TO HAVE AND TO HOLD THE foregoing described premises, together with all and singular the rights, privileges and appurtenances thereto in anywise belonging unto the said Grantee, ROBERT R. ROJAS, his heirs and assigns forever, subject to existing easements for public roads and highways, public utilities and pipelines, if any.

The aforesaid sum of FIVE THOUSAND SIX HUNDRED FIFTY-FIVE AND 95/100 DOLLARS (\$5,655.95), being the same monetary consideration of this conveyance, is partly paid and partly payable as follows:

1. The sum of ONE THOUSAND FOUR HUNDRED FOURTEEN AND 03/100 DOLLARS (\$1,414.03), cash in hand paid, the receipt of which is hereby acknowledged.

2. The sum of FOUR THOUSAND TWO HUNDRED FORTY-ONE AND 92/100 DOLLARS (\$4,241.92), with interest from date at the rate of six and one-half per cent (6-1/2%) per annum to be paid as provided in a certain Vendor's Lien Note, executed and delivered by Grantee to the Grantor. Said note is of even date herewith and is payable to the order of the United States of America at the Regional Office of General Services Administration in the City of Fort Worth, Tarrant County, Texas, or at payee's option, at any other place in the State of Texas designated by Payee. The principal of this note is payable in thirty-two (32) successive quarter-annual installments, each in the amount of ONE HUNDRED

THIRTY-TWO AND 56/100 DOLLARS (\$132.56), all exclusive of interest. The first of said installments shall be due and payable on the first day of June, 1969, and the remaining installments shall be due and payable on or before the first day of September, December, March and June thereafter until the whole of said principal sum of \$4,241.92 is paid in full.

Interest on said note is due and payable as accrued upon the unpaid balance of principal on the respective and particularly specified maturity dates and at the time of paying said installments of principal. Said note contains an acceleration clause and provides for attorney's fees. Reference is made to said note for further description.

The Vendor's Lien is expressly retained against the property herein conveyed for the benefit of the holder or holders of the aforesaid Vendor's Lien Note until the said Vendor's Lien Note is fully paid and discharged according to the tenor and reading of said Vendor's Lien Note, when this conveyance shall become absolute; and as further security for the payment of said Vendor's Lien Note, a Deed of Trust is this day given by Grantee to JOHN M. McGEE, Trustee, and to his successor or substitute, for the benefit of the holder or holders of said Vendor's Lien Note.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed on this 28th day of March, 1969.

UNITED STATES OF AMERICA
Acting by and through the
Administrator of General Services

By /s/ John M. McGee
JOHN M. McGEE
Regional Administrator, Region 7
General Services Administration
Fort Worth, Texas

WITNESSES:

/s/ Mona L. Applewhite

/s/ Dolores D. Mayfield

THE STATE OF TEXAS

I

COUNTY OF TARRANT

I

BEFORE ME, a Notary Public in and for Tarrant County, State of Texas, on this day personally appeared JOHN M. McGEE, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the Regional Administrator, Region 7, General Services Administration, Fort Worth, Texas, and acknowledged to me that the same was the act and deed of the United States of America and of the Administrator of General Services, and that he executed the same as the act of the United States of America and of the Administrator of General Services for the purposes and consideration therein expressed and in the capacity therein stated.

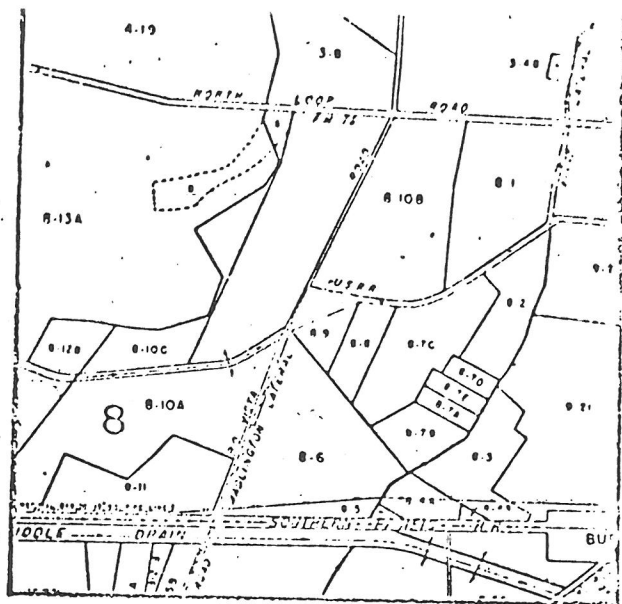
GIVEN UNDER MY HAND AND SEAL OF OFFICE at Fort Worth, Texas, this

2nd day of April, 1969.

/s/ Shirley M. Thomas

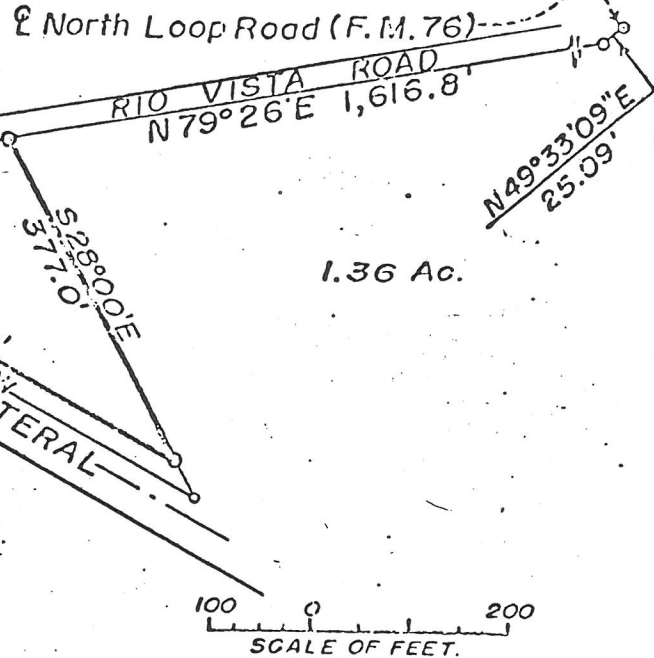
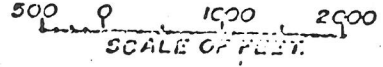
Notary Public in and for Tarrant
County, Texas

(S E A L)



LOCATION PLAT

TRACT 1001, BLOCK 0, SOCORRO GRANT
 EL PASO COUNTY, TEXAS
 SURVEY APPROVED BY COMMISSIONERS' COURT ON JANUARY 13, 1950



⊕ ALWAYS THINK SAFETY

UNITED STATES
 DEPARTMENT OF THE INTERIOR
 BUREAU OF RECLAMATION
 RIO GRANDE PROJECT-N. MEX.-TEXAS
EXCESS RIGHT-OF-WAY
YSLA LATERAL
 SITE FOR DITCHRIDER'S HOUSE

DRAWN E.R.J. SUBMITTED *H. P. ...*
 TRACED ... RECOMMENDED *H. P. ...*
 CHECKED *H. P. ...* APPROVED *J. W. ...*
 EL PASO, TEX. 3-25-68 23-505-7329

DEED OF TRUST

THE STATE OF TEXAS

COUNTY OF EL PASO

KNOW ALL MEN BY THESE PRESENTS:

I. That **ROBERT R. ROJAS, Clint, Texas,**

hereinafter called "Grantor", whether one or more, for and in consideration of the sum of Ten Dollars (\$10.00) in hand paid by

JOHN M. McGEE

hereinafter called "Trustee", and so acting herein, receipt of which consideration is hereby acknowledged, and the further consideration, uses, purposes and trust herein set forth and declared, has granted, bargained and sold and by these presents does grant, bargain, sell and convey unto the said Trustee but without warranty express or implied except as hereinafter set forth, and to his successors or substitutes, in the trust hereby set forth, all the property set out and described in EXHIBIT A hereof, together with all and singular the tenements, hereditaments, and appurtenances to and personal property upon the above described property belonging or in anywise appertaining thereto, including all buildings and improvements of every kind, character and description attached thereto and used in connection therewith, with any and all replacements thereof, or additions thereto, which shall be deemed to be fixtures and a part of the realty as between the parties hereto and all persons claiming by, through or under them, and shall be deemed a portion of the security for the indebtedness herein mentioned and secured by this Deed of Trust, and all of the property so mentioned is hereinafter designated as mortgaged property, it being the intention to include herein all that property described and conveyed to Grantor herein by a certain deed with Vendor's Lien of even date from the United States of America, acting by and through the Administrator of General Services, hereinafter sometimes called "Beneficiary".

TO HAVE AND TO HOLD the above described property, together with all the said rights, hereditaments, fixtures and appurtenances thereto, unto the said Trustee, his successors and substitutes, in trust, forever.

The Grantor covenants with said Trustee and Beneficiary that Grantor is lawfully seized in fee of the mortgaged property; that said property is free from all encumbrances and liens whatsoever, except such as are hereinafter specifically referred to; that Grantor has a good and legal right to sell and convey the same to Trustee; and Grantor will execute, acknowledge and deliver or cause to be executed, acknowledged and delivered all and every such further assurances in law for the better assuring, conveying, assigning and transferring unto said Trustee, all and singular the mortgaged property hereby conveyed, assigned or transferred, or intended so to be, or which Grantor may be or hereafter become bound to convey, assign or transfer to Trustee in such manner as either the Trustee or Beneficiary hereunder shall require.

