

CULBERSON COUNTY GROUNDWATER CONSERVATION DISTRICT
COUNTY OF CULBERSON, STATE OF TEXAS

Vol. 192, p. 216

HISTORIC USE PRODUCTION PERMIT

THIS CERTIFIES THAT: **D H Brewster**
 P.O. Box 26
 Van Horn, TX 79855

(“Permittee”), has applied for an Historic Use Production Permit to withdraw and place to beneficial use groundwater from within the District, and that the Board of Directors of the Culberson County Groundwater Conservation District (“District”) has APPROVED the application as follows:

1 Permit Category

This permit is a **Historic Use Production Permit** (“HUPP”).

2 Permit Term

The term of this permit is perpetual from the date of issuance.

3 Groundwater Source

The source of groundwater is the Wild Horse Flat Aquifer (the “Aquifer”).

4 Annual Groundwater Withdrawal Amounts

Permittee may withdraw groundwater from the Aquifer for beneficial, nonwasteful use in a manner not to exceed the amount (volume) of 5,675.0 acre-feet per calendar year, subject to any proportional adjustment pursuant to Chapter 5, Subchapter B, of the District Rules. The amount of 5,675.0 acre-feet per calendar year is based on the determination by the District that the applicant owns 1,135.00 acres of Existing and Historic Irrigated Land, as defined in the District Rules.

5 Purpose of Use

Permittee may use Aquifer groundwater only for **agricultural uses**, as defined in the District Rules.

6 Well Name(s), Location(s), and Maximum Rate of Withdrawal

Groundwater may be withdrawn from the Aquifer only from a well(s) located at each of the location(s) and with a maximum rate of withdrawal(s) (flow rate) as listed in Exhibit A, attached and incorporated herein.

**CULBERSON COUNTY GROUNDWATER CONSERVATION DISTRICT
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7 Measurement of Amount of Groundwater Withdrawn

Permittee may withdraw groundwater only from a well that has an operating flow meter that meets the requirements of Chapter 8 of the District Rules.

8 Ownership of Land and Place of Use of Groundwater

Exhibit B, attached and incorporated herein, is a copy of the deeds for land owned by the Permittee and provided by the Permittee in Permittee's HUPP application to the District. The District relied on the information contained in Exhibit B in granting this permit. Permittee may beneficially use Aquifer groundwater only for irrigation of agricultural crops located within the property identified in Exhibit B of this permit.

9 Measurement of Amount of Groundwater Withdrawn

Permittee may only withdraw groundwater from a well that has an operating flow meter that meets the requirements of Chapter 8 of the District Rules.

10 Well Construction, Operation, Maintenance, Closure

The well(s) identified in this permit shall be installed, equipped, operated, maintained, plugged, capped, or closed, as may be appropriate, in accordance with the District Rules and all other applicable federal, state, and local laws. Included in these requirements is the requirement that Permittee shall submit a copy of a state plugging report to the District within 60 days after capping or plugging any well.

11 Water Conservation

Withdrawals of groundwater are required to be efficiently withdrawn and used in compliance with the District Rules and the District's water conservation plan (as may be amended), and Permittee's water conservation plan as approved by the District, as may be applicable.

12 Conveyance to Place of Use

Water authorized by this permit to be produced must be conveyed to the place of use in a manner to prevent evaporation, channel loss by percolation, or waste. Water conveyed greater than a distance of one-half mile from the wellhead where produced must be conveyed through a pipeline.

13 Meters

Permittee shall install, operate, and maintain meter(s) on the well(s) identified in this permit in compliance with the District Rules and the manufacturer's instructions.

14 Reports

Permittee shall timely file all applicable reports with the District on forms prescribed by the District as required by the District Rules, and other applicable law.

15 Fees

Permittee shall timely pay and remain current on the payment of all applicable fees to the District.

**CULBERSON COUNTY GROUNDWATER CONSERVATION DISTRICT
COUNTY OF CULBERSON, STATE OF TEXAS**

16 Groundwater Management Plan

Permittee shall withdraw and use groundwater only in accordance with the District's approved groundwater management plan, as may be amended.

