

No. 13,702

# ABSTRACT OF TITLE

to

*The Following Described Real Estate*

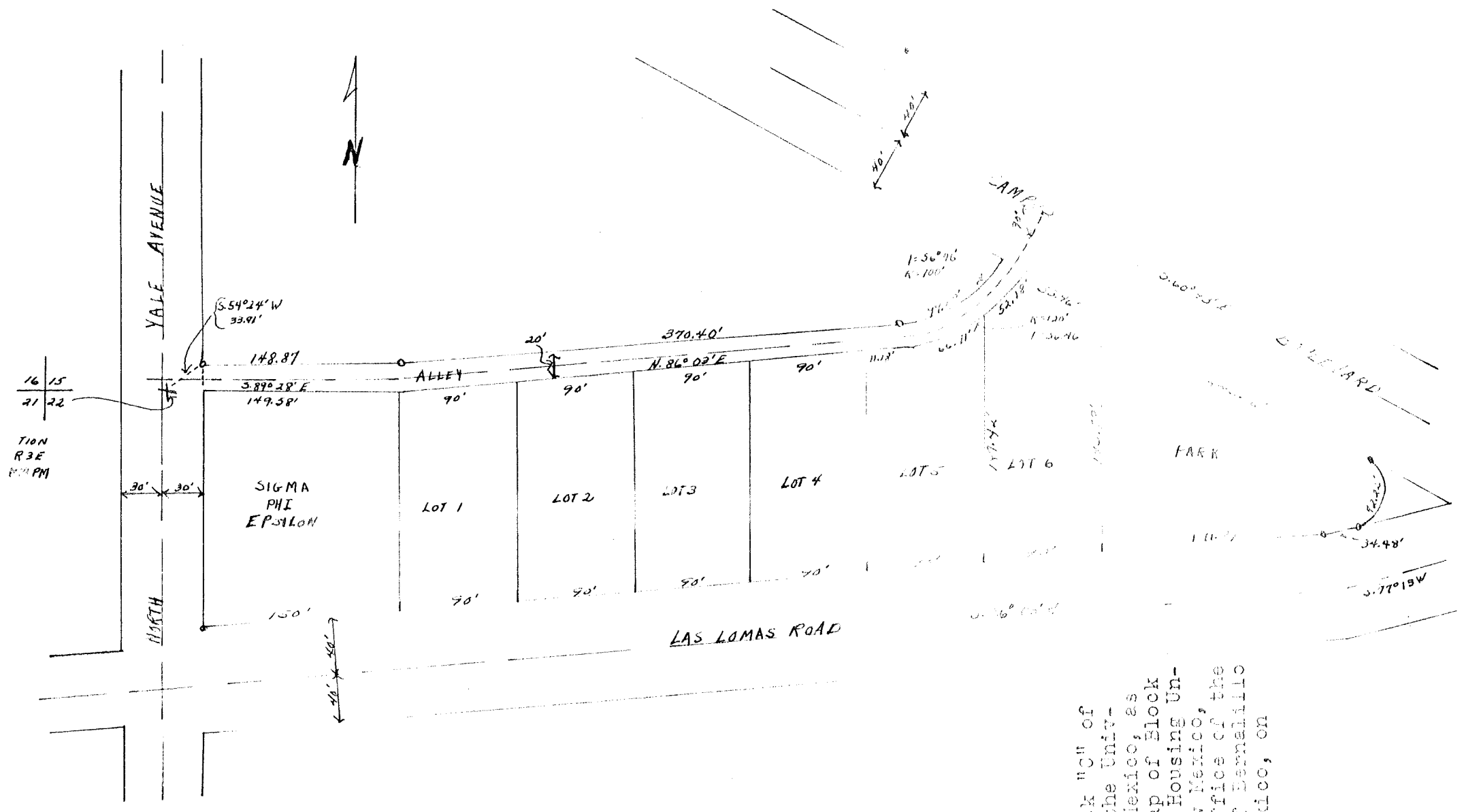
**Situated In Bernalillo County, New Mexico**

Lot numbered Two (2), in Block  
numbered "C" of the  
CAMPUS OF THE UNIVERSITY OF NEW  
MEXICO, as shown on the map of  
Block "C" of Faculty Housing  
University of New Mexico, filed  
in the office of the County Clerk  
of Bernalillo County, New Mexico,  
on July 31, 1940.

*Certified to by*

**New Mexico Title Company**

**Albuquerque**



Tracing of Block "C" of The Campus of the University of New Mexico, as shown on the map of Block "C" of Faculty Housing University of New Mexico, filed in the office of the County Clerk of Bernalillo County, New Mexico, on July 31, 1940.

DEDICATION APPEARING ON MAP OF  
Block "C", Faculty Housing  
University of New Mexico  
Filed July 31, 1940

The above and foregoing subdivision of that certain tract of land situated in Bernalillo County, State of New Mexico, and more particularly described as follows:

BEGINNING at the Northwest corner of Tract of land known as "block C" of the Campus of the University of New Mexico, whence the Southwest corner of Section 15, Township 10 North, Range 3 East, bears South 54 Deg. 24' West, 33.91 feet; and running

thence South 89 deg. 28' East, 148.87 feet, along the North line of an alley;  
thence North 86 deg. 03' East, 370.40 feet, along the North line of an alley;  
thence an arc length of 99.08 feet, along a 100' foot radius curve, to the South line of Campus Boulevard;  
thence South 60 deg. 43' East, 317.02 feet, along the South line of Campus Boulevard;  
thence an arc length of 72.22 feet, along a 30' foot radius curve, to the North line of Las Lomas Road;  
thence South 77 deg. 13' West, 34.48 feet, along the North line of Las Lomas Road;  
thence South 86 deg. 03' West, 861.87 feet, along the North line of Las Lomas Road;  
thence North 00 deg. 20' East, 200.77 feet, along the East line of Yale Avenue, to the point of beginning.

Surveyed and subdivided as the same appears on the plat attached hereto and made a part hereof, is with the free consent and in accordance with the desire of the undersigned owners and proprietors.

(CORPORATE SEAL)

THE REGENTS OF THE UNIVERSITY OF NEW MEXICO

Attest:  
Marie G. Milne,  
Secretary.

BY Sam G. Bratton  
President

STATE OF NEW MEXICO )SS.  
COUNTY OF BERNALILLO )

On this 24 day of July 1940, before me personally appeared Sam G. Bratton and Marie G. Milne, to me personally known, who being by me duly sworn, did say that they are President and Secretary, respectively, of the Regents of the University of New Mexico, a body corporate, under the laws of the State of New Mexico, and that the seal affixed to the foregoing instrument is the Corporate Seal of said body corporate, by authority of its Board of Regents, and said Sam G. Bratton and said Marie G. Milne, acknowledged said instrument to be the free act and deed of said body corporate.

In Witness Whereof, I have hereunto set my hand and notarial seal, the day and year last above written.

John F. Simms  
Notary Public

DEDICATION . . . .

PAGE #2

NOTARIAL SEAL

My commission expires: 4/25/42.

I, E. O. Betts, City Engineer of the City of Albuquerque, New Mexico, do hereby certify that I have examined the attached plat of "Block C" of the Campus of the University of New Mexico, and that the same has been approved by me this 26th day of July, 1940.