This conveyance is made in trust, however, to secure and enforce the payment of a certain obligation and indebtedness owing by Grantor to United States of America, as set forth and described in EXHIBIT B hereof, and hereinafter referred to as said indebtedness.

(EXHIBIT A AND EXHIBIT B FOLLOW)

Filed for record 4-8-69 under File No. 88785
and recorded in Book 245, Page 1120 of the Deed
of Trust Records of El Paso County, Texas

Property in the County of El Paso, State of Texas, to-wit:

A tract of land lying and situate in the Socorro Grant, El Paso County, Texas, being also within Tract 10B1, Block 8, as shown on the official plat of Socorro Grant and of record in the office of the County Clerk of said county and state, being more particularly described by metes and bounds as follows:

BEGINNING at a point on the southerly right-of-way line of the Rio Vista Road, formerly known as Poor Farm Road, being also the northeasterly corner of Tract 10B1, Block 8, Socorro Grant; from whence an iron marker on the center line of the Farm-Market Road No. 76, also known as North Loop Road, bears North seventy-nine degrees twenty-six minutes East ($N79^{\circ}26'E$), a distance of one thousand six hundred sixteen and eight tenths (1616.8) feet and North forty-nine degrees thirty-three minutes nine seconds East ($N49^{\circ}33'09''E$), a distance of twenty-five and nine hundredths (25.09) feet;

THENCE, South twenty-eight degrees zero minutes East ($S28^{\circ}00'E$), a distance of three hundred seventy-seven and no tenths (377.0) feet;

THENCE, North sixty-one degrees thirty minutes West ($N61^{\circ}30'W$), a distance of five hundred seventy-one and no tenths (571.0) feet to a point on the southerly right-of-way line of the Rio Vista Road;

THENCE, along the southerly right-of-way line of the Rio Vista Road North seventy-nine degrees twenty-six minutes East ($N79^{\circ}26'E$) a distance of three hundred thirty and six tenths (330.6) feet to the point of beginning, said tract of land containing one and thirty-six hundredths (1.36) acres, more or less, all as shown on Drawing No. 23-503-7329, attached hereto and made a part hereof, being also a part of that tract of land deeded to the United States of America by R. W. McGee and Dixie P. McGee, his wife, by that certain Warranty Deed dated the 17th day of January, 1935, and recorded in Volume 594 on Page 110 of the records of El Paso County, Texas.

VENDOR'S LIEN NOTE

\$ 4,241.92

28 March 1969

(Date)

FOR VALUE RECEIVED, the undersigned, Robert R. Rojas, Clint, Texas,

promise(s) to pay to the order of the United States of America, at the Regional Office of General Services Administration in the City of Fort Worth, Tarrant County, Texas, or at any other place in the State of Texas, designated by Payee, the sum of FOUR THOUSAND TWO HUNDRED FORTY-ONE AND 92/100 (\$ 4,241.92) DOLLARS, with interest thereon from date hereof at the rate of six & one-half (6-1/2%) per cent per annum, payable hereinafter set forth.

The Principal of this note is payable in thirty-two (32) successive quarter-annual installments each in the amount of ONE HUNDRED THIRTY-TWO AND 56/100 (\$ 132.56) DOLLARS the first of which installments shall be due and payable, and shall be paid on or before June 1, 1969, and the remaining installments shall be due and payable on the first day of each month of September, December, March and June thereafter until the whole of said principal sum hereof is paid in full.

The interest on this note shall be due and payable as accrued upon the unpaid balance of said principal sum on the respective and particularly specified maturity dates of the aforesaid promised installments of principal and shall be paid on or before and to said dates and at the time of paying each of said installments and as sums clearly identified as interest payments in addition to the amounts of each of said installments.

Additional payments of principal, together with interest accrued to date of any such payment, may be made at any time and from time to time, and such additional payment of principal to be applied to payment of the aforesaid promised installments in inverse order of maturity, and interest thereafter shall cease to accrue on so much of principal as shall have been paid.

This note is given in part payment for that certain tract(s) of land consisting of 1.36 acres, located in Tract 10B1, Block 8 of the Socorro Grant, County of El Paso, State of Texas, known as the Ysla Ditchrider's Quarters,

and to secure payment of this note according to the tenor hereof, a Vendor's Lien is retained in said conveyance, and as further security for the payment hereof, a Deed of Trust is this day given to JOHN M. McGEE, Trustee, and to his successor or substitute, for the legal holder hereof.

Failure to pay this note, or any installment of principal, as above promised, or any interest hereon, when due, or failure to perform or fulfill any the covenants, conditions, or obligations of said Deed of Trust; or the filing of a petition for a receiver for benefit of creditors, or a petition in bankruptcy by or against the maker, shall, at the election of the legal holder of this note and without notice, immediately mature this note, and the whole amount principal then unpaid, together with accrued interest, shall immediately be and become due and payable, and the Vendor's Lien or Deed of Trust herein mentioned, either or both, shall become subject to foreclosure proceedings, as the legal holder of this note may elect.

If this note is not fully paid at maturity or when matured for any cause and is placed in the hands of an attorney for collection, or if collected by suit or through receivership or bankruptcy proceedings, then, in any such event, the undersigned promises to pay to the legal holder of this note, reasonable attorney's fees and all other costs of collection.

The maker, sureties, endorsers and guarantors of this note hereby severally waive presentment for payment, notice of non-payment, protest and notice of protest and diligence of bringing suit against any party thereto, and consent that time of payment may be extended without notice thereof to any of the sureties or endorsers on this note.

/s/ Robert R. Rojas

ROBERT R. ROJAS

EXHIBIT B

II. (1) FUTURE ADVANCES: This Deed of Trust shall not only secure the said indebtedness above described, but all funds hereafter advanced by Beneficiary to the Grantor for the benefit or account of Grantor pursuant to any covenant or agreement herein contained. Money advanced by the Beneficiary for the benefit or account of Grantor, as herein provided, as well as all other indebtedness hereafter owing by Grantor to Beneficiary, shall be payable to the Beneficiary at the same place that the said indebtedness above described is payable, and shall bear interest at the same rate per annum that said indebtedness bears from date of accrual of said indebtedness until paid. All funds advanced by the Beneficiary to the Grantor or for the benefit or account of Grantor as herein provided, shall be payable immediately, without demand, to the Beneficiary.

(2) RENEWAL AND EXTENSION: This Deed of Trust shall also secure in addition to the indebtedness above described herein, all notes given in renewal and extension of any such indebtedness, without the execution by the Grantor of any additional extension agreement or renewal Deed of Trust; provided, however, that the Beneficiary shall not be obligated in any respect to renew or extend said indebtedness or any part thereof.

III. For the purpose of securing the payment of any and all of the indebtedness secured hereby, Grantor hereby covenants and agrees with Beneficiary and the said Trustee as follows:

(1) TAXES, ETC.: Grantor will, while any of the indebtedness secured hereby remains unpaid, pay, at least ten days before they become delinquent, all taxes (both general and special), assessments and governmental charges lawfully levied or assessed against the mortgaged property or any part thereof; will promptly furnish the Beneficiary or holder of the indebtedness secured hereby the receipts showing such payments except when payments are made by Beneficiary as hereinafter provided; and will allow no payment of any taxes, assessments or governmental charges by a third party with subrogation attaching, nor permit the mortgaged property, or any part thereof, to be sold or forfeited for any tax, assessment or governmental charge whatsoever. Any irregularities or defects in the levy or assessments of taxes, assessments and governmental charges paid by the Beneficiary are hereby expressly waived and receipt by the proper officer shall be conclusive evidence both as to the amount and validity of such payments.

(2) INSURANCE: Grantor will keep the buildings and other insurable property, now or hereafter erected or placed in or on said mortgaged property, insured as required by the Beneficiary against loss or damage by fire and other hazards, casualties and contingencies, and will carry any other kinds of insurance in such amounts and for such periods as may from time to time be required by the Beneficiary, and not less than five days prior to the expiration of any policy of insurance, Grantor will deliver to Beneficiary renewal or new policies in like amounts covering the same risks. All insurance shall be carried in insurance companies approved by the Beneficiary, and the policies shall include a provision making loss payable to the General Services Administration for the account of all interests, together with a provision that the insuring company shall notify the General Services Administration thirty (30) days prior to any reduction in or cancellation of such insurance. All policies of insurance shall be delivered to and held by Beneficiary, and Grantor will pay promptly when due all premiums for such insurance. Should any loss occur to insured property, the Beneficiary is hereby appointed attorney in fact for the Grantor to make proof of loss if Grantor fails to do so promptly, and to sign all checks and to receipt for any sums collected under said policies, which said sums, or any part thereof, at the option of the Beneficiary may be applied as payment on the debts hereby secured, or to the restoration or repair of the property so destroyed or damaged. Grantor promptly will give notice by mail to the Beneficiary of any loss or damage to the mortgaged property and will not adjust or settle such loss without the written consent of Beneficiary. In the event of foreclosure of this Deed of Trust by court action or under power of sale, all right, title and interest of Grantor in and to any insurance policy then in force, shall pass to the purchaser at the foreclosure sale and Beneficiary is hereby appointed attorney in fact for the Grantor to assign and transfer said policies.