17 Water Quality

Permittee shall use diligence to protect the water quality of groundwater in the District and shall comply with the District Rules on water quality and shall take no action that pollutes or contributes to the pollution of groundwater in the District.

18 Transfers

Permittee may transfer or amend this permit only in compliance with the District Rules.

19 Change of Address

The Permittee shall provide to the District written notice of any change in the mailing address of the Permittee within 30 days after such address is changed.

20 Inspections by District

Any authorized officer, employee, agent, or representative of the District shall have the right at all reasonable times to enter upon lands upon which a well may be located within the boundaries of the District, including the well(s) identified in Paragraph 6 of this permit, for the purpose of inspecting or testing such wells, meters, pumps, and the power units of a well or wells, collecting water samples, and making any other reasonable and necessary inspections and tests that may be required or necessary for the formulation or the enforcement of the permits, rules, or orders of the District. Permittee has a duty to ensure that the well site is accessible to District representatives for inspection and to cooperate fully in any reasonable inspection of the well(s) and well site by District officers, employees, agents, or representatives.

21 Additional Conditions

This permit is issued subject to the requirements of: (1) Chapter 8816, Texas Special District Local Laws Code; (2) Chapter 36, Texas Water Code; and (3) the District Rules.

22 Enforcement

The District retains the right to take any and all enforcement actions within its legal authority to enforce compliance with the terms and conditions of this permit.

23 Continuing Jurisdiction of District

This permit is issued subject to the continuing jurisdiction of and supervision by the District, and may be amended from time-to-time consistent with applicable law, including circumstances in which the District learns that any of the information set forth in this permit is incorrect on the date issued.

**CULBERSON COUNTY GROUNDWATER CONSERVATION DISTRICT
COUNTY OF CULBERSON, STATE OF TEXAS**

24 Permit Recordation

Within 30 days of the date of issuance of this approved permit from the District, the District shall record this permit with the Culberson County Clerk.

25 References to Law

Any reference in this permit to a statute, rule, or other law of any kind that exists on the date of issuance of the permit includes all subsequent amendments thereto.

26 Other Matters Denied

All other matters requested in Permittee's application that are not specifically granted by this permit are denied.

THIS PERMIT IS ISSUED, EXECUTED THIS June 17, 2013, by the Board of Directors of the Culberson County Groundwater Conservation District.

V.R. Cottrell
President, Board of Directors

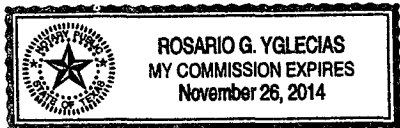
ATTEST:

[Signature]
Secretary, Board of Directors

ACKNOWLEDGMENT

STATE OF TEXAS)
COUNTY OF CULBERSON)

ON BEHALF OF THE DISTRICT, THIS PERMIT WAS ACKNOWLEDGED before me on June 17, 2013 by Vance Cottrell, President, Board of Directors, Culberson County Groundwater Conservation District, a groundwater conservation district created pursuant to Article XVI, Section 59, Texas Constitution.



Rosario G. Yglecias
Notary Public in and for the State of Texas

**CULBERSON COUNTY GROUNDWATER CONSERVATION DISTRICT
COUNTY OF CULBERSON, STATE OF TEXAS**

EXHIBIT A

Groundwater may only be withdrawn from the aquifer from a well(s) located at each of the location(s) and with a maximum rate of withdrawal(s) (flow rate) as follows:

<u>Name</u>	<u>Location (latitude/longitude)</u>	<u>Maximum Flow Rate (gpm)</u>
DHB #1	31.107222,-104.643333	900
DHB #2	31.099444,-104.651389	1000
DHB #3	31.09956,-104.6514247	1000
DHB #4	31.107035,-104.642214	1000
DHB #5	31.114514,-104.644392	850
DHB #6	31.113889,-104.660833	350
DBH #7	31.113884,-104.659941	700

THE STATE OF TEXAS,
COUNTY OF FLOYD. BEFORE ME, the undersigned authority, in and for said County, Texas,
on this day personally appeared WILLIAM N. SCOTT, a bachelor, 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 15th day of February, A.D. 1961.