E. O. Betts, City Engineer  
of Albuquerque, New Mexico

STATE OF NEW MEXICO

PATENT

Dated: August 23, 1916  
Filed: June 30, 1917  
at 9:00 A. M.  
Consideration: Premises  
Recorded: Vol. 60, page 117  
Records Bernalillo County,  
New Mexico

TO

PITT ROSS

STATE OF NEW MEXICO  
PATENT FOR STATE LAND

NO. 93

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

WHEREAS, Pitt Ross of Albuquerque, State of New Mexico has purchased from the State of New Mexico according to the provisions of law, the following described tract of land, viz:

The Southwest quarter of the Southwest quarter of Section 15 Township 10 North Range 3 East New Mexico Principal Meridian, containing forty acres, more or less, according to the government survey thereof, and

WHEREAS, the said Pitt Ross has paid to the State of New Mexico through the State Land Office, the amount of One Hundred, Twenty-two and 00/100 Dollars (\$122.00) the receipt whereof is hereby acknowledged in full.

NOW THEREFORE KNOW YE, that the state of New Mexico, by its Commissioner of Public Lands its duly authorized officer according to law, does hereby Grant, Bargain, sell, and convey unto the said Pitt Ross and to his heirs and assigns, the said tract of land above described subject to valid, existing rights, easements, rights of way and reservations, such tract of land so conveyed being a portion of lands granted to the State of New Mexico by the United States, pursuant to the Acts of Congress, approved June 21, 1898, and June 20, 1910.

TO HAVE AND TO HOLD the same, together with all the rights, privileges, immunities and appurtenances of whatsoever nature thereunto belonging or in anywise appertaining, unto the said Pitt Ross and to his heirs and assigns forever.

IN WITNESS WHEREOF, the Commissioner of Public Lands of the State of New Mexico, has hereunto set his hand and affixed the official seal of the State Land Office this twenty-third day of August, A. D. 1916.

Root P. Ewean, Commissioner of  
Public Lands, State of  
New Mexico.

State Record of Patents, Vol. 1, page 93  
(Seal)

PITT ROSS and MARIA C.  
ROSS, his wife,

TO

THE BOARD OF REGENTS OF THE  
UNIVERSITY OF NEW MEXICO

WARRANTY DEED

Dated: June 26, 1917  
Filed: June 30, 1917  
at 9:00 A. M.  
Consideration: \$10.00  
Recorded: Vol. 59, page 324  
Records Bernalillo County,  
New Mexico

GRANTING CLAUSE: Grant, bargain, sell, remise, convey, release and confirm.

CONVEYS: The Southwest quarter of the Southwest quarter of Section 15 Township 10 North, Range 3 East, New Mexico Principal Meridian, reference being had for further description to the patent for said land, as shown by the records of said County and state.

Pitt Ross (Seal)  
Maria C. Ross (Seal)

STATE OF NEW MEXICO )  
 ) ss.  
County of Bernalillo )

On this 26th day of June, 1917, before me personally appeared Pitt Ross and Maria C. Ross, his wife, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed.

Witness my hand and seal the day and year last above written.

Robert McClughan  
Notary Public

(Seal)  
My commission expires: July 20, 1920

MARIANO ARMIJO

QUITCLAIM DEED.

TO

Dated: February 27, 1884  
Filed: May 2, 1884 at 4 P.M.  
Consideration: \$500.00  
Recorded: Vol. "Y", page 331  
Deed Records: Bernalillo County,  
New Mexico.

W. S. MOORE

GRANTING CLAUSE: Demise, release and forever quitclaim.

CONVEYS:

All that certain lot piece or parcel of land situated in the said County of Bernalillo and Territory of New Mexico and bounded and particularly described as follows, to-wit:  
One undivided one quarter of section number twenty two (22) Range number three (3) East & Township number ten (10) North.

Signed, sealed and  
delivered in the presence  
of

Mariano Armijo (Seal)

John Borradaile )  
Gustave Dyes ) ss.

Be it remembered that on this 27th day of February, A. D. one thousand eight hundred and eighty-four before me the undersigned a Notary Public in and for said County in the Territory aforesaid, personally came Mariano Armijo to me well and personally known as the same person whose name is subscribed to the foregoing deed and as party thereto he acknowledged that he signed, sealed and executed the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

(Seal)

Jno. Bernalillo  
Notary Public

W. S. MOORE

QUITCLAIM DEED

Dated: February 27, 1884  
Filed: May 9, 1884 at 4 p.m.  
Consideration: \$500.00  
Recorded: Vol. "Y", page 332  
Deed Records: Bernalillo County,  
New Mexico.

TO

CONRAD SHENFIELD

GRANTING CLAUSE:

Demise, release and forever quitclaim.

CONVEYS:

All that certain lot piece or parcel of land situated in the said County of Bernalillo and Territory of New Mexico and bounded and particularly described as follows to-wit:

An undivided one quarter of section number twenty two (22) Range number three (3) and township number ten (10) N. being the same described land filed on by Mariano Armijo and deeded by him to the said party of the first part on this twenty seventh (27th) day of February A. D. 1884.

Signed, sealed and delivered  
in presence of

John Borradaile  
Gustave Dyes

W. S. Moore (Seal)

Territory of New Mexico                    }  
County of Bernalillo                    } es.

So it is subscribed that on this 27th day of February A. D. one thousand eight hundred and eighty four before me the undersigned a Notary Public in and for said County in the Territory of New Mexico, personally known to me well and personally known as the said person whose name is subscribed to the foregoing deed and as a party thereto, he acknowledged that he signed and executed the same in incurrence of and by his free and voluntary act for the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

(Seal)

Jas. Bernalillo  
Notary Public.



MARIANO ARMIJO

LAND CONTRACT

Dated: May 8, 1884  
Filed: May 9, 1884 at 4 P.M.  
Consideration: Agreements  
Recorded: Vol. "Y", page 333  
Deed Records: Bernalillo County,  
New Mexico.

TO

CONRAD SHENFIELD

This agreement made and entered into the eighth day of May in the year of our Lord one thousand eight hundred and eighty four; between Mariano Armijo of the Town of Albuquerque in the County of Bernalillo and Territory of New Mexico the party of the first part and Conrad Shenfield of the same place the party of the second part, Witnesseth that the said party of the first part in consideration of the covenants and agreements on the part of the said party of the second party hereinafter contained agrees to sell and convey unto the said party of the second part and said party of land situate in the said County of Bernalillo and Territory of New Mexico and bounded and particularly described as follows, to-wit:

One undivided one fourth of in and to all of section number twenty two (22) in Township number ten (10) North Range number three (3) East according to United States Survey of

Public lands in the said County of Bernalillo in the Territory of New Mexico with the tenements hereditaments and appurtenances thereunto belonging or in anywise appertaining for the sum of five hundred dollars current money of the United States. The receipt of the whole of which is hereby acknowledged and the party of the second part discharged therefrom and a quitclaim deed has been executed and delivered by the said party of the first part to the said party of the second part for his present title and claim to said undivided one fourth. And the party of the second part agrees to pay his undivided one fourth of all territorial and County taxes or assessments of whatsoever nature which are or may become due on the whole of the premises above described, also one fourth of all money it may be necessary to expend in the reclamation and conducting of water thereon and the irrigation of said land in order to acquire the title thereto under the Desert Land Act and to pay the Government of the United States for said land and the one fourth of all costs and expenses necessarily incurred in order to obtain and in obtaining a United States patent for said land or other perfect title thereto. And the said party of the first part agrees to execute and to deliver to the said party of the second part one to his heirs and assigns a good and sufficient deed of grant, Bargain and sale of said undivided one fourth of all of said tract of land as soon as he obtains a patent from the Government of the said Territory or other perfect title and a correct survey of title in fee simple therefor. And it is understood that the stipulations aforesaid are to apply to and bind the heirs executors administrators and assigns of the respective parties; that the said undivided one fourth so to be conveyed shall be at the time of the making of such conveyance free and clear of all incumbrances made or suffered by the said party of the first part and that the said party of the second part is to have immediate undivided possession of said undivided one fourth part of all of said premises as tenant in common.

In witness whereof the said parties to these presents have hereunto set their hands and seals the day and year first above written.