(3) REPAIRS AND IMPROVEMENTS. Grantor will maintain the mortgaged property free from waste or nuisance of any kind and in good condition, and make all repairs, replacements, improvements and additions which may be necessary to preserve and maintain the mortgaged property and the value thereof; will comply with all laws, ordinances and regulations affecting said property, or its use; will not alter, destroy or remove any of the buildings, improvements, or property covered by this Deed of Trust or permit the same to be altered, destroyed or removed, or used for any purpose other than that for which it is now used, without first obtaining the permission in writing of the Beneficiary; will complete in a good workmanlike manner any building which is being or may be constructed or repaired thereon; will pay when due all claims for labor performed and material furnished, and will not permit any lien of mechanics or materialmen to attach to the mortgaged property. The Grantor will permit Beneficiary, its agents or representatives, to inspect the mortgaged property at any time.

(4) ASSIGNMENT OF INCOME UPON DEFAULT. As additional security for the payment of the indebtedness herein described, Grantor hereby assigns to Beneficiary all the rents, revenues, royalties, bonuses and delay rentals accruing under all leases, including oil, gas and mineral leases or extensions or renewals thereof now on said property, and the lessee or assignee or sublessee is hereby directed, on production of a certified copy of this Deed of Trust, to pay said income to the Beneficiary; this provision to be exercised at the option of the Beneficiary only upon default in the terms and conditions of this Deed of Trust or the Note hereby secured and to terminate upon the payment of said indebtedness. Grantor further agrees, upon request of Beneficiary, to execute any additional instrument of assignment that may be necessary to enable Beneficiary to collect and receipt for said income. All such income so assigned shall be credited on the indebtedness hereby secured, less a reasonable amount, as determined by Beneficiary, for collection expenses.

(5) POSSESSION AND RENTS UPON DEFAULT. Upon default in payment of the Note hereby secured Beneficiary shall be entitled to enter and take possession of the property covered hereby; at Beneficiary's option, to manage, control, operate and rent the same; to collect any rents or profits therefrom of any sort due, or becoming due, to Grantor; and to have a receiver appointed for any or all of the above purposes if suit is brought for the foreclosure for this Deed of Trust. Any collections so made are to be credited first on interest and then on the principal of the indebtedness hereby secured. If Beneficiary elects to take possession of said property, Beneficiary shall not be liable for damages to any person arising from the condition of the premises during the time that Beneficiary has possession or is collecting the rents and revenues but such damages, if any, shall be the obligation of Grantor, and Grantor agrees to save Beneficiary harmless in such event.

(6) ACCELERATION OF INDEBTEDNESS. Should the Grantor fail to pay, as hereinabove stipulated, all taxes, assessments, liens or governmental charges; or when due, any other charges or amounts of any kind herein assumed or agreed to be paid by the Grantor under the terms of this Deed of Trust, or to insure the property and pay the premiums therefor, then the Beneficiary may, at its option, either pay, or not pay, any such unpaid taxes, assessments, liens, governmental charges, any other charges or amounts, and insure, or not insure, mortgaged property and pay the premium therefor, and whether or not it makes any such advances, it may without notice, at its option, declare the whole indebtedness then unpaid and all interest then accrued which are secured by this Deed of Trust to be due and payable. All taxes, assessments, liens, governmental charges, insurance premiums or other items paid by Beneficiary, and all necessary expenses incurred in connection therewith, or in seeking to have this Deed of Trust reformed by judicial proceedings because of mistake, where necessary in the opinion of the Beneficiary, shall constitute a part of the indebtedness secured by this Deed of Trust and be immediately due and payable without demand.

(7) **INSOLVENCY.** In the event any party liable for the indebtedness secured hereby, or any part thereof, files a voluntary petition in bankruptcy, makes an assignment for the benefit of any creditor, or is declared bankrupt or insolvent; or if a debtor's or creditor's petition affecting the mortgaged property, filed pursuant to the provisions of the Bankruptcy Act of 1938 as amended, is approved; or if the mortgaged property is placed under control or in the custody of any court; or if Grantor abandons any of the mortgaged property, then, in any of said events, the whole indebtedness hereby secured, being the principal then unpaid and the interest then accrued, shall, at the option of the Beneficiary become immediately due and payable.

(8) **CONDEMNATION.** All judgments, decrees and awards for injury or damage to the mortgaged property and all awards pursuant to proceedings for condemnation thereof are hereby assigned in their entirety to Beneficiary who may apply the same to the indebtedness secured hereby, in such manner as it may elect, and Beneficiary is hereby authorized in the name of Grantor to execute and deliver valid acquittances for, and to appeal from, any such award, judgment or decree.

IV. (1) **PAYMENT AND RELEASE.** Now, if Grantor shall make, when due, all payments provided for in EXHIBIT B hereof; shall pay all sums expended or advanced by Beneficiary hereunder; shall pay all other indebtedness hereby secured; and keep and perform all of the covenants, conditions and agreements herein set out; then this conveyance shall become null and void and be released upon demand at the cost and expense of Grantor; otherwise it shall remain in full force and effect. Any release of the entire indebtedness hereby secured shall also serve to release any assignment of income made by Grantor as additional security.

(2) **FORECLOSURE.** But in case Grantor defaults in the prompt payment of the said indebtedness, or any installment thereof, or any interest thereon when due, or in case of the failure or default on the part of the Grantor to keep or perform any of the covenants or agreements herein contained, or on the failure immediately to repay advances made to, or amounts expended for, the benefit of the said Grantor by Beneficiary, as herein provided, or on failure to pay when due all other indebtedness hereby secured, the whole of the principal indebtedness secured hereby then remaining unpaid, together with interest then earned, at the option of the Beneficiary or the legal or equitable owner or holder thereof, shall become immediately due and payable, and at the request of said Beneficiary or the holder of said indebtedness, said Trustee, or his successor or substitute appointed hereunder, is hereby authorized and empowered to sell the mortgaged property at public auction to the highest bidder for cash at the door of the Court House in the county where such property is situated, between the hours of ten o'clock in the morning and four o'clock in the afternoon, on the first Tuesday of any month, after advertising the time, place and terms of said sale, and the property to be sold, by posting for at least twenty-one (21) consecutive days next before the date of sale written or printed notices thereof at three public places in said County; one of which shall be at the door of the Court in said County in which the mortgaged property is located. If the mortgaged property is located in more than one county, said notice shall be posted in the manner aforesaid, in each or all of said counties, and shall specify in which county and at what time and place said property shall be sold. The legal owner or owners of the indebtedness secured hereby, or any part thereof, shall have full, free and unrestricted right to purchase said property, or any part thereof, or any interest therein, if they be the highest bidder therefor at such sale.

(3) **MANNER OF SALE.** It is hereby agreed that the said Trustee, or his successor or substitute, may sell said mortgaged property either as a whole, or in lots or parcels as may seem expedient to either said Trustee or the Beneficiary (all rights to a marshalling of the assets of the Grantor, including the property hereinabove described, being expressly and specifically waived herein by Grantor) and after said sale as aforesaid, said Trustee, or his successor or substitute, shall make, execute and deliver to the purchaser or purchasers thereof, good and sufficient deed or deeds to the property so sold in fee simple, and shall receive the proceeds of said sale and out of same shall make application thereof as hereinafter provided, whether said property be sold as a whole or in lots or parcels. It is further specifically agreed that should the said Trustee, his successor or substitute, elect to sell said property in lots or parcels separately, in any such event the effect and validity of this instrument shall remain in full force and effect as to the remaining unsold portion or portions of said property, and the said Trustee, his successors or substitutes, shall have the right to exercise his privileges and powers under this instrument to advertise or readvertise any remaining unsold lots or parcels of said property on any subsequent sale date from time to time until the property herein mortgaged has all been sold, or until the entire indebtedness secured hereby is fully paid.

(4) **APPLICATION OF PAYMENTS.** The Trustee making any sale as herein provided for shall receive the proceeds thereof and apply same in the following order:

- a. All the expenses of executing this trust, including a minimum fee of Ten Dollars (\$10.00) to the Trustee, but if the mortgaged property sells for more than Five Hundred Dollars (\$500.00) then in lieu of the minimum fee a commission of five per cent (5%) of the amount received in cash, but in no event to exceed a maximum of Fifty Dollars (\$50.00) to the Trustee;
- b. All sums, if any, which have been expended, advanced or paid by the Beneficiary or the legal holder of the indebtedness hereby secured, including attorneys' fees;
- c. The full amount of interest due to the date of sale;
- d. The amount of principal due, if the proceeds of such sale be sufficient;
- e. And the remainder, if any, shall be paid over to the Grantor herein, or Grantor's heirs, successors or assigns.