(NOTARY SEAL)

Jeanne M. Fishel
Notary Public, Reeves County, Texas

THE STATE OF TEXAS,
COUNTY OR PARKER BEFORE ME, the undersigned authority, in and for said County,
Texas, on this day personally appeared ROBERT E. McCOY and GOLDIE McCOY, his wife, both known
to me to be the persons whose names are subscribed to the foregoing instrument, and acknowl-
edged to me that they each executed the same for the purposes and consideration therein expres-
sed, and the said Goldie McCoy, wife of the said Robert E. McCoy, having been examined by me
privily and apart from her husband, and having the same fully explained to her, she, the said
Goldie McCoy, acknowledged such instrument to be her act and deed, and she 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 16th day of January, A. D. 1961.

(NOTARY SEAL)

Mary McAlister
Notary Public, Parker County, Texas

Filed for record on the 16th day of Feb. A.D. 1961 at 9:00 o'clock A.M. and duly recorded on
the 17th day of Feb. A.D. 1961 at 1:30 o'clock P.M.

By Frances Walker, Deputy.

Frances Walker, County Clerk,
Culberson County, Texas.

J. W. NEW ET UX
TO WARRANTY DEED
D.H. BREWSTER ET AL
THE STATE OF TEXAS
COUNTY OF CULBERSON

KNOW ALL MEN BY THESE PRESENTS that we, J. W. NEW and wife, IRIS NEW, of the County of
Culberson, State of Texas, for and in consideration of the sum of FIFTY SIX THOUSAND, AND
NO/100 (\$56,000.00) DOLLARS to us paid and secured to be paid by D. H. BREWSTER and TED
BREWSTER, as follows: the sum of \$18,255.00/cash, the receipt of which is hereby acknowledged,
the sum of \$33,536.00 by the express assumption by the said D. H. Brewster and Ted Brewster
of the obligation to pay the balance due, principal and interest due and to become due, on
that certain promissory note executed by J. W. New and wife, Iris New, dated the 26th day of
January, 1956, in the original principal sum of \$37,560.00, payable to the order of Valerie
Schneider, according to the terms thereof as fully set forth in that certain deed of January
26, 1956, from Valerie Schneider, et ux., to J. W. New, et ux., recorded at Volume 60, upon
pages 573 and 574, Deed Records of Culberson County, Texas; the sum of \$2,200.00 by the express
assumption by the said D. H. Brewster and Ted Brewster of the obligation to pay the balance
due to Bill Birdwell for labor performed upon the hereinafter described land as per Labor
Lien dated April 30, 1959, and recorded in Volume 2, upon pages 491 and 492, Mechanic's and
Materialman's Lien Records, Culberson County, Texas; and, the sum of \$2,009.00 by the express
assumption by the said D. H. Brewster and Ted Brewster of the obligation to pay the balance
due, principal and interest due and to become due, on that certain indebtedness of the said

J. W. New to Western Cottonoil Co., a Division of Anderson, Clayton & Co., as described in and secured by that certain deed of Trust upon the hereinafter described land dated March 15, 1957, executed by J. W. New and wife, Iris New, and recorded at Volume 13, upon pages 206, et seq., Deed of Trust Records, Culberson County, Texas; have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto the said D. H. BREWSTER and TED BREWSTER, both of the County of Culberson and State of Texas, all that certain tract or parcel of land situated in Culberson County, Texas, to-wit:

The East One-half (E $\frac{1}{2}$) of Section No. Four (4), in Block No. Sixty-three (63), Public School Land Survey, Culberson County, Texas, together with all improvements thereon situated, containing 320 acres of land, more or less, EXCEPT, all the oil, gas and other minerals which are owned by the State of Texas.

The grantees assume the obligation to pay all taxes due upon the above described land for the year 1961 and subsequent years.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said D. H. BREWSTER and TED BREWSTER, their heirs and assigns forever, and we do hereby bind ourselves, our heirs, executors and administrators to WARRANT AND FOREVER DEFEND, all and singular, the said premises unto the said D. H. BREWSTER and TED BREWSTER, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS our hands at Van Horn, Texas, this 16th day of February, A. D. 1961.