Witness

G. L. Wratten

Mariano Armijo

(Seal)

Conrad Shenfield

(Seal)

Territory of New Mexico )  
County of Bernalillo ) ss.

On this eighth day of May 1884, personally appeared before me George L. Whratten a Notary Public in and for said County Mariano Arrijo and Conrad Shenfield each of whom is personally known to me to be the person described in and who executed the foregoing instrument as a party thereto and who acknowledged to me that they each severally executed the same freely and voluntarily and for the uses and purposes therein mentioned.

In witness whereof I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

G. L. Whratten  
Notary Public.  
Bernalillo Co. N. M.

(Seal)

MARIANO ARMIJO and LOLA CHAVES DE  
ARMIJO, his wife,

WARRANTY DEED

Dated: June 13, 1884  
Filed: June 17, 1884 at 3½ p.m.  
Consideration: \$2000.00  
Recorded: Vol. "Y", page 504  
Deed Records: Bernalillo County  
New Mexico.

to

ALBUQUERQUE WATER COMPANY,  
A corporation.

GRANTING CLAUSE: Grant, bargain, sell, convey and confirm.

CONVEYS:

Commencing at a stone set on the south west corner of section Twenty two (22) Township ten (10) North of Range three (3) East, thence North with section line dividing Sections Twenty one (21) and twenty two (22) Twenty eight hundred and ninety five (2895) feet to the place of beginning, being a post set on the Section line in the fence which is the North boundary line of Railroad Avenue as extended from the Town of Albuquerque thence with said Railroad avenue, east nine hundred and thirty three and thirty eight one-hundredths (933 38/100) feet to a post set at fence, thence North Nine hundred and thirty three and thirty eight one hundredths (933 38/100) feet to a post set in a mound thence west nine hundred and thirty three and thirty eight one hundredths (933 38/100) feet to a post set at the fence on above mentioned section line, thence with said section line south, Nine hundred and thirty three and thirty eight one hundredths (933 38/100) feet to the place of beginning, the tract conveyed being twenty acres in the shape of a square lying in the North west quarter of said section Twenty two (22).

Signed, sealed delivered in  
presence of witness Lewis A.  
Grant.

Mariano Armijo (L.S.)  
Lola Chaves de Armijo (L.S.)

Territory of New Mexico )  
County of Bernalillo ) ss.

He is subscribed, that on this the thirtieth day of June A. D. one thousand eight hundred and eighty four, before me, the undersigned Notary Public, personally appeared Mariano Armijo and Lola Chaves de Armijo, his wife, to be well known to be the persons whose names are subscribed to the foregoing deed of parties thereto, and they acknowledged that they signed, sealed and executed the same freely and voluntarily, for the uses and purposes therein mentioned.

And the said Lola Chaves de Armijo having been by me examined separate and apart from her said husband and the contents of said deed having been by me first read and explained to her, acknowledged that she signed, sealed and executed the same freely and voluntarily and without compulsion or the illicit influence of her said husband.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

(Seal)

John V. Meel, Notary Public.  
Bernalillo County, New Mexico.

ALBUQUERQUE WATER COMPANY,  
a corporation

TO

WATER SUPPLY COMPANY OF  
ALBUQUERQUE, New Mexico,  
likewise a corporation.

QUITCLAIM DEED.

Dated: Sept. 20, 1890  
Filed: Sept. 29, 1890 at 5 P.M.  
Consideration: \$1.00  
Recorded: Vol. 14, page 369  
Deed Records: Bernalillo County,  
New Mexico.

GRANTING CLAUSE: Demise, release and forever quitclaim.

CONVEYS: Also another piece and parcel of land, commencing at a stone set on the south west corner of Section Twenty-two (22) Township Ten (10) North of Range Three (3) east, thence north with said section line dividing sections twenty one and twenty-two, twenty-eight hundred and ninety five (2895) feet to the place of beginning being a post set in the section line in the fence, which is the north boundary line of Railroad Avenue, as Extended from the town of Albuquerque, thence with said Railroad Avenue east 933.38 feet to a post set at fence, thence north 933.38 feet to a post set in a mound, thence west 933.38 feet to a post set at the fence on above mentioned section line, thence with said section line south 933.38 feet to the place of beginning, being twenty (20) acres in the shape of a square, lying in the north west quarter of said section twenty two (22) upon which the Water Company's or the party of the first part has its Reservoir located.

(Corporate Seal) Albuquerque Water Company  
By Angus A. Grant President.

Albuquerque Water Company  
By Benjamin F. Davis Secretary.

Territory of New Mexico )  
County of Bernalillo. )

On this 30th day of September A. D. 1890, before me personally appeared Angus A. Grant and Benjamin F. Davis, to me personally known who being by me duly sworn, did say the said Angus A. Grant that he is President and the said Benjamin F. Davis, that he is secretary of the Albuquerque Water Company a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation, by authority of its Board of Directors, and that said Angus A. Grant and Benjamin F. Davis, acknowledged said instrument to be the free act and deed of said corporation.

In Witness whereof, I have hereunto set my hand and official seal on the day and year last above written.

(Notarial Seal)  
My commission expires  
July 30th, 1895.  
E. W. Dobson, Notary Public.

WATER SUPPLY COMPANY OF  
ALBUQUERQUE, NEW MEXICO,  
a corporation,

TO

THOMAS FITZGERALD

QUITCLAIM DEED.

Dated: Sept. 23, 1891  
Filed: Sept. 23, 1891 at 4:40 P.M.  
Consideration: \$1.00  
Recorded: Vol. 22, page 99  
Deed Records: Bernalillo County  
New Mexico.

GRANTING CLAUSE:

Grant, bargain, sell, remise, release and forever  
quitclaim.

CONVEYS:

The North west 1/4 of Section 22, Township 10,  
North, Range 3 East, New Mexico Principal  
Meridian.

Except that certain piece or parcel of land  
situate in said County and Territory aforesaid  
described as follows, to-wit: (Here follows description  
of land not herein abstracted:)

(Corporate Seal)

Water Supply Company of Albuquerque, N.M.  
By Perfecto Armijo, Vice President  
Benjamin F. Davis, Secretary.

Territory of New Mexico )  
County of Bernalillo ) ss.

On this the 23rd day of September, A. D. 1891, before me  
appeared Perfecto Armijo and Benjamin F. Davis to me personally known  
who being by me duly sworn, did say the said Perfecto Armijo that he  
is the Vice-President and the said Benjamin F. Davis that he is the  
secretary of the Water Supply Company of Albuquerque, N. M. and that  
the seal affixed to said instrument is the corporate seal of said  
corporation and that said instrument was signed and sealed on behalf of  
said corporation by authority of its Board of Directors and the said  
Perfecto Armijo and the said Benjamin F. Davis acknowledged said instru-  
ment to be the free act and deed of said corporation.  
In Witness Whereof, I have hereunto set my hand and official  
seal this day and year last above written.

(Notarial Seal)

E. W. Dobson  
Notary Public.

Receivers Receipt

Receivers Office at Santa Fe, N. M.

No. 1407

April 20, 1889

Recieved from Solon E. Rose of Bernalillo County, New Mexico the sum of Two Hundred Dollars, and no cents; being in full for the N. W.  $\frac{1}{4}$  of section No. 22, in township No. 10 N. of Range No. 3 E. containing 160 acres and no hundredths, at \$1.25 per acre.

\$200.00

Leigh O. Knapp, Receiver

Filed: May 11, 1889 at 9 A.M.  
Recorded: Vol. 14, page 21  
Deed Records: Bernalillo County,  
New Mexico.

THE UNITED STATES OF AMERICA

PATENT.

