

DEED WITHOUT WARRANTY

THE STATE OF TEXAS        X  
COUNTY OF EL PASO        X

88784

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

245 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 John M. McGee  
JOHN M. MCGEE  
Regional Administrator, Region 7  
General Services Administration  
Fort Worth, Texas

WITNESSES:


Marion L. Applewhite  
Arthur H. Springfield

THE STATE OF TEXAS        I

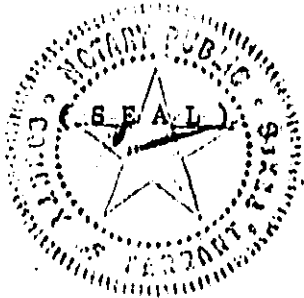
COUNTY OF TARRANT        I

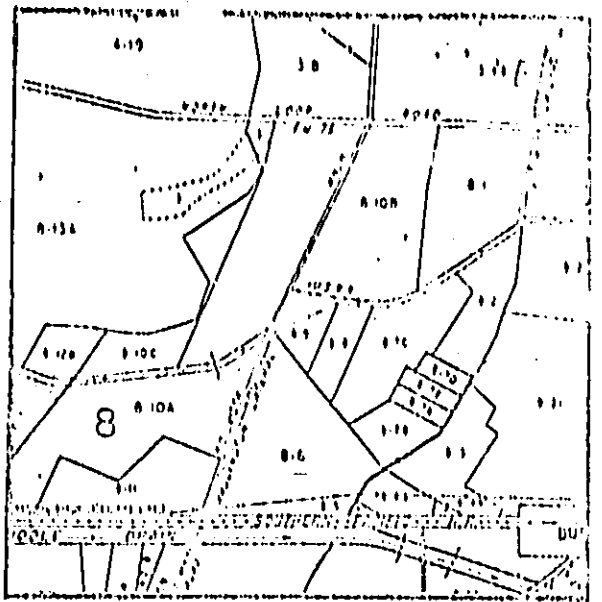
BEFORE ME, a Notary Public in and for Tarrant County, State of Texas, on this day personally appeared JOHN M. McGEE, known to me to be the person whose name is subscribed to the foregoing instrument, and known to me to be the Regional Administrator, Region 7, General Services Administration, Fort Worth, 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.

  
-Notary Public in and for Tarrant  
County, Texas

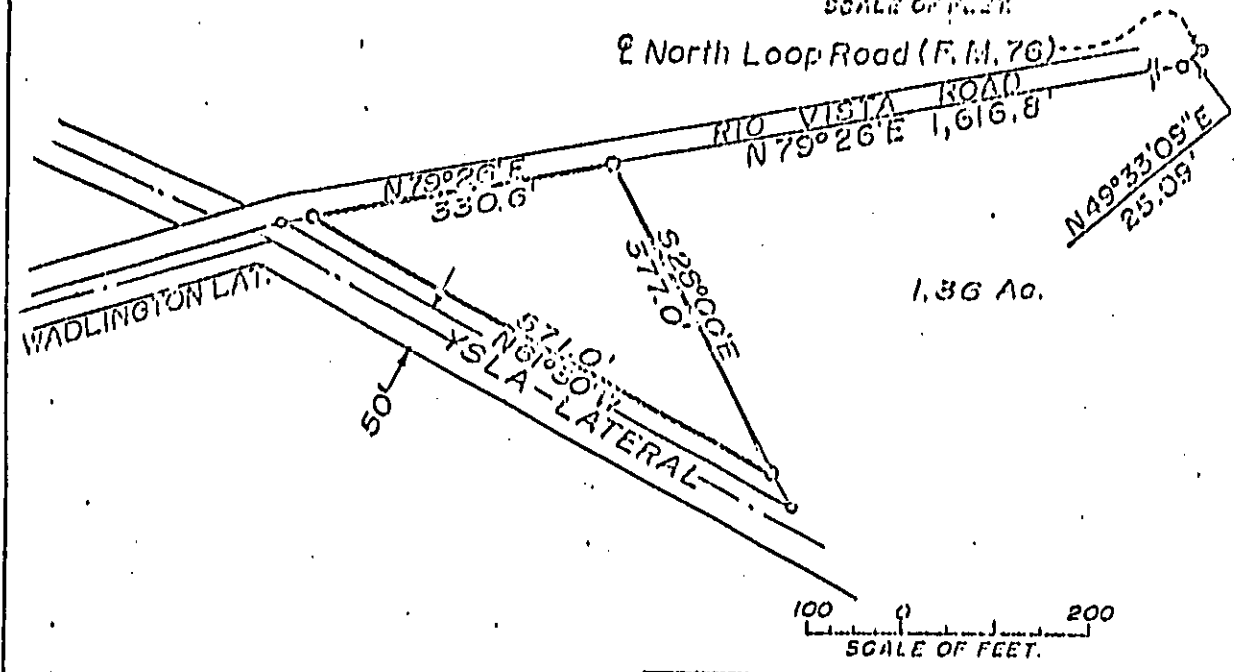
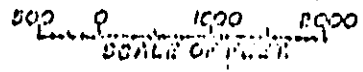
SHIRLEY M. THOMAS  
Notary Public, Tarrant County, Texas  
My Commission Expires 6-1-69