(\$24.75 Documentary Stamps attached & cancelled)

J. W. New
J. W. New

Iris New
Iris New

THE STATE OF TEXAS
COUNTY OF CULBERSON

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared J. W. New and Iris New, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Iris New, wife of the said J. W. New, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Iris New, acknowledged such instrument to be her act and deed, and she 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 the 16th day of February, A. D. 1961.

(SEAL)

M. H. Raney
M. H. Raney, Notary Public in and for Culberson County, Texas.

Filed for record on the 17th day of Feb. A.D. 1961 at 3:45 o'clock P.M. and duly recorded on the 18th day of Feb. A.D. 1961 at 11:45 o'clock A.M.

By Lourens Minyard, Deputy.

Frances Walker, County Clerk,
Culberson County, Texas.

BERTHA JOEL
TO
ST. EDWARDS MERCY HOSPITAL
STATE OF NEW YORK
COUNTY OF BRONX

DEED OF GIFT
KNOW ALL MEN BY THESE PRESENTS

(S E A L)
ATTEST: O. S. Cates
Secretary

McPHERSON & CATES LAND COMPANY
BY: J. B. McPherson
J. B. McPherson President

THE STATE OF TEXAS,
COUNTY OF LUBBOCK
said County, Texas, on this day personally appeared J. B. McPHERSON, President of the McPherson & Cates Land Company, 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, as the act and deed of said Corporation and in the capacity stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 11th day of February, A. D. 1953.

(S E A L)

Peggy Martin Peggy Martin
Notary Public in and for Lubbock
County, Texas.

Filed for record on the 14th day of Feb. A. D. 1953 at 9:15 o'clock A. M. and duly recorded on the 16th day of Feb. A. D. 1953 at 9:40 o'clock A. M.

Frances Walker, County Clerk,
Culberson County, Texas.

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E. L. WILLS ET ALS
TO
DON BREWSTER,
THE STATE OF TEXAS,
COUNTY OF CULBERSON

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That we, E. L. Will's and wife, Emer V. Wills, and C. R. Wills, a single man of the County of Bailey, State of Texas for and in consideration of the sum of Ten and no/100 (\$10.00) DOLLARS, and other good and valuable consideration to us in hand paid by Don Brewster, the receipt and sufficiency of all of which is hereby specifically acknowledged and confessed, have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said Don Brewster of the County of Lamb, State of Texas all that certain lot, tract or parcel of land, lying and being situated in the County of Culberson, and State of Texas, and being more particularly described as follows, to-wit:

The South Half (S/2) of Section Ten (10), in Block Sixty-three (63) of the Public School Land, in Culberson County, Texas, together with all improvements thereon. This conveyance and the warranty herein contained is made subject to any and all valid mineral reservations made by the State of Texas, and covering the land herein conveyed.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said Don Brewster, his heirs and assigns forever; and we do hereby bind ourselves, our heirs, executors and administrators, to Warrant and Forever Defend all and singular the said premises unto the said Don Brewster, his heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

Witness our hands at Muleshoe, Texas this 20th day of January, A. D. 1953.

E. L. Wills
(E. L. Wills)

(\$44.00 Documentary Stamps attached
and cancelled)

Emer Wills
(Emer/Wills)
V.
C. R. Wills
(C. R. Wills)

THE STATE OF TEXAS,
COUNTY OF BAILEY

BEFORE ME, the undersigned authority, notary public in and

for said county and state, on this day personally appeared C. R. Wills, a single man 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 23 day of January, A. D. 1953.

(S E A L)
1/6/53

D. R. Aylesworth
Notary Public in and for Bailey County, Texas

THE STATE OF TEXAS,
COUNTY OF BAILEY.

BEFORE ME, the undersigned authority, a Notary Public in and for

said county and State, on this day personally appeared E. L. Wills and Emer V. Wills, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed, and the said Emer V. Wills, wife of the said E. L. Wills having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Emer V. Wills ~~having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said Emer V. Wills~~ acknowledged such instrument to be her act and deed, and she 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 23 day of January, A. D. 1953.