TO

Dated: June 1, 1891  
Filed: July 22, 1891 at 9 A.M.  
Consideration: Premises  
Recorded: Vol. 14, page 567  
Deed Records: Bernalillo County,  
New Mexico.

OLON E. ROSE

Certificate No. 1407

The United States of America

To all to whom these presents shall come, Greeting:  
Whereas Solon E. Rose of Bernalillo County, New Mexico Territory has deposited in the General Land Office of the United States a certificate of the Register of the Land Office at Santa Fe, New Mexico territory whereby it appears that full payment has been made by the said Solon E. Rose according to the provisions of the Act of Congress of the 24th of April 1820, entitled "An Act making further provisions for the sale of the Public Lands" and the acts supplemental thereto, for

The North west quarter of Section twenty two in township ten North of Range three east of New Mexico Meridian in New Mexico territory containing one hundred and sixty acres.

returned to the official plat of the survey of the said lands, said tract has been purchased by the Surveyor General, which

Now know ye, that the United States of America, in consideration of the premises, and in conformity with the several acts of Congress in such case made and provided, have given and granted, and by these presents do give and grant unto the said Solon E. Rose, and to his heirs, the said tract above described;

To have and to hold the same, together with all the rights, privileges, immunities, and appurtenances, of what so ever nature, thereunto belonging, unto the said Solon E. Rose and to his heirs, and assigns forever; subject to any vested and accrued water rights and mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by the local customs, laws and decisions of courts; and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States.

In testimony whereof, I, Benjamin Harrison, President of the United States of America, have caused to be made Patent, and the seal of the General Land Office to be hereunto affixed.

Given under my hand at the City of Washington, the first day of June, in the Year of our Lord one thousand eight hundred and ninety one, and of the Independence of the United States the one hundred and fifteenth.

(General Land  
Office Seal)

By the President: Benjamin Harrison  
By Ellen M. O'Connell, Secy. Secretary,  
D. C. to be sealed,  
Recorder of the General Land Office.

Recorded Vol. 4, A. page 51.

SOLON E. ROSE and BOOKER M. ROSE,  
his wife.

WARRANTY DEED.

Dated: Oct. 6, 1890  
Filed: Oct. 8, 1890 at 10A.M.  
Consideration: \$17500.00  
Recorded: Vol. 20, page 70  
Deed Records: Bernalillo Co.,  
New Mexico.

TO

THOMAS FITZGERALD

GRANTING CLAUSE: Grant, bargain, sell, convey and confirm.

CONVEYS:

The Northwest quarter (NW $\frac{1}{4}$ ) of Section number Twenty two (22), in Township number Ten (10) North, of Range number three (3) East, of New Mexico principal meridian, save and except nine (9) acres of land in said quarter Section composed of three separate rectangular tracts, each containing three acres, described as follows: to-wit: the first and westernmost of said three-acre tracts include the house, outhouses and improvements where said first parties have been residing and now occupied by their tenant and is bounded as follows: On the South by a line running at a right angle to the west line of said quarter section through a point one hundred feet south of southwest corner of dwelling house on said quarter Section from a point 60 feet East of West line of the quarter section to a point due south of rear end of privy on said quarter section; East by a line due north from said last point sufficiently long to embrace three full acres in a rectangular block, thence west parallel to first line to a point due north of beginning point, thence south to beginning point; the second of said tracts is bounded on west by line commencing at point sixty feet due east of south-east corner of first block and running due north to a point due east of North-East corner of first block, thence due East sufficiently long to produce a rectangular block of three full acres, thence due south to a point due east of first point, thence west to said first point; the third of said blocks is due east of the second a distance of sixty feet with its west line parallel to east line of the second block and of same length and is a rectangular figure of three full acres.

Solon E. Rose (Seal)  
Booker M. Rose (Seal)

Territory of New Mexico )  
County of Bernalillo. )

Personally appeared before me the undersigned this 6th day of October A.D. one thousand eight hundred and ninety, Solon E. Rose and Booker M. Rose his wife, who are personally known to me to be the persons whose names are subscribed to the foregoing conveyance as parties thereto, and they jointly declared the same to be their act and deed, and that they voluntarily signed, sealed and executed the same for the uses and purposes therein mentioned.

In witness whereof, I have hereunto set my official signature this 11th day of October A. D. 1890,  
(Notarial Seal)

Joan D. Hill's, Notary Public.



THOMAS FITZGERALD

AGREEMENT

TO

Dated: October 6, 1890  
Filed: Nov. 17, 1890 at 3:45 P.M.  
Consideration: \$1.00  
Recorded: Vol. 21, page 43  
Deed Records: Bernalillo County,  
New Mexico.

OLON E. ROSE

Deed Records: Bernalillo County,  
New Mexico.

This agreement made and entered into by and between Thomas Fitzgerald of the City of Denver, in the State of Colorado of the first part, and Solon E. Rose of the County of Bernalillo in the Territory of New Mexico of the second part.

Witnesseth: That whereas a deed of conveyance has been made and executed by said second party and his wife conveying to said first party one hundred and fifty-one (151) acres of land in the Northwest quarter of section 22 township 10 North, range 3 east New Mexico principal meridian of date October 6th, 1890, and whereas there has been reserved from sale of said quarter section the remaining nine acres in three blocks of three acres each, and it is desired, and one of the conditions inducing said sale was, that said first party should plat and lay off in block and streets the land sold and the nine acres reserved,

Now it is hereby agreed and understood and said first party engages and promises that street shall be located, defined and established around the four sides of each of said three acre blocks of not less than sixty feet in width, and a map or plat plainly defining said streets filed by said first party and at his expense within six months from the date hereof (the said filing to be in the office of the County Recorder of Bernalillo County New Mexico) and should default be made as to said platting and filing, then the said second party may procure the same to be done at the expense of said first party,

And whereas between the date of the contracting to sell and that of the selling and conveying of the said land a suit in equity was begun in the District Court of Bernalillo County, New Mexico, by the Albuquerque Water Supply Company against said Solon E. Rose, to have the title to a certain twenty acres of the land in said quarter section described in said suit and the lis pendens filed therewith quieted and established in the Complainant in said suit; now it is desired by the parties hereto first;

that the said suit shall be defended by first the claim of said complainant as exhibited in its bill in second; and in the event of a recovery said first party shall be saved harmless in the premises;

Therefore said second party engages and covenants to defend the said suit in good faith and to pay the expense thereof, and to permit said first party to employ counsel to assist in such defense if he should so desire, and the said second party also covenants that one of the notes payable two years after date hereof in the amount of the said suit shall remain to satisfy same and that one of the notes payable to satisfy same shall be placed in escrow in the Albuquerque National Bank of Albuquerque, and the amount of damage that may be suffered by said first party by reason of any recovery that may be had in said suit shall be credited on the book of the said note in a check of the rate of the bank's interest thereon, and provided that it is not paid in full within the time herein provided as by condition in a common check when the date of completion is to be paid for solely and entirely by the bank's check, when such time. In witness whereof the said parties have hereunto set their hands and seals the 6th day of October, A. D. 1890.

Witness to the signature of  
Thos. Fitzgerald

Solon E. Rose

Chas. E. Cleave  
Booker M. Rose

Denver, Col., Oct. 17/90  
DENVER CANADIAN TITLE INSURANCE COMPANY

State of Colorado )  
County of Arapahoe ) ss.

On this day personally appeared before me, Thomas Fitzgerald, known to me to be the person whose name is subscribed above and acknowledged that he signed, sealed, and delivered the said instrument of writing as his free and voluntary act, for the uses and purposes set forth.

Given under my hand and notarial seal this 17th day of October A. D. 1890.

Charles E. Cleave,  
Notary Public

(Notarial Seal)

My commission expires June 14, 1894.