LOCATION FLAT

TRACT 10, BLOCK 6, SOCONKO GRANT  
 EL PASO COUNTY, TEXAS  
 SURVEY APPROVED BY COMMISSIONERS'  
 COURT ON JANUARY 13, 1930



(4) RUNNERS 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 DECHRIDER'S HOUSE  
 DRAWN ERJ..... SUBMITTED *[Signature]*  
 TRACED..... RECOMMENDED *[Signature]*  
 CHECKED *[Signature]* APPROVED *[Signature]*  
 EL PASO, TEX. 3-25-68 23-503-7329

245 1118

FILED FOR RECORD  
COUNTY CLERK'S OFFICE

88784

BOOK 13

DEED WITHOUT WARRANTY

*Jesús Marcia*

UNITED STATES OF AMERICA

TO

ROBERT R. ROJAS

STATE OF TEXAS

COUNTY OF EL PASO  
I hereby certify that this instrument was filed on the  
date and time stamped hereon by me and was duly re-  
corded in the volume and page of the named record  
of El Paso County, Texas, as stamped hereon by me.

APR 8 1969



*J. [Signature]*

COUNTY CLERK

turn to:  
Mr. Robert R. Rojas  
Post Office Box 24  
Clint, Texas 79836

240 1119

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF EL PASO

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

88785

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)

243 1320

R7.915  
3.22.59

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 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 ( $N79^{\circ}26'E$ ), 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.

EXHIBIT A

-2-

245 1121



\$ 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 as 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, any 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 Yala 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 of 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 of 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.

Robert R. Rojas

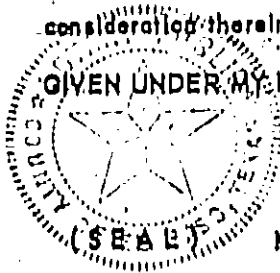
ROBERT R. ROJAS

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.

My Commission Expires:  
1 June 1969.

Elfidio P Chavez  
ELFIDIO P CHAVEZ,  
Notary Public, El Paso  
County, Texas

FILED FOR RECORD  
IN MY OFFICE

88785

1969 APR 8 A.M. 13

DEED OF TRUST

CLERK  
*Louis Garcia*

ROBERT R. ROJAS

TO

UNITED STATES OF AMERICA

STATE OF TEXAS

COUNTY OF EL PASO

I hereby certify that this instrument was filed on the  
date and time stamped hereon by me and was duly re-  
corded in the volume and page of the named record  
of El Paso County, Texas, as stamped hereon by me.

APR 8 1969

(Encl.)



*J. W. Fields*

COUNTY CLERK, EL PASO COUNTY, TEXAS

RETURN TO:  
OFFICE OF REGIONAL COUNSEL  
GENERAL SERVICES ADMINISTRATION  
819 TAYLOR STREET  
FORT WORTH, TEXAS 76102

245 1127