(S E A L)
1/6/53

D. R. Aylesworth
Notary Public in and for Bailey County, Texas

Filed for record on the 14th day of Feb. A. D. 1953 at 9:15 o'clock A. M. and duly recorded on the 16th day of Feb. A. D. 1953 at 10:10 o'clock A. M.

Frances Walker, County Clerk,
Culberson County, Texas.

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JOHN DEERE PLOW CO.

TO

RELEASE

BILL C. HAYNES

THE STATE OF TEXAS
COUNTY OF CULBERSON

KNOW ALL MEN BY THESE PRESENTS:

THAT for and in consideration of BILL C. HAYNES having assigned all of his right, title and interest in and to any assets, real or personal, of the partnership property existing by reason of the partnership of J. A. JOHNSON and BILL C. HAYNES, including any contractual rights to the said J. A. Johnson, and the assumption by the said J. A. Johnson of any outstanding indebtedness of the said partnership, John Deere Plow Co, acting by and through E. D. Spence, its duly authorized agent, hereby releases the said Bill C. Haynes from any and all indebtedness or obligation owing to them, the said John Deere Plow Co, by reason of any business transactions or purchases by the said partnership.

IN TESTIMONY WHEREOF, witness our hand this 27 day of January, 1953.

John Deere Plow Co
By E. D. Spence

THE STATE OF TEXAS
COUNTY OF DALLAS

BEFORE ME, the undersigned authority, on this day personally appeared E. D. Spence, known to me to be the authorized agent of JOHN DEERE PLOW CO, and known to me to be the person who subscribed the foregoing instrument, and acknowledged to me that he executed the same for the purposes and considerations therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL of office, this 27 day of January, 1953.

(S E A L)

M. V. Brown
Notary Public, in and for
Dallas County, Texas

Filed for record on the 14th day of Feb. A. D. 1953 at 9:00 o'clock A. M. and duly recorded on the 16th day of Feb. A. D. 1953 at 2:00 o'clock P. M.

Frances Walker, County Clerk
Culberson County, Texas

By Virginia Long Deputy

-#-#-#-#-#-#-

to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 26th day of March A. D. 1952

(S E A L)

Duana L. Faw
Duana L. Faw
Notary Public in and for Culberson County,
Texas.

Filed for record on the 26th day of March A. D. 1952 at 2:30 o'clock P. M. and duly recorded on the 27th day of March A. D. 1952 at 10:35 o'clock A. M.

By Virginia Lowery Deputy

Frances Walker, County Clerk
Culberson County, Texas

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McPHERSON & CATES LAND CO.

TO

WARRANTY DEED

D. H. BREWSTER ET UX

THE STATE OF TEXAS,

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF CULBERSON

That McPherson & Cates Land Co., a corporation, acting herein by and through its officers thereunto duly authorized of the County of Lubbock, State of Texas for and in consideration of the sum of TWENTY-FOUR THOUSAND AND NO/100 (\$24,000.00) DOLLARS, to it paid, and secured to be paid, by D. H. Brewster and wife, Lena Ruth Brewster, as follows:

- (a) \$7567.36 cash in hand to it paid by the grantees herein, the receipt of which is hereby acknowledged and confessed; and,
- (b) The assumption and agreement to pay by the grantees herein of two certain promissory vendor's lien notes, executed by the grantor herein, in the original principal sum of \$3,680.00 each, payable to the order of Beulah D. Espy, each of said notes being payable in five equal annual installments of principal, the first of which in the sum of \$736.00 being due and payable on or before January 15, 1952, and one installment of \$736.00 being payable on or before January 15 of each succeeding year thereafter until each of said notes is fully paid; each of said notes bearing interest from date at the rate of 4-1/2 per cent per annum, payable semi-annually as it accrues; the said notes herein assumed being Notes Nos. 5 and 6 described in and secured by vendor's lien retained in that certain warranty deed, dated January 15, 1951, recorded in Volume 56 page 629-632 of the Deed Records of Culberson County, Texas, by which deed Beulah D. Espy and husband, R. H. Espy conveyed to the grantor herein the land hereinafter conveyed, together with other property, each of said notes being dated January 15, 1952; and,
- (c) The execution and delivery by the grantees herein of their one certain promissory vendor's lien note, dated of even date herewith, and payable to the Grantor herein, in the principal sum of \$9,072.64, and payable in ten annual installments as follows: The first five installments in the amount of \$171.26 each, installments numbered six through 9 being in the amount of \$1643.26 each, and the tenth and final installment being in the amount of \$1643.30, the first installment on the principal being due and payable on or before January 15, 1953, and one installment on or before the 15th day of January of each year thereafter until the principal of said note is fully paid; said note bearing interest from date until maturity at the rate of six per cent per annum, interest payable annually, and providing for interest on all past due principal and interest at the rate of ten per cent per annum, for the usual clauses as to acceleration of maturity and for 10% additional as attorney's fees in the event default is made; it being specifically agreed that the lien securing the payment of this note for \$9072.64 shall be second and inferior only to the lien securing the payment of the two notes for \$3680.00 each hereinabove described and referred to; and it is further specifically agreed that default on any obligation in connection with the two notes for \$3680.00 described in paragraph (b) above shall, at the option of the holder of the \$9072.64 note, mature said \$9072.64 note in full.

have Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey unto the said D. H. Brewster and wife, Lena Ruth Brewster of the County of Culberson, State of Texas all that certain lot, tract or parcel of land lying and being situated in the County of Culberson and State of Texas, and being more particularly described as follows, to-wit:

The North Half (N/2) of Section Ten (10), Block Sixty-three (63) Public School Land, in Culberson County, Texas,

This conveyance and the warranty herein contained is not intended to cover any oil, gas, or other minerals in and under said land or that may be produced therefrom, by reason of the fact that the State of Texas has heretofore reserved all oil, gas and other minerals thereunder.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said D. H. Brewster and wife, Lena Ruth Brewster, their heirs and assigns forever; and grantor herein binds itself, its successors to Warrant and Forever Defend all and singular the said premises unto the said D. H. Brewster and wife, Lena Ruth Brewster, their heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

But it is expressly agreed and stipulated that the Vendor's Lien is retained against the above described property, premises and improvements, until the above described note for the sum of \$9,072.64 and all interest thereon are fully paid according to its face and tenor, effect and reading, when this deed shall become absolute.

EXECUTED at Lubbock, Texas this 26th day of March, A.D. 1952.

(CORP. SEAL) (\$17.15 Documentary Stamps attached & cancelled) McPHERSON & CATES LAND CO.

ATTEST: Oliver S. Cates Secretary By J. B. McPherson President

THE STATE OF TEXAS | COUNTY OF TEXAS | BEFORE ME, the undersigned, a Notary Public, in and for said County, Texas, on this day personally appeared J. B. McPHERSON known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said McPherson & Cates Land Co., a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, This 26th day of March, A.D. 1952.

(S E A L) W. C. Strawbridge Notary Public in and for Lubbock County, Texas.

Filed for record on the 28th day of March A. D. 1952 at 10:00 o'clock A. M. and duly recorded on the 28th day of March A. D. 1952 at 10:55 o'clock A. M.

By [Signature] Deputy Frances Walker, County Clerk Culberson County, Texas

-#-#-#-#-#-#-#-#-

NELLIE CORDELIA ALEXANDER HUCKABEE ET VIR | TO | RATIFICATION DEED | JOHN R. ALEXANDER | THE STATE OF TEXAS | COUNTY OF REEVES

THAT, WHEREAS, by a certain quitclaim deed, dated November 23, 1946, John D. Raymond Alexander and others, including the undersigned, Nellie Cordelia Alexander Huckabee and husband, W. B. Huckabee, did release and quitclaim unto John R. Alexander, his heirs and assigns, all of their right, title and interest in and to the following tracts of land situated in Reeves and Culberson Counties, Texas, to-wit:

JOE A. NESSMITH, ET UX X
 TO X
 D. H. BREWSTER, ET UX X

WARRANTY DEED

26587

STATE OF TEXAS)
) KNOW ALL MEN BY THESE PRESENTS:
 COUNTY OF CULBERSON)