Territory of New Mexico )  
County of Bernalillo )

On this the 10th day of November, A.D. 1890, before me personally appeared Solon E. Rose and Boker M. Rose, (wife of Solon E. Rose) and to me known to be the persons described in and who executed the foregoing instrument of writing and they acknowledged that they executed the same as their free act and deed.

In Witness Whereof, I have hereunto set my hand and official seal on the day and year last above written.

(Notarial Seal)

E. W. Dobson, Notary Public.

THOMAS FITZGERALD and MARY  
I. FITZGERALD his wife,

DEED OF TRUST.

Dated: October 6, 1890  
Filed: Oct. 8, 1890 at 10:30 A.M.  
Consideration: \$11600.00  
Recorded: Vol. 4 MP, page 538  
M. D. Records: Bernalillo County,  
New Mexico.

TO

JOHN A. LEE, second party  
SOLOV E. ROSE, third party

GIVEN TO SECURE the payment of a certain promissory note, said Deed of trust reading in part as follows: Thomas Fitzgerald is justly indebted into Solon E. Rose in the sum of \$11600.00 lawful money of the United States of America which is secured to be paid by three certain promissory notes with said Thomas Fitzgerald and A. M. Ghost as makers, bearing even date herewith, payable to the order of Solon E. Rose, in and by which said promissory notes said Thomas Fitzgerald and A. M. Ghost promise to pay to the order of Solon E. Rose the principal sum of \$5800.00 in one of said notes on or before one year after date, and the sum of \$2900.00 in each of the two other notes, each payable on or before two years after date, with interest thereon in each of the other notes from date at the rate of 10% per annum, payable at the office of the Albuquerque National Bank of Albuquerque, N. M.

CONVEYS:

The Northwest quarter(N.W.¼) of section number twenty two (Sec. No. 22) in Township number ten (Tp. No. 10) North of Range number three east (N of R. No. 3.E) of New Mexico principal meridian, save and except nine acres of land in said quarter section composed of three separate tracts rectangular in form, each tract containing three acres and described as follows, to-wit: (Here follows description of land not herein abstracted:)

Thomas Fitzgerald (Seal)  
Mary I. Fitzgerald (Seal)

STATE OF COLORADO )  
County of Arapahoe ) ss.

On this 6th day of October A. D. 1890 before me personally appeared Thomas Fitzgerald and Mary I. Fitzgerald to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.

Witness my hand and seal this day and year last above written.

(Signature) )  
My comm. expires: )  
June 14th, 1894.

Charles F. Cleave Notary Public.  
Arapahoe County.

THOMAS FITZGERALD

DECLARATION OF TRUST.

TO

Dated: September 26, 1893  
Filed: Oct. 4, 1893 at 9 A.M.

Consideration: \$17,500.00

Recorded: Vol. 22, page 336

Deed Records: Bernalillo County,  
New Mexico.

ALLEN M. GHOST

To all to whom these presents shall come,

I, Thomas Fitzgerald of the City of Denver, County of Arapahoe, and State of Colorado, send greetings;

Whereas by a certain Warranty Deed dated October 6th, 1890, for the consideration of \$17,500, there was granted to me 151 acres of the North West quarter of section 22, Township ten, North of Range Three, East of New Mexico principal meridian, and by a certain Warranty Deed dated October 9th, 1890, for the consideration of \$3,000. there was granted to me South half of South East quarter and the North East quarter of South East quarter of Section 22, Township 10, North of Range 3 East of New Mexico principal meridian; and by a certain Warranty Deed dated October 10th, 1890 for the consideration of \$1000. there was granted to me the west half of the south east quarter and the West half of the south east quarter of the south east quarter section 15, Township 10, North of Range 3 East, of New Mexico, principal meridian; and,

Whereas there still remains unpaid of the notes and mortgages given by me as part of the purchase price of the said above described property, the sum of \$5,900 and

Whereas Allen M. Ghost has paid the sum of \$3,900 or 8/32 of the amount paid in cash on the purchase price of the above described property and John Flanagan, and W. V. Fifield have each paid \$1,950. the same being 4/32 for each of the amount paid in cash and A. Halter has paid the sum of \$3,412.50 being 7/32 of the amount paid in cash; and Thomas Fitzgerald has paid the sum of \$4,387.50 being 9/32 of the amount paid in cash on the purchase price of said above described property, and

Whereas it is expressly understood and agreed that each of the above named is to pay his proportion of the balance of the purchase price of the same above described property together with accrued interest, taxes etc.

Now know ye that I, the said Thomas Fitzgerald, do by these presents make known, admit and declare that the said premises were so conveyed to me and that I now hold and will continue to hold the same in trust only for the use and benefit of the said above designated parties in proportion as above set forth.

And I do for myself, my heirs, executors and administrators covenant and agree to and with the above named parties and each of them and with their and each of their executors, administrators and assigns that I or my heirs will continue to hold the said above described premises for their respective use as above set forth and the proceeds arising therefrom on any sale of any part of said premises in the above proportions and will pay (after paying the balance of the purchase price of the above described property) to the above designated parties their heirs or assigns in the above proportions all proceeds that may accrue from the sale of said premises on any part hereof as soon as said balance of purchase price shall have been paid off and discharged; and that I, or my heirs shall not do or knowingly suffer or permit any act, deed, matter or thing whereby said premises can shall or may in anywise be impaired, injured, or incumbered in

title, interest charge, estate or otherwise; except that I shall be allowed to sell said premises as shall at any time hereafter be agreed upon by these holding the majority interests so set forth.

In Testimony Whereof, I have hereunto set my hand and seal this 26 th day of September 1893.

Thomas Fitzgerald

Notary's Certificate of Acknowledgement

State of Colorado )  
Arapahoe County ) ss.

I, Charles E. Cleave, a Notary Public in and for said County, personally known to me to be the same person whose name is subscribed to the annexed instrument of writing, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act for the uses and purposes therein set forth.

I further certify that my commission expires June 14th, 1894.  
Given under my hand and notarial seal this 26th day of September, A. D. 1893.

(Notarial Seal)

Charles E. Cleave  
Notary Public.

THOMAS FITZGERALD and MARY  
I. FITZGERALD, his wife,

DEED.

TO

Dated: June 4, 1896  
Filed: March 4, 1901 at 9 A.M.  
Consideration: \$1.00  
Recorded: Vol. 33, page 117  
Deed Records: Bernalillo County,  
New Mexico.

JOHN FLANAGAN

GRANTING CLAUSE:

Grant, bargain, sell, remise, convey, release and confirm.

CONVEYS:

The east half and the south west quarter of the south east quarter of Section twenty two, Twp. 10 N.R.3 E. of the N.M. principal meridian and also all the North west quarter of said section 22, except the four several tracts of land described as follows:  
(Here follows a description of land not herein abstracted)

Signed, sealed and delivered  
in presence of;

L. L. Kemp  
Bessie T. Gaylord

Thomas Fitzgerald (Seal)  
Mary I. Fitzgerald (Seal)

State of Colorado  
County of Arapahoe, ss.

Be it remembered, that on this fourth day of June A.D. one thousand eight hundred and ninety six before me, the undersigned, a Notary Public in and for said County in the State aforesaid, personally came Thomas Fitzgerald and Mary I. Fitzgerald his wife, to me well and personally known as the same persons whose names are subscribed to the foregoing deed, and as parties thereto they acknowledged that they signed, sealed and executed the said instrument of writing as their free and voluntary act, for the uses and purposes therein set forth.

I witness my hand and notarial seal this fourth day of June A. D. 1896.

(Notarial Seal)

Charles H. Emmons  
Notary Public.

My commission expires June 30th, 1897.

Territory of New Mexico  
County of Bernalillo  
In the District Court

James F. Denison, and  
John A. Lee, Plaintiffs.

No. 5496

vs.