(5) **POSSESSION.** In the event of a foreclosure under the powers herein granted, the Grantor or any person, firm, co-partnership or corporation, in possession of the mortgaged property under the Grantor shall thereupon become and be a tenant at will of the purchaser at such foreclosure sale, and should such tenant refuse to surrender possession of said property on demand, the purchaser shall thereupon be entitled to institute and maintain the statutory action for forcible entry and detainer and procure a writ of possession thereunder.

(6) **RECITALS.** It is expressly agreed, understood and stipulated that the recitals in any conveyance to any purchaser or purchasers under any sale made by the Trustee, his successor or substitute, under this Deed of Trust shall be full evidence of the truth of the matters therein stated and it shall be conclusively presumed that all prerequisites to a valid sale hereunder have occurred and have been performed as herein provided.

(7) **ATTORNEY'S FEES.** If the indebtedness secured hereby shall be collected by legal proceedings or through the probate or bankruptcy court, or shall be placed in the hands of an attorney for collection after its maturity, whether matured by the expiration of time or by the exercise of the option given the Beneficiary to mature it, the Grantor promises to pay reasonable attorney's fees and all other costs of collection to the holder of said note, which shall be a part of the indebtedness secured hereby.

(8) **SUBSTITUTE TRUSTEE.** In case of the death of the Trustee hereof or of any substitute Trustee appointed hereunder, or the refusal, failure or inability of any Trustee or any substitute Trustee for any reason to act hereunder, or in the event Beneficiary shall deem it desirable to remove without cause the Trustee or any substitute Trustee and appoint another to execute this trust, then in either or any of said events Beneficiary shall have the right, and is hereby authorized and empowered to appoint by instrument in writing a substitute Trustee in lieu of the Trustee herein named, or in lieu of any substitute Trustee, who shall thereupon become invested with and succeed to all the title, power and duties hereby conferred upon the Trustee named herein, the same as if said substitute Trustee had been named original Trustee by this instrument.

(9) **ADDITIONAL SECURITY.** It is expressly agreed that no security subsequently taken by any holder of the indebtedness secured hereby shall in any manner impair or affect the security given by this instrument; and that all security for the payment of the indebtedness secured hereby shall be taken, considered and held as cumulative, and that the taking of additional security shall at no time release or impair any security by endorsement or otherwise previously given for the payment of said indebtedness.

(10) **FOREBEARANCES.** Beneficiary may at any time and without notice deal in any way with Grantor, or grant to Grantor any indulgences or forebearances or any extensions of the time for payment of any indebtedness secured hereby, or may release portions of the mortgaged property from the lien hereof, without affecting the personal liability of any person for the payment of the indebtedness secured hereby or by the lien of this Deed of Trust upon the remainder of the mortgaged property for the full amount of the indebtedness then remaining unpaid.

(11) **CUMULATIVE RIGHTS.** Every right and remedy provided in this Deed of Trust shall be cumulative of every other right or remedy of Beneficiary, whether herein or by law conferred, and may be enforced concurrently therewith; and no acceptance of the performance of any obligations as to which Grantor shall be in default, or waiver of performance of any obligation, shall be construed as a waiver of the same or any other default then, thereto or thereafter existing.

(12) **LIMITATION ON INTEREST RATE.** In no event shall Grantor or any party liable for the indebtedness described herein be required to pay interest in excess of the rate allowed by the laws of the State of Texas, it being the intention of the parties to conform strictly to the usury laws now in force and the above described note or the contract for interest shall be held to be subject to reduction to the amount allowed under said usury laws as now or hereafter construed by the courts having jurisdiction.

(13) **DEFINITION OF TERMS.**

a. The terms used to designate any of the parties herein, shall be deemed to include the heirs, representatives, successors and assigns of such parties; and the term Beneficiary shall also include any lawful owner, holder or pledgee of any indebtedness secured hereby, and also the appropriate agencies of the United States of America or their successors in function.

b. Whenever the context hereof requires, reference herein made to the singular number shall be understood as including the plural, and likewise the plural shall be understood as including the singular; words denoting sex shall be construed to include the masculine, feminine and neuter, when such construction is appropriate; and specific enumeration shall not exclude the general but shall be considered as cumulative.

(14) **FINANCIAL REPORTS.** Grantor will, while any of the indebtedness secured hereby remains unpaid, if requested by the Beneficiary, submit to Beneficiary annual audit reports prepared by independent auditors within ninety (90) days after the end of each fiscal year of Grantor, and submit, if requested by Beneficiary, an interim quarterly or semi-annual balance sheet and profit and loss statements.

(15) **SALE OR LEASE OF PROPERTY.** Grantor shall not sell or lease the mortgaged property or any part thereof or interest therein, nor lease the same for oil, gas or other minerals, until full payment is made of the indebtedness hereby secured, without first obtaining the written authorization of Beneficiary. Beneficiary agrees that, upon written application made by the Grantor, subject to provisions of this paragraph, it will release from the mortgage such portions of the property as may be desired from time to time by the Grantor if Grantor is not delinquent with respect to any installment of principal or interest and in good standing in the performance of other obligations of the security instruments. Each application submitted shall include a plat of the property showing the portion sought to be released, together with metes and bounds description. The current fair market value of that portion of the property which is to remain as security for the indebtedness after such release shall be established at that time by the Beneficiary. The requested release will be granted if, as of the effective date of the release, the remaining unpaid balance of the indebtedness does not exceed eighty percent (80%) of the current fair market value of the property to remain as security for the indebtedness. Any payment made for the purpose of reducing the unpaid balance of the indebtedness to the said eighty percent (80%) figure in order to obtain the release shall be applied against the balance of the indebtedness in the inverse order of maturity. The Grantor shall pay to the Beneficiary any appraisal, survey, or other out-of-pocket expenses deemed to be necessary by the Beneficiary in connection with the request for release. Any releases which may be sought by the Grantor and which are not within the scope of this provision may be considered and granted at the sole discretion of the Beneficiary under the statutory authority to deal with such credit transactions.

(16) **PARTIAL INVALIDITY.** The unenforceability or invalidity of any one or more provisions or clauses of this Deed of Trust shall not render any other provisions or clauses herein contained unenforceable or invalid.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed this 28th day of March, 1969.

/s/ Robert R. Rojas
ROBERT R. ROJAS

ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF EL PASO

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared ROBERT R. ROJAS

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 28th day of March 1969

/s/ Elfidia P. Chavez

(SEAL) My Commission Expires:
1 June 1969.

Notary Public, El Paso
County, Texas



IN REPLY
REFER TO: 5-800

UNITED STATES
DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
REGIONAL OFFICE - REGION 5
P. O. BOX 1609
AMARILLO, TEXAS 79105

APR 23 1969

YSLA DITCHRIDER'S QTRS.

BUREAU OF RECLAMATION El Paso, Texas	
Rec'd APR 24 1969	
Route to:	Initials
Proj. Supt.	<i>JL</i>
<i>Smock</i> Engr. Div.	<i>WSP</i>
Power Div.	
Admin. Serv. Div.	<i>J</i>
<i>Wynes</i>	<i>WSP</i>

To: Project Superintendent, El Paso, Texas

From: Regional Director

Subject: Sale of 1.36 Acres of Land and One Building Located in El Paso County, Texas, to Mr. Robert R. Rojas

We are enclosing a copy of Deed without Warranty dated March 28, 1969, and a copy of Deed of Trust dated March 28, 1969, conveying subject property to Mr. Robert R. Rojas. Please allow him to have possession.

Also enclosed is a copy of GSA's Transaction Advice and a copy of the original land purchase contract.

Leon W. Hupp

Enclosures - 4

*Orig. Deed in Eng. R/W files.
JMS 4/24/69*

GENERAL SERVICES ADMINISTRATION
TRANSACTION ADVICE

GSA Control No. I-Tax-820

Holding Agency No. R5-RGP-68-4RP

Facility Name and Location Yala Ditchrider's Quarters

El Paso County, Texas

Property included in this Transaction 1.36 acres and one building

Name and Address of Purchaser Mr. Robert E. Rojas, Clint, Texas

Disposal Date 2/7/69

Effective Date 3/28/69

Type of Disposal:

Sale- GSA-R-622 - Sealed Bid (Contract No. G8-07-DR-(8)-90026)

Assignment to DHEW

Other

Reported Cost:

(a) Land \$ 500.00
(b) Betterments \$ 476.00
(c) Personalty \$ _____
(d) Total \$ 976.00

Disposal Data:

(a) Fair Value Less than \$ 10,000.00
(b) Amount of Discount \$ _____
(c) Net Sale Price \$ 5,655.95
(d) Terms:

(1) Cash on Closing

(2) Installment Terms
(8 years)

Enclosure(s) Deed Without Warranty and Deed of Trust, both dated 3/28/69.

ORIGINAL SIGNED
PAUL T. FLYNN
Paul T. Flynn
Signature

Realty Officer
Real Property Division
Title

April 16, 1969
Date

PIONEER

1967

EXEMPT

USA

TAX CERTIFICATE

THIS IS TO CERTIFY THAT THERE ARE NO TAXES DUE THE STATE OF TEXAS OR THE COUNTY OF EL PASO UPON THE FOLLOWING DESCRIBED REAL ESTATE, TO-WIT:

Tract 10-B-1 Block 8 Socorro Grant, El Paso County, Texas.