THAT JOE A. NESSMITH AND WIFE BETTYE GAYE VAUGHN NESSMITH

of the County of _____, State of Texas, (herein
 called "Grantors"), for and in consideration of the sum of TEN ONLY - - - -
 ----- (\$10.00) ----- Dollars *BBK*
 (\$ _____) and the further consideration on the part of the Grantees
OSM herein, upon accepting this deed, hereby expressly assuming and agreeing to pay
 the balance owing on that certain promissory note hereinafter described to
 Grantors in hand paid by D. H. BREWSTER AND WIFE, LENA RUTH BREWSTER,
 of the County of Culberson, State of Texas, (herein called
 "Grantees"), the receipt of which is hereby acknowledged, have GRANTED, SOLD
 and CONVEYED and by these presents do GRANT, SELL and CONVEY unto the said
 Grantees, their heirs and assigns, forever, all that certain lot, tract or
 parcel of land lying and being situated in Culberson County, Texas,
 described as follows:

East one-half (1/2) of Section 3, Block 63, PUBLIC SCHOOL
 LAND SURVEY, CULBERSON COUNTY, TEXAS.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in anywise belonging, including all water and water rights, unto the said Grantees, their heirs and assigns, forever. And Grantors do hereby bind themselves, their heirs, executors and administrators, to WARRANT and FOREVER DEFEND all and singular the said premises unto the said Grantees, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

The above-described premises are subject to that certain deed of trust dated May 3, 1963, recorded in Volume 18, Page 501-506, Deed of Trust Records, Culberson County, Texas, securing the payment of one certain promissory note, in the sum of FORTY SEVEN THOUSAND AND NO/100----- Dollars (\$47,000.00) payable to the order of the United States of America in amortized installments as therein provided. The Grantees, by acceptance of this deed, expressly assume liability for and agree to pay all of the unpaid principal and interest due and owing on the indebtedness secured by said deed of trust, in accordance with the face, tenor and effect of an assumption agreement executed by Grantees herein to the United States of America, acting by and through the Administrator of the Farmers Home Administration pursuant to the Housing Act of 1949, as amended, or the Consolidated Farm and Rural Development Act (7 U.S.C. 1921), as amended.

EXECUTED this 20th day of November, 1981.

Joe A. Nessmith
JOE A. NESSMITH

Betty Gay Vaughn Nessmith
BETTY GAY VAUGHN NESSMITH, aka
BETTY GAYVOUGHN NESSMITH

ACKNOWLEDGMENT

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 BETTY GAY VAUGHN NESSMITH, aka BETTY GAYVOUGHN NESSMITH, known to me to be the person(s) whose name(s) is (are) subscribed to the foregoing instrument, and acknowledged to me that he (she)(they) executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the 20th day of November, 1981.



(SEAL)

J. C. H. NEL, Notary Public
El Paso County, Texas
Commission Expires April 13, 1985

Kathryn C. ...
Notary Public in and for
El Paso County, Texas

STATE OF TEXAS)
)
COUNTY OF)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared JOE A. NESSMITH, 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 the 20th day of NOVEMBER, 1981.

Kathryn C. Nickel
Notary Public in and for _____
County, Texas.



KATHRYN C. NICKEL, Notary Public
For the State of Texas
* Commission Expires April 13, 1985

Filed for record on the 12th day of April 1982 at 9:00 o'clock A. M.
and recorded on the 15th day of April 1982 at 11:30 o'clock A. M.

By Rosalinda Alvaro Deputy.

SALLY FLOYD, COUNTY CLERK
Culberson County, Texas.

Doc# 0000069851
#Pages 14 #NFPages 0
6/10/2013 4:20:28 PM
Filed & Recorded in
Official Public Records of
County and District Clerk
Linda McDonald
Fees 62.00

State of Texas
County of Culberson

I hereby certify this instrument was FILED on
the date and at the time stamped hereon by me
and was duly RECORDED in the VOL 192 and
Page 216 of the SSA Records of
Culberson County, Texas on:

July 10, 2013

Linda McDonald

By Deputy