Mary I. Fitzgerald, Allen M. Ghost,  
Walter W. Fifield, John Flanagan,  
A. Halter, Defendants.

Feb. 2, 1907

The Plaintiffs complain and allege:

First:—That on the 6th day of October, A. D. 1890, one Thomas Fitzgerald, now deceased, and the defendants Allen M. Ghost, made and delivered to one Solon E. Rose, thier two promissory notes of that date each for the sum of \$2900.00, copies of which notes are attached to this complaint, made a part thereof and marked exhibits "A" and "B".

Second:— That the said promissory notes were duly endorsed assigned and delivered to said plaintiff James F. Denison, who is now the legal owner and holder of said notes.

Third:— That there is now due and unpaid to the said plaintiff on said promissory notes and the sum of \$1500.00 with interest thereon at the rate of 10% per annum from the 23rd day of May, A. B. 1899.

Fourth:— That to secure the payment of the said promissory notes the said Thomas Fitzgerald, now deceased, and his wife the defendant Mary I. Fitzgerald, executed and delivered to plaintiff John A. Lee, their certain trust deed dated October 6th, 1890, conveying to said John A. Lee, in trust, certain property in the said County of Bernalillo therein fully described, which trust deed was duly recorded in Book 4 M. D. page 538 et seq. of the records of said County of Bernalillo, and a copy of which is attached to and made a part of this complaint and marked exhibit "C".

Fifth:— That the owners of the property described in the said deed of trust, failed to pay the taxes levied on said property and under the terms of the said deed of trust plaintiff James F. Denison paid the same, and claims a lien on the said property for the same with interest thereon at the rate of 12% per annum, the several payments so made are as follows:—

(Here follows list of payments)

and said plaintiff therefore claims a lien for the sum of \$687.83 with interest thereon at the rate of 12% per annum from the date of the filing of this complaint.

Sixth:— That on the 26th day of Sept. 3, 1893, the said Thomas Fitzgerald, now deceased, executed and delivered to certain creditors of trust, which was duly recorded in Book 2, page 366 of the records of said County of Bernalillo, a copy of which is attached hereto, and a part of this complaint and marked exhibit "D".

Seventh:- that the said Thomas Fitzgerald, died on the day of A. D., leaving no issue, and the said defendant Mary I. Fitzgerald, is the widow of the said Thomas Fitzgerald and his only heir at law.

Eighth:- That all the defendants are non-residents of the Territory of New Mexico; that defendants Mary I. Fitzgerald, Allen M. Ghost and John Flanagan are residents of the City of Denver in the State of Colorado; that defendant Walter V. Fifield is a resident of the City of Minneapolis in the State of Minnesota; that the defendant A. Halter, whose first name is unknown to plaintiff, had his last known residence in the City of Lincoln, in the State of Nebraska, but his present residence is unknown to plaintiff.

Wherefore plaintiff asks judgment in favor of plaintiff

James F. Denison for the amount due on said notes; that a decree be entered granting plaintiff James F. Denison, a lien upon the property described in said deed of trust for said judgment and for the amount expended by said plaintiff on account of taxes together with interest; that the said deed of trust be foreclosed; that the usual decree may be made for the sale of said premises, or so much as may be necessary to pay the said lien together with the costs of this suit, by a special master to be appointed by the court, according to law and the practice of this court; that the proceeds of said sale be applied first to the costs of said sale including a reasonable fee for the services of the special master, second to the payment of the costs of this suit, including a reasonable fee for the plaintiff James F. Denison, for money to the payment of the lien of plaintiff James F. Denison, for money expended for taxes, and fourth to the payment of the said judgment, and should a surplus remain it shall be paid into the registry of the court there to await the further action of this Court; that the said defendants and all persons claiming under them or either or any of them, subsequent to the execution of the said deed of trust, may be barred and foreclosed of all right claim or equity of redemption in the said premises and every part thereof; that the plaintiffs or either of them or any party to this suit may become purchaser at said sale; that the special master immediately after the said sale report his proceedings to this court, and upon the confirmation of the report of said sale by this court, make execute and deliver to the purchaser or purchasers at said sale, a good and sufficient deed for said property; and for such other and further relief in the premises as to this court may seem just and agreeable to equity.

R. W. D. Bryan &  
Picklesler, McLean & Bennett  
Attorneys for plaintiff.

Sworn to by James F. Denison on January 29, 1900, before  
Erwin I. Atbeck, Notary Public. Commission expires Oct. 15, 1900.  
and signed.

RECORDED IN BOOK 2.  
BOOK OF PUBLIC RECORDS filed reading in part as follows:

Territory of New Mexico, County of Bernalillo, ss.

I, J. J. McCreight, being duly sworn, depose and say that I am one of the publishers of the weekly Citizen, a newspaper published in the City of Albuquerque, in the County of Bernalillo and Territory of New Mexico; that the advertisement, a copy of which is hereto annexed, was first published in said newspaper in its issue of Feb. 3, AD. 1900,



and was published for 5 times, the last publication thereof being in the issue dated Mch. 3, 1900.

W. T. McGreight

Subscribed and sworn to before me this 2nd day of April, A. D. 1900  
(Notarial Seal) R. W. D. Bryan, Notary Public.

NOTICE TO NON-RESIDENT DEFENDANTS  
Territory of New Mexico, County of Bernalillo, in the District Court.

James F. Denison and  
John A. Lee, Plaintiffs,

vs.

Mary I. Fitzgerald, Walter V. Fifield,  
Allen M. Ghost, John Flanagan, A. Halter,  
Defendants.

No. 5496.

To Mary I. Fitzgerald, Allen M. Ghost, Walter V. Fifield, John Flanagan and A. Halter (whose first name is unknown), the above defendants:

You and each of you are hereby notified that the above named suit is pending in said court; that the said action is brought for the purposes of foreclosing a deed of trust fully set forth in the complaint filed in said cause and duly recorded in book 4, M. D., page 538 et seq., of the records of said county of Bernalillo, and to subject property described in said deed of trust and in which you are alleged to have some interest, to the payment of the indebtedness secured by said deed of trust, which at the time of the filing of the said complaint amounted to the sum of two thousand, three hundred and forty-two dollars and eighty-three cents (\$2,342.83), said property being a part of the northwest quarter (NW $\frac{1}{4}$ ) of section number twenty-two (22), in township number ten (10) north of range three (3) east of the New Mexico principal meridian, located in said county of Bernalillo, and for other relief, and unless you enter your appearance thereon on or before the 26th day of March, A. D. 1900, a decree pro confesso will be rendered against you and the plaintiffs will apply to the said court for the relief demanded in said complaint.

R. W. D. Bryan,

Albuquerque, N. M.

Bickler, McLean & Bennett,

Denver, Colo., Attorneys for Plaintiff.

Harry P. Owen,

Clerk of said Court.

APRIL 2, 1900.