EXCEPT THE FOLLOWING, TO-WIT:

FOR THE YEAR	_____	\$ <i>none</i>
FOR THE YEAR	_____	\$ _____
FOR THE YEAR	_____	\$ _____
FOR THE YEAR	_____	\$ _____
FOR THE YEAR	_____	\$ _____
FOR THE YEAR	_____	\$ _____
FOR THE YEAR	_____	\$ _____
FOR THE YEAR	_____	\$ _____
FOR THE YEAR	_____	\$ _____
FOR THE YEAR	_____	\$ _____

THIS CERTIFICATE DOES NOT INCLUDE PERSONAL PROPERTY

WITNESS MY HAND AND OFFICIAL SEAL AT EL PASO, TEXAS, THIS SEP 3 1968

DAY OF _____ 19_____

C. R. TERRAZAS
ASSESSOR AND COLLECTOR OF TAXES OF THE
COUNTY OF EL PASO, TEXAS

BY *Ben Galton* DEPUTY

Acquisition File

WE HEREBY CERTIFY that, according to the Tax Certificate issued by C. R. Terrazas, Assessor and Collector of taxes of the County of El Paso, Texas, there are no taxes due on Tract 10-B-1, Block 8, Socorro Grant, El Paso County, Texas.

IN WITNESS WHEREOF, the Pioneer Abstract & Guarantee Title Company has executed this Certificate this 3rd day of September, 1968.

PIONEER ABSTRACT & GUARANTEE TITLE COMPANY
By: *N. W. Newman*
President

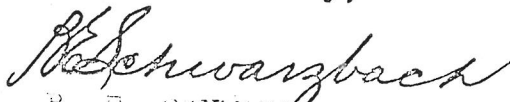
ATTEST:

[Signature]
Asst. Secretary

Interior Department
Page 2

Upon receipt of the Warranty Deed from R. W. McGee and wife to the U. S. A., we will be ready to issue the desired title policy showing the title vested in the United States of America, unencumbered, providing the 1934 taxes and water charges are paid at the time of the purchase of the debt.

Yours very truly,



B. E. SCHWARZBACH, Sec'y.

BES:m

619 First National Bank Bldg.,
El Paso, Texas

January 26, 1935.

From: District Counsel

To: Superintendent, El Paso, Texas.

Subject: Acquisition of land - Opinion of title to land described in contract dated October 17, 1934, between the United States and R. W. McGee and Dixie P. McGee, his wife; Area, 1.50 acre; Consideration, \$525.00; for site for ditch-
rider's quarters - Rio Grande project.

1. A good and sufficient 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 January 17, 1935, from R. W. McGee and Dixie P. McGee, his wife, to the United States, and by policy of title insurance No. 5484 of the Commercial Standard Insurance Co., Dallas, Texas, dated January 19, 1935, countersigned by their El Paso agent, N. H. Cillot, and bearing his file No. C/10173.

2. All taxes and water charges assessed up to and including the year 1934 appear to have been paid. While taxes in Texas become a lien as of the first of the taxable year, levies or assessments for the year 1935 have not been made and consequently taxes for the year 1935 have not attached to the property acquired by the United States.

3. The consideration named in the contract, namely \$525.00, may now be paid to the United States' grantors, R. W. McGee and Dixie P. McGee, Rt. 1, Box 68, Yalata, Texas, there being no deductions.

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

- - - -

Encl.

H. J. B. Davies.

cc - Commissioner
Chief Engineer

(11)

REPORT OF BOARD OF APPRAISAL

We the undersigned members of a board designated to fix value of 1.5 acres of land to be purchased by the United States from R. W. McGee and wife, Dixie F. McGee, described in land purchase contract dated October 17, 1934, find that the fair and reasonable value of said land is the sum of \$525.00, said tract of land to be used as site for ditchrider's quarters.

The 1.5 acres is out of a tract of land of 32.31 acres subject to construction charges. The total tract being assessed at \$2020.00, which is at the flat rate of \$60.00 per acre for farm land in the El Paso Valley.

T. D. Porcher

Representing the El Paso County Water
Improvement District No. 1

Ysleta, Texas

12/4/34

Geo. W. Hoadley

Representing the Bureau of Reclamation

El Paso, Texas.

December 5, 1934.

County Clerk,
El Paso, Texas.

Dear Sir:

Transmitted herewith is land purchase contract between the United States and R. W. and Dixie P. McGee to be recorded, billing the Bureau of Reclamation with recording fee. The cloth plat is for your files.

Very truly yours,

H. H. Berryhill,
Chief Clerk.

Encl.

619 First National Bank Bldg.,
El Paso, Texas

December 5, 1934.

Pioneer Abstract & Guarantee Title Co.,
315 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 Socorro Grant, El Paso County, Texas, and in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 8, Township 32 South, Range 7 East, Bureau of Reclamation Survey, being also within Tract 103, Block 8, as shown on plat of official resurvey of the Socorro Grant, said tract of land being more particularly described in land purchase contract dated October 17, 1934, between the United States and R. W. McGee and wife, Dixie P. McGee, the consideration named in such contract being \$525.00.

Very truly yours,

R. J. S. Devries,
District Counsel.

619 First National Bank Bldg.,
El Paso, Texas

December 5, 1934.

Pioneer Abstract & Guarantee Title Co.,
315 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 Socorro Grant, El Paso County, Texas, and in the NE $\frac{1}{4}$ SW $\frac{1}{4}$ of Section 8, Township 32 South, Range 7 East, Bureau of Reclamation Survey, being also within Tract 103, Block 8, as shown on plat of official resurvey of the Socorro Grant, said tract of land being more particularly described in land purchase contract dated October 17, 1934, between the United States and R. W. McGee and wife, Dixie P. McGee, the consideration named in such contract being \$525.00.

Very truly yours,

R. J. S. Devries,
District Counsel.

15

CERTIFICATE OF POSSESSION

I HEREBY CERTIFY that I have personally examined the land described in attached land purchase contract dated October 17, 1934, between The United States of America, and R. W. McGee and Dixie F. McGee, 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 22nd day of November, 1934.

Geo. W. Hoadley
Right of Way Agent
Bureau of Reclamation

CERTIFICATE OF POSSESSION

I HEREBY CERTIFY that I have personally examined the land described in attached land purchase contract dated October 17, 1934, between The United States of America, and R. W. McGee and Dixie P. McGee, 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 22nd day of November, 1934.

Geo. F. Hoadley
Right of Way Agent
Bureau of Reclamation

El Paso, Texas.

November 22, 1934.

Certificate by Project Superintendent

I hereby certify that the land described in attached land purchase contract dated October 17, 1934, between The United States of America and R. W. McGee and Dixie P. McGee, is required for purposes authorized by the Act of June 17, 1902 (32 Stat., 388), namely, as site for ditchriders quarters; that the consideration to be paid thereunder, namely, \$525.00, is reasonable and the lowest that could be obtained; and I recommend that the contract be approved.

L. E. Plock

Superintendent

Bureau of Reclamation

DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

116r-822

Rio Grande IRRIGATION PROJECT

LAND PURCHASE CONTRACT

THIS CONTRACT, made this 17th day of October, 1934, in pursuance of the act of June 17, 1902 (32 Stat., 388), and acts amendatory thereof or supplementary thereto between the UNITED STATES OF AMERICA, hereinafter styled the United States, by ~~represented by the officer executing this contract~~ Superintendent, Bureau of Reclamation,

~~thereunto duly authorized and subject to the approval of the proper supervisory officer thereof~~ and R. W. McGee

and Dixie P. McGee, his wife, hereinafter styled Vendor, of Socorro, County of El Paso, State of Texas

2. WITNESSETH, That for and in consideration of the mutual agreements herein contained, the parties hereto do covenant and agree as follows:

3. The Vendor shall sell and by good and sufficient general warranty deed, (General warranty, covenant against grantor, or quitclaim) convey to the United States, free of lien or encumbrance, the following-described real estate which is

th six homestead property, situated in the County of El Paso State of Texas, to wit:

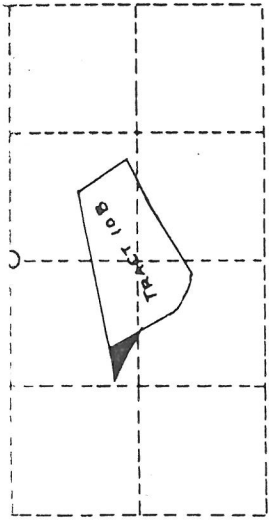
A tract of land lying and situate in the Socorro Grant, El Paso County, Texas, in the Northeast quarter Southwest quarter (NE¹/₄SW¹/₄) ^{Section 8} Township thirty-two (32) South Range seven (7) East Bureau of Reclamation Survey, being also within tract 10B block eight (8) as shown on plat official resurvey of the Socorro 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 southerly right of way line of the County Poor Farm Road, said right of way line being also the northerly property line of the land of the contractors and from which point an iron marker on the center line of the North Loop Road bears North seventy-nine degrees (79°) twenty-six minutes (26') East one thousand six hundred sixtson and eight tenths (1616.8) feet and North forty-nine degrees (49°) thirty-three minutes (33') nine seconds (09") East twenty-five and nine hundredths (25.09) feet; thence South twenty-eight degrees (28°) four minutes (04') East three hundred ninety-five and five tenths (395.5) feet to a point on the right of way line of the Ysla Lateral, which is the property of the United States; thence North sixty-one degrees (61°) thirty minutes (30') West along said Ysla Lateral right of way line five hundred ninety-eight and four tenths (598.4) feet to point of

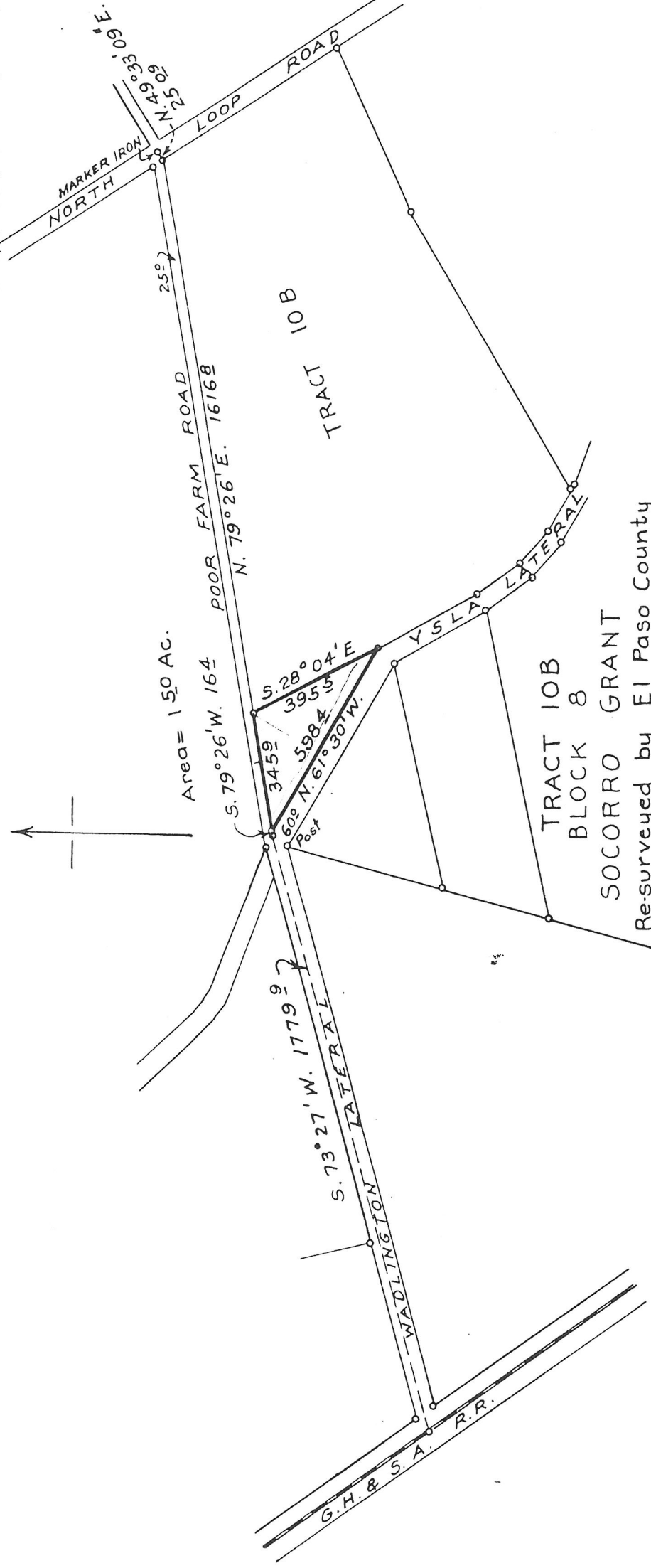
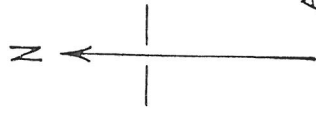
¹ Strike out clause regarding approval of supervisory officer if not applicable

Correct as to Engr. Data EWA

intersection of the southerly right of way line of the County Poor Farm Road, said point being also the most westerly property corner of the land of the contractors, and from which said point and corner the center line of the G.H. & S.A. Railroad bears South seventy-nine degrees (79°) twenty-six minutes ($26'$) West sixteen and four tenths (16.4) feet and South seventy-three degrees (73°) twenty-seven minutes ($27'$) West one thousand seven hundred seventy-nine and nine tenths (1779.9) feet; thence North seventy-nine degrees (79°) twenty-six minutes ($26'$) East along the southerly right of way line the County Poor Farm Road, said right of way line being also the northerly property line of the land of the contractors three hundred forty-five and nine tenths (345.9) feet to the point of beginning, said tract of land containing one and fifty hundredths (1.50) acres more or less, all as shown on plat attached hereto and made a part hereof.



LOCATION FLAT
S. 8 T. 32 S. R. 7 E. U.S.R.S.

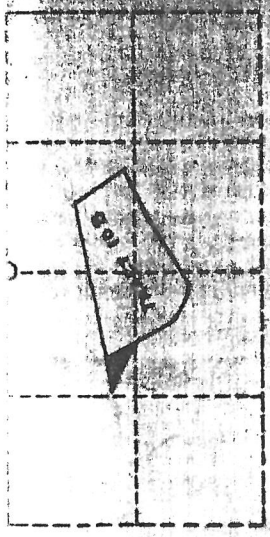


TRACT 10B
BLOCK 8
SOCORRO GRANT
Re-surveyed by El Paso County
R. W. McGee

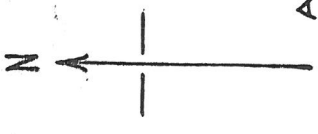
W. D. 1-17-35
Recorded 1-19-35
BK 594 Pg 110

SCALE 1" = 400'

DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION
RIO GRANDE PROJECT-NEW MEXICO-TEXAS
SITE FOR
DITCH RIDER'S HOUSE
FIELD WORK C.P. CHECKED G.W.H.



LOCATION FLAT
S. 8 T. 32 S. R. 7 E. U.S.R.S.



MARKER IRON
NORTH
N. 49° 33' 09" E
255
255

Area = 150 AC.
S. 79° 26' W. 164
N. 79° 26' E. 16168

TRACT 10 B

WADLINGTON LATERAL
S. 73° 27' W. 1779 9 7

G.H. & S.A. R.R.

S. 28° 04' E
395 5 5
S. 61° 30' W.
602 4 8

YSLA LATERAL

TRACT 10 B
BLOCK 8

SOCORRO GRANT

Resurveyed by El Paso County

R.W. McGee

ME D. 1-17-35

Recorded 1-19-35

DA 294 Page 10

SCALE 1" = 400'

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

SITE FOR
DITCH RIDER'S HOUSE

FIELD WORK C.P. CALVERT G.W.C.
DRAWN B.A. APPROVED

5748-64 EL PASO, TEXAS

Mrs. Anna Vinyard.

Heirs of
A. Olquin.