FINAL JUDGMENT filed reading in part as follows:

The above cause coming on to be heard on the bill of complaint filed herein, a judgment by default having been entered against the said defendants, Mary I. Fitzgerald, Allen M. Ghost, Walter V. Fifield, John Flanagan and A. Halter, for failure to appear, and the evidence adduced on the part of the plaintiff, and the Court having heard R. W. D. Bryan, attorney for plaintiffs, and being well and fully advised in the premises doth find:

That all the material allegations in the bill of complaint are true; that the plaintiff, James F. Denison, is the owner of the tract referred to in said complaint, and that there is now due to him on the said tract the sum of \$2,342.83, dollars, with interest thereon at the rate of ten (10%) per cent per annum; that said note was secured by the deed of trust referred to in said complaint on the following described property situated in the County of Bernalillo and Territory of New Mexico, and known and described in the United States Public Land Surveys for New Mexico, as the Northwest quarter (N.W.1-4) of section number twenty-two

(sec. No. 22) in Township number ten (Tp. No. 10) North of range number three (N. of R.No. 3.E.) east of New Mexico principal meridian, save and except nine acres of land in said quarter section composed of three separate tracts, rectangular in form, each tract containing three acres, and described as follows, to wit:

The first and western most of said three acre tract includes a house and out-houses, and improvements where one Solon E. Rose has been resided and which is now occupied by his tenant, and is bounded as follows:

On the south by a line running at right angles to the west line of said quarter section through a point one hundred feet south of the south-west corner of the Swelling house on said quarter section from a point sixty feet east of the west line of said quarter section to a point directly south of the rear end of the privy on said quarter section; on the east by a line at a right angle through said south boundary line extended north directly in the rear of said privy sufficiently far to form a rectangular block of three full acres; thence west parallel to the first line to a point directly north of the beginning point; thence south to the point of beginning. The second of said blocks is bounded by a line commencing at a point sixty feet due east from the southwest corner of said first block; thence running north parallel to the east line of said first block, to a point due east of the northeast corner of said first block thence east a sufficient distance to embrace three full acres in a rectangular block; thence south to a point east of the point of beginning on a parallel line to the first line; thence to the point of beginning. The third of said blocks is bounded on the west by a line beginning at a point sixty feet due east of the southeast corner of said second block; thence running north to a point due east of the northeast corner of said second block; thence east sufficiently far to embrace three full acres in a rectangular figure; thence south on a line parallel to the first line to a point due east of the point of beginning; thence west to the point of beginning. That the declaration of trust referred to in said complaint represents the proportionate interests which the said defendants have in the above described land; the said defendant, Mary I. Fitzgerald as widow of the said Thomas Fitzgerald, succeeding to all his interest in said property; that under and by virtue of the provisions of said deed of trust the said plaintiff, James F. Denison, paid the taxes on said property, and is entitled to a lien therefor on the said property to the amount of six hundred and eighty-seven dollars and eighty-three (\$887.83) cents, with interest thereon at the rate of 12% per annum from the second day of February, A. D. 1900, which amounts at the time of entering this decree to the sum of \$700.58; that plaintiff is entitled to a reasonable attorney's fee in this cause, which is hereby fixed at the sum of 500.00 dollars.

It is therefore ordered, adjudged and decreed that the plaintiff, James F. Denison, has a lien on the heretofore mentioned property for the sum of 5843.51 dollars, with interest thereon at the rate of 10% per annum, and for the sum of seven hundred and 66/100 dollars with interest thereon at the rate of 10% per annum, together with all costs of this proceeding, including an attorney's fee of 500.00 dollars; that all and sundry of the parties hereto, or so much thereof as may be sufficient to raise the amount so found due to the said plaintiffs, together with the costs of his suit, and the expenses of sale be sold at public auction, by W. T. S. Sabel who is hereby appointed special master for the purpose, in the manner prescribed by law, and according to the order of the court in this behalf, unless the said defendants, or either of them, or any one of them shall in 10 days after the said summons so found due the said amount within ninety (90) days from the date of the entering of this decree.

That said special master out of the proceeds of said sale shall retain his fees and the expenses attending said sale, and also the costs of this proceeding, including the fee of plaintiffs' attorney; he shall then pay to plaintiff or his attorney the said sum of 700.66/00 dollars together with interest thereon at the rate of twelve (12) per cent per annum from the date of this judgment, and shall then pay to said plaintiff or his attorney the said sum of 500.00 dollars together with interest thereon at the rate of 10% per annum from the date of this judgment.

That said defendants, Mary I. Fitzgerald, Allen M. Ghost, Walter V. Fairfield, John Flanagan, and A. Halter, and all persons claiming or to claim from or under them, and all persons having liens subsequent to said mortgage be forever barred and foreclosed of and from all equity of redemption or claim of in and to the said mortgaged premises and every part and parcel thereof from and after the delivery of the deed of the said special master.

It is further ordered, adjudged and decreed, that any of the parties to this sale may become the purchaser or purchasers of said premises at such sale, and that said purchaser or purchasers be let into possession of the said premises, and that any of the parties to this action, who may be in possession of said premises, or any part thereof, and any person or persons who, since the commencement of this action have come into possession of said premises under them or either of them, shall deliver possession thereof to such purchaser or purchasers on production of the special master's deed to said premises or any part thereof.

And it is further ordered, adjudged and decreed, that if the moneys arising from the sale of the said premises as aforesaid, be insufficient to pay the amounts so found due to the plaintiff as above stated, with interest and costs, including plaintiffs' attorney's fee and the expenses of the sale as aforesaid by special master appointed herein to make said sale, the special master shall in his report specify the amount of such deficiency and the balance due to the said plaintiff, James F. Denison; and should there be a surplus arising from such sale, over and above the amount necessary to meet the demands herein provided for, said special master shall specify in his report to what extent the amount of such surplus, if any, and the Court will in the order approving said sale enter up the proper judgment in the matter.

J. W. Crumacker  
Judge.

APRIL 19, 1901.

ARTHUR W. BRYAN filed pending in part as follows:

I, R. D. Bryan, hereby declare that I am the attorney for the above named plaintiffs; that I will file in the District Court of the County of Santa Clara the bill and the original and the copy of the summons and the bill and in the above styled case, and that the same by registered mail, and I attach hereto the post office receipts for the same, being numbers 349, 350, 351, 352, and 353. I further certify that I have received return registered receipts from each of the letters transmitted by the above mentioned plaintiffs, which receipts were received by me at my office at Santa Clara, California, on the 17th day of April, 1901. I further certify that the letters sent to defendants Mary I. Fitzgerald, Allen M. Ghost, Walter V. Fairfield, John Flanagan, and A. Halter, were returned because it could not be delivered; the addresses of the defendants being in Santa Clara, Cal.

Subscribed and sworn to before me, this \_\_\_\_\_ A. D. 1901.

(Post Office Receipts attached)

JULY 23, 1900.

Remittitier filed, reading in part as follows:  
 Now comes the above plaintiff by his attorney, R. W. D. Bryan and files this remittitier and says that he remits from the judgment heretofore entered in said cause of \$5843.51 the sum of \$4321.85 leaving the said judgment \$1521.66 and of the judgment of \$500 for attorneys fee the sum of \$250.00 leaving the said judgment for attorneys fees \$250.00.

OCTOBER 6, 1900.  
 RECEIPT OF ATTORNEY FOR  
 PLAINTIFF, filed.  
 R. W. D. Bryan,  
 Attorney for plaintiff.

OCTOBER 6, 1900.

PROOF OF PUBLICATION, filed reading in part as follows:  
 TERRITORY OF NEW MEXICO, County of Bernalillo, ss.

W. T. McCreight, being first duly sworn, deposes and says that he is one of the publishers of the weekly Citizen, a newspaper published in the City of Albuquerque, in the County of Bernalillo and Territory of New Mexico; that the advertisement, a copy of which is hereto annexed, was first published in said newspaper in its issue of July 28th, A. D. 1900, and was published for 5 issues the last publication thereof being in the issue dated Aug. 25th, 1900. W. T. McCreight.

Subscribed and sworn to before me this 18th day of Sept. A. D. 1900.

R. W. D. Bryan, Notary Public.

NOTICE OF SALE.

Notice is hereby given, that under and by virtue of a final judgment, entered on the 2nd day of April, A. D. 1900, in the district court in and for the county of Bernalillo, in the Territory of New Mexico, in cause No. 5496, wherein James F. Denison and John A. Lee were plaintiffs and Mary I. Fitzgerald, Allen M. Ghost, Walter V. Fifield, John Flanagan and A. Halter, were defendants, I, the undersigned, T. S. Hubbell, special master, appointed in said judgment, to execute said judgment, and to sell the property hereinafter mentioned, to satisfy the judgment rendered in said cause, in the event that the defendants or some one for them did not pay within ninety (90) days from the date of said judgment, the amount of said judgment and the costs of said suit, and whereas the said ninety (90) days have elapsed and the said judgment remains unpaid, will offer for sale at public vendue and sell to the highest bidder for cash, at 10 o'clock in the forenoon of the 27th day of August, A. D. 1900, at the front door of the Court House of said County of Bernalillo, the following described property, situate in the county of Bernalillo and Territory of New Mexico, and known and designated in the United States Public Land surveys for New Mexico, as the Northwest quarter (NW<sup>1</sup>/<sub>4</sub>) of section number twenty-two (Sec. No. 22) in township number ten (T. No. 10) north of range three east (R. 3. E.) of the Meridian running north and south and across nine (9) acres of land in said quarter section composed of three (3) separate tracts rectangular in form, each tract composed of three (3) acres and described as follows, to-wit: (Here follows description of property not herein abstracted.)

The amount necessary to satisfy said judgment at the date of sale is \$250.00 and shall be assessed in the expense of this sale.

R. W. D. Bryan, Atty. for Plaintiffs.

SAME DATE.  
 T. S. Hubbell, Special Master.

PROOF OF PUBLICATION filed stating that the Notice of Sale was also published in English in the Weekly Citizen on Sept 1, 1900.

OCTOBER 6, 1900.REPORT OF SPECIAL MASTER filed reading in part as follows:

The undersigned T. S. Hubbell, appointed Special Master in the above entitled cause in the final judgment rendered in the said cause on the second day of April A. D. nineteen hundred, for the purpose of executing said judgment by selling the property described in said judgment, presents to the said Court, this his report of his proceedings in the matter:

He caused a notice of the sale of the property to be published in the Weekly Citizen, the proof of the publication of the said notice being filed herewith. On the day named in the said notice of the sale of the said property, to-wit; the twenty-seventh day of August, A. D. nineteen hundred, the said Special Master was unavoidably absent from the City, and in consequence thereof, the sale was adjourned until the third day of September A. D. nineteen hundred. Due Notice of said adjournment was made in the said paper.

In accordance with the said notice, at ten o'clock in the forenoon of the third day of September A. D. nineteen hundred, at the front door of the Court House of the said County of Bernalillo, in the Territory of New Mexico, the said property was exposed by the undersigned for sale at public auction and sold to Walter V. Fifield, Trustee, et al for the sum of \$2763.16, he being then and there the highest bidder for said property.

The Special Master herewith submits a statement of the costs in connection with the said sale:

(Here follows lists of costs.)

leaving the balance to be distributed by order of the court.

The Special Master also submits herewith for the approval of the Court, a deed to the purchaser of the said property at the said sale. All of which is respectfully submitted.

T. S. Hubbell, Special Master.

OCTOBER 6, 1900.ORDER CONFIRMING SALE filed, reading in part as follows:

The above cause having come on to be heard on the report of the special Master, T. S. Hubbell, heretofore appointed to execute the judgment rendered in said cause, and the Court having heard R. W. D. Bryan, attorney for the plaintiff, and being fully advised in the premises, it is ordered, adjudged and decreed:

That the report of the Special Master on and the sale is hereby approved, and the sale, as reported, is hereby confirmed, and the Special Master, having submitted a deed for the property so sold to the inspection of the Court, the same was approved and the said Special Master ordered to execute and deliver the same.

It is further ordered, adjudged and decreed, that the Special Master, after paying the expenses of the said sale and the costs of said suit, shall turn over the balance of the proceeds of the said sale to R. W. D. Bryan, attorney for said plaintiff, to wit: his receipts for the same.

It is further ordered, adjudged and decreed, that there be Special Master be allowed the sum of thirty-seven dollars and fifty-cents (\$37.50) for his services in said cause, the same to be paid out of the proceeds of the said sale.

J. W. Green, Clerk,  
Judge.

T. S. HUBBELL, Special Master,

SPECIAL MASTER'S DEED.

Dated : September 3, 1900  
Filed: October 6, 1900 at 11:A.M.  
Consideration: Premises.  
Recorded: Vol. 33, page 83  
Deed Records: Bernalillo County,  
New Mexico.

TO

WALTER V. FIFIELD, Trustee

This indenture, made this third day of September, A.D. nineteen hundred, between T. S. Hubbell, Special Master, party of the first part, and Walter V. Fifield, Trustee of the City of St. Paul in the State of Minnesota, party of the second part, Witnesseth;

Whereas, in and by certain decree rendered by the Second Judicial District Court of the Territory of New Mexico, sitting in and for the County of Bernalillo, on the second day of April, A.D. nineteen hundred, in a certain action then pending in said court, which cause is numbered 5496 on the docket of said Court, in which cause James P. Denison, and John A. Lee were the plaintiffs, and Mary I. Fritzgerald, Allen H. Ghost, Walter V. Fifield, John Flanagan and A. Halter were the defendants, said action being one for the foreclosure of a trust deed duly recorded in Book four (4) of Mortgage Deeds, Folio 538 et seq. of the records of the said County of Bernalillo, it was, among other things, ordered, adjudged and decreed that all and singular the mortgaged premises described in the complaint and in the decree or so much thereof as might be necessary to pay the said judgment and costs, be sold at public auction by T. S. Hubbell, named as Special Master in the said decree, for cash in hand to the highest and best bidder at the front door of the Court House in the City of Albuquerque, County of Bernalillo and Territory of New Mexico, public notice having been given of the time and place of the said sale by publication for the space of four weeks in a newspaper published in the said County of Bernalillo;

And whereas the said party of the first part, T. S. Hubbell did, at the hour of ten o'clock in the forenoon of the third day of September A.D. nineteen hundred due public notice of the sale having been made, as provided in said judgment, sell at public auction at the front door of the Court House of the said Bernalillo County, agreeably to the said judgment, in the premises in said judgment, mentioned and described to the said Walter V. Fifield, Trustee, the said party of the second part hereto for the sum of two thousand seven hundred and sixty three 16/100 dollars (\$2763.16) he being the highest and best bidder and that being the highest sum bidden for the said property;

And whereas the said party of the second part paid to the said party of the first part the said sum of money so bidden by him;

And whereas, the said sale was reported to the said Court by the said party of the first part to said Special Master, in accordance with the order of the said Court; and whereas, the said sale was thereupon completed and approved by the said Court, and the said party of the first part was ordered by the said court to make and execute a deed of conveyance for the said premises to the said party of the second part.

Now this indenture witnesseth, that the said party of the first part, T. S. Hubbell, named in said judgment as Special Master to execute the said judgment and under the authority and in accordance with the said judgment, and in obedience to the said order of the Court, approving said sale and ordering the said party of the first part to make and execute this deed, and also in consideration of the premises and the said sum of \$2763.16 legal money of the United States, so bidden and paid

to him by the said party of the second part hereto, Walter V. Fifield, trustee, and receipt whereof is hereby acknowledged, hath granted, bargained, conveyed and sold, and by these presents doth grant, bargain, sell and convey to the said Walter V. Fifield Trustee, the said party of the second part herein and to his successor, successors and assigns forever, all those lots, pieces and parcels of land, situated lying and being in the County of Bernalillo and Territory of New Mexico and known and designated in the United States Public Land Surveys for New Mexico, as the north-west quarter (N.W.¼) of section twenty-two (Sec. No. 22) in township number ten (10) north of range three, east (N.R.3 E.) of New Mexico principal meridian, save and except nine (9) acres of land in said quarter section composed of three (3) separate tracts rectangular in form, each tract containing three (3) acres and