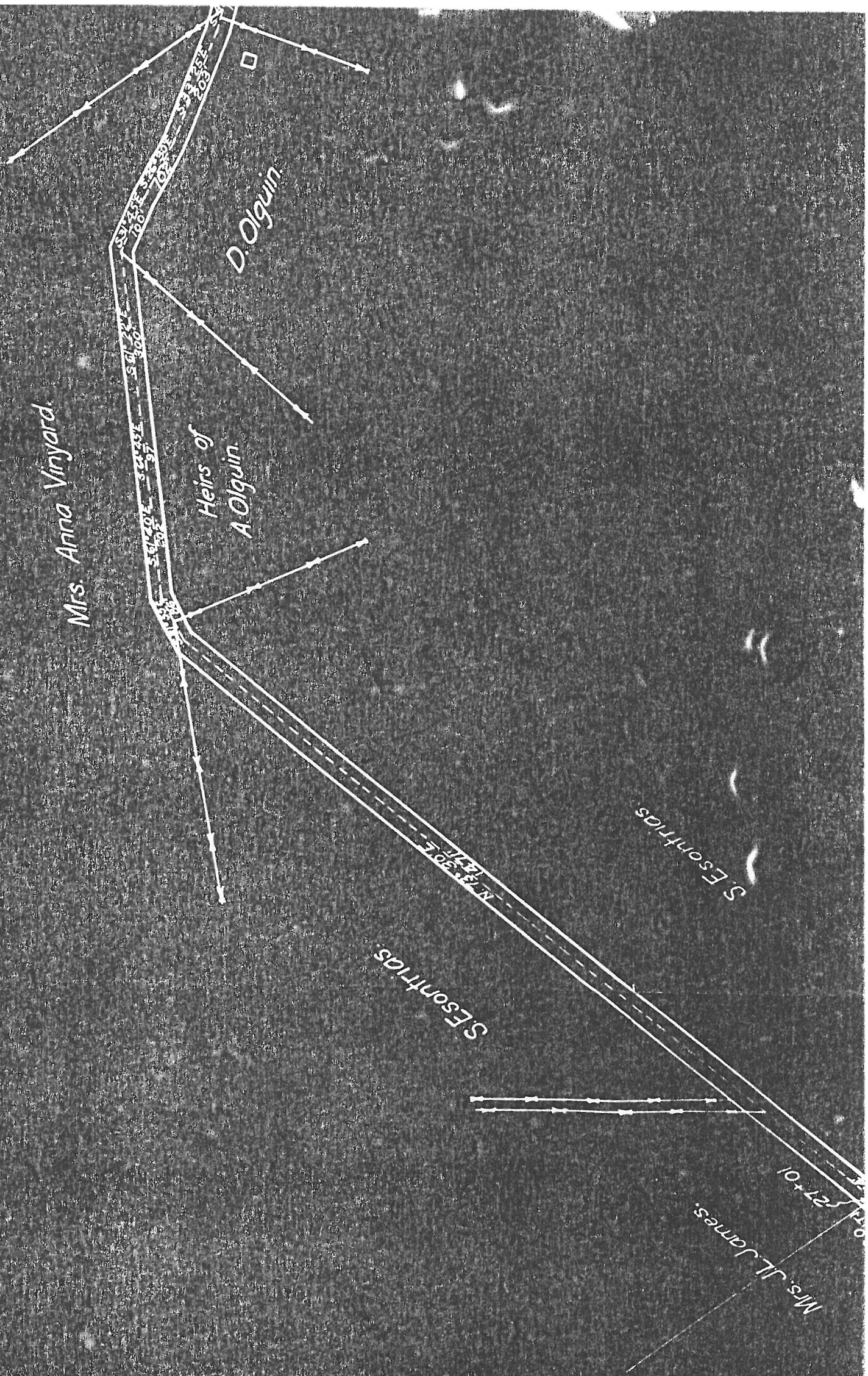
D. Olquin.

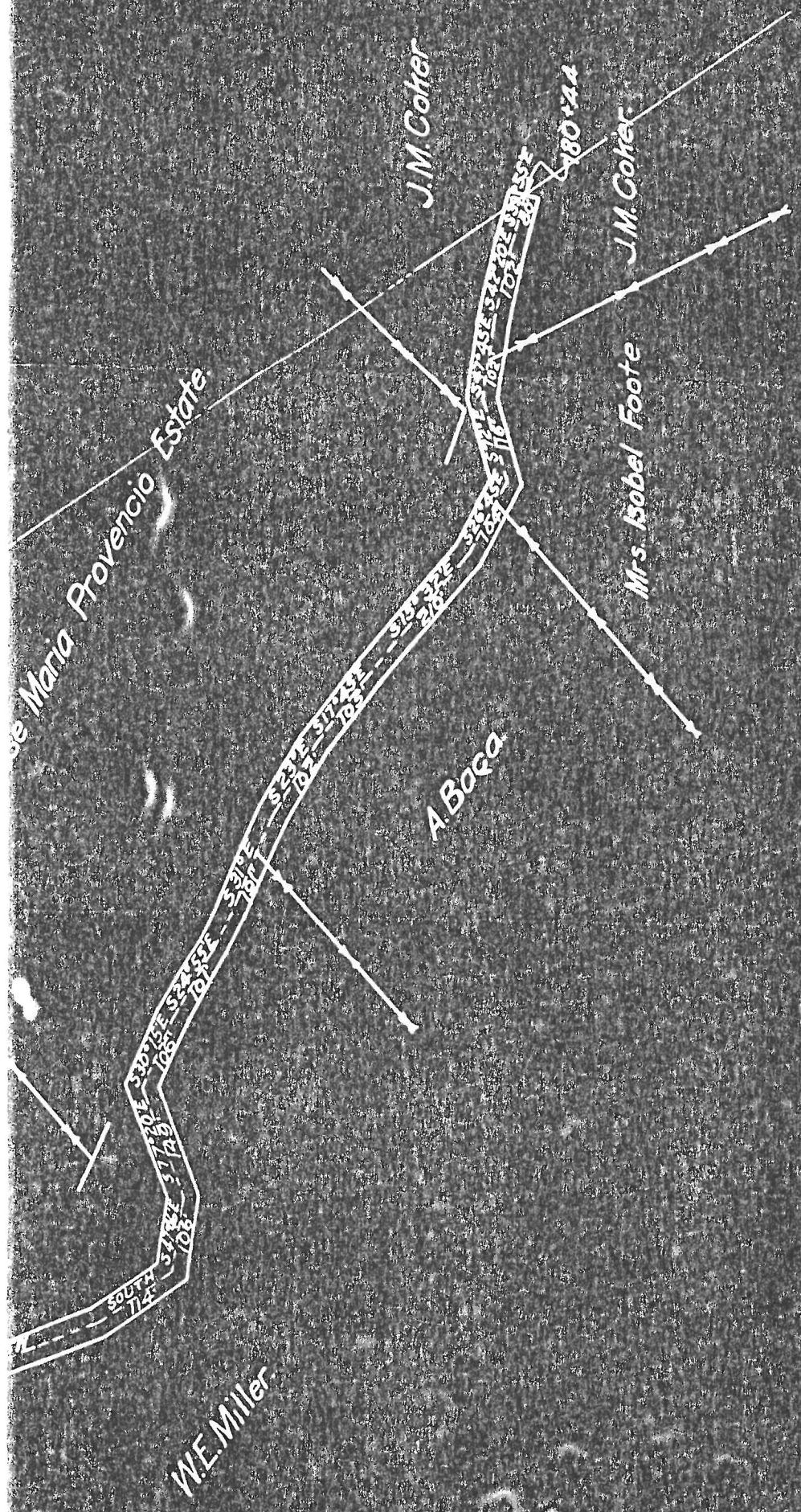
S. Esortrias

S. Esortrias

Mrs. J. L. James.

27+01





DEPARTMENT OF THE INTERIOR
 UNITED STATES RECLAMATION SERVICE
RIO GRANDE PROJECT NEW MEX. TEX.
 S.B. WILLIAMSON, CHIEF CONST.; L.M. LAWSON, PROJ. MGR.
 EL PASO VALLEY
 MAP OF
WADLINGTON DITCH.
 Scale: 1"=200'
 Traced: J.M.S.
 Checked: [Signature]
 Approved: [Signature]
 June 9, 1915

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF Texas
COUNTY OF El Paso

SS: Strike out (b) in case the law does not require examination of wife apart from her husband in conveyance of the kind of property described in Article 3 hereof.

(a) I, Geo. W. Hoadley, a Notary Public

in and for said county, in the State aforesaid, do hereby certify that R. W. McGee and Dixie P. McGee his wife

who ~~are~~ personally known to me to be the person ~~s~~ whose name ~~s 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.

(b) I further certify that I did examine the said Dixie P. McGee separate and apart from her husband, and explained to her the contents of the foregoing instrument and upon that examination she declares that she did voluntarily sign, seal, and acknowledge the same without any coercion or compulsion, and does not wish to retract the same.

Given under my hand and official seal, this 17th day of October, 1934

[SEAL] Geo. W. Hoadley

My commission expires 6-1-35 Notary Public in and for El Paso Co., Texas

CERTIFICATE OF COUNTY RECORDER

STATE OF Texas
COUNTY OF El Paso

I hereby certify that this instrument was filed for record at my office at 11:18 o'clock A. M., 12/7, 1934 and is duly recorded in Vol. 593 of Deed Records Page No. 372 Filed 3:25 P. M. 12/20/34

W. D. Hunt County Recorder. By A. R. Dehorne, Deputy Fees, \$

AFFIDAVIT OF DISINTERESTEDNESS

STATE OF Texas
COUNTY OF El Paso

SS: (Execute only on Returns Office copy)

I do solemnly swear (or affirm) that the copy of contract hereto annexed is an exact copy of a contract made by me, personally, with R. W. McGee and Dixie P. McGee, his wife that I made the same fairly without any benefit or advantage to myself, or allowing any such benefit or advantage corruptly to the said R. W. McGee and Dixie P. McGee, or to 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.

I R Flock
Superintendent Bureau of Reclamation.

Subscribed and sworn to before me at El Paso, Texas

this 2nd day of November, A. D. 1934

Geo. W. Hoadley

[OFFICIAL SEAL] My commission expires 6-1-35

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4. Upon receipt of notice that this contract has been approved on behalf of the Bureau of Reclamation, the vendor shall, without cost to the United States, promptly furnish a complete abstract of title covering the said property, which shall later be extended by the Vendor to include each instrument subsequently recorded in connection herewith, including the conveyance made pursuant to this contract: *Provided*, That if the Vendor fails or refuses to furnish such abstract of title within sixty days after notice that this contract has been approved, such abstract may be procured by the United States at the expense of the Vendor and the cost thereof deducted from the purchase price of said property. If the United States has available either a full or partial abstract of title covering said property, the same shall be utilized under this contract without charge to the Vendor.

5. The Vendor shall procure and have recorded without cost to the United States all assurances of title and affidavits which the Vendor may be advised by the United States are necessary and proper to show in the Vendor complete fee simple unencumbered title to said property, and the time spent in procuring, recording, and transmitting the same to the United States and in furnishing or securing abstract of title, shall be added to the time limit of this contract.

6. The United States shall purchase said property on the terms herein expressed, and upon execution and delivery of the deed provided in Article 3 and the signing of the usual Government vouchers therefor, and their further approval by the proper Government officials, it shall cause to be paid to the Vendor as full purchase price and full payment for all damages for entry upon the said property and the construction, operation, and maintenance of reclamation works thereon under said act, the sum of

Five hundred twenty-five 20/100 dollars

(\$ **525.00**), by U. S. Treasury warrant or fiscal officer's check.

7. Liens or encumbrances existing against said property may, at the option of the United States, be removed at the time of conveyance by reserving from the purchase price the amount necessary, and discharging the same with the money so reserved, but this provision shall not be construed to authorize the incurrence of any lien or encumbrance as against this contract, nor as an assumption of the same by the United States.

8. The Vendor may retain possession of said property until **November 15, 1934** notwithstanding earlier delivery of the deed as herein provided, and may harvest and retain the crop

thereon until **November 15, 1934** ; except that the proper officers and agents of the United States shall 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, free of any claim for damage or compensation on the part of the Vendor.

9. This contract shall become effective to bind the United States to purchase said property immediately upon its approval by the proper supervisory officer of the Bureau of Reclamation, and shall terminate by limitation at the expiration of **twelve** months from its date, unless extended as above provided, and shall inure to the benefit of and be binding upon the heirs, executors, administrators, and assigns of the Vendor, and the successors and assigns of the United States.

10. Where the operations of this contract extend beyond the current fiscal year, it is understood that the contract is made contingent upon Congress making the necessary appropriation for expenditures thereunder after such current year has expired. In case such appropriation as may be necessary to carry out this contract is not made, the Vendor hereby releases the United States from all liability due to the failure of Congress to make such appropriation.

11. The Vendor warrants that the Vendor has not employed any person to solicit or secure this contract upon any agreement for a commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract, or, in its discretion, to deduct from the contract price or consideration the amount of such commission, percentage, brokerage, or contingent fees. This warranty shall not apply to commissions payable by contractors upon contracts or sales secured or made through bona fide established commercial or selling agencies maintained by the Vendor for the purpose of securing business with others than the Government.

12. No Member of or Delegate to Congress, or Resident Commissioner, after his election or appointment or either before or after he has qualified and during his continuance in office, and no officer, agent, or employee of the Government, shall be admitted to any share or part of this contract or agreement, or to any benefit to arise thereupon. Nothing, however, herein contained shall be construed to extend to any incorporated company, where such contract or agreement is made for the general benefit of such incorporation or company, as provided in section 116 of the act of Congress approved March 4, 1909 (35 Stat., 1109).

IN WITNESS WHEREOF the parties have hereto signed their names the day and year first above written.

THE UNITED STATES OF AMERICA,

Witnesses:

By L. R. Plock
Superintendent, Bureau of Reclamation.

P. O. Address -----

R. F. McGea
Vendor.

P. O. Address -----

Dixie F. McGea
Vendor.

P. O. Address -----

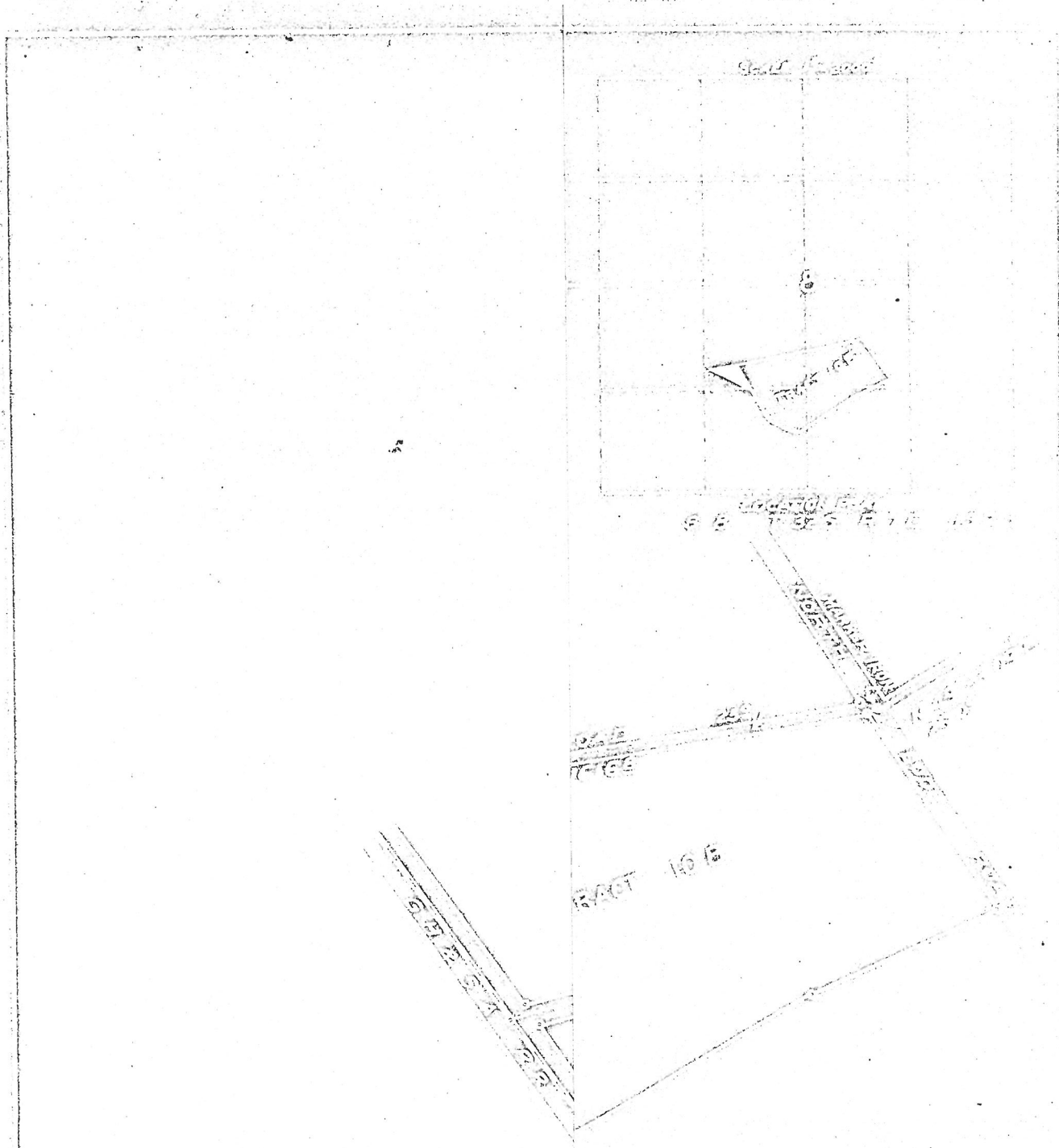
P. O. Address Rt. #1, Box 63
Ysleta, Texas.

Vendor.

P. O. Address -----

Approved:

(Date) -----, 193



TRACT 106
 SITE FOR
 DITCH RIDER'S HOUSE
 ...
 ...
 ...

DEPARTMENT OF THE INTERIOR
BUREAU OF RECLAMATION

Rio Grande

IRRIGATION PROJECT

REPORT ON LAND COVERED BY PURCHASE CONTRACT

IN RE CONTRACT, dated 10-17-34; made by R.W. McGee, et ux.
Dixie P. involving purchase of 1.50 acres of land, for \$ 525.00;
purpose site for ditch rider's quarters

1. The land described in the above-named contract is necessary for the purpose stated, and the consideration is reasonable. Land of a similar character in the vicinity has sold recently for \$ not for sale per acre.

2. The land was entered _____ under the _____ law.
Final certificate is dated _____ Patent is dated _____

No government lands in Texas

3. The land is subject to no right-of-way grant to the Government under stock-subscription contract, water-right-application contract, or otherwise, except as follows:

4. The general character and quality of the land are as follows:

In high state of cultivation

5. all acres of the land are being irrigated and _____ additional acres are susceptible of irrigation under water right described as follows:

6. The following are estimates of the areas of each class of crops on the land and of the values of such crops and of the important improvements:

7. The names of the owners are those given in the contract.

8. The land is leased to _____ whose lease expires _____ Arrangements as follows have been made with him for release of his interest:

9. From a personal examination of the land I find that the contractor named in the contract is in actual, sole and exclusive possession of the land, claiming to own the same; and that no person claiming a right in such land adverse to the contractor is in possession of any part of it.

Dated November 22, 19 34

(Signature) Geo. W. Hoadley

(Title) Right of Way Agent

Approved:

L R Flock
Project Superintendent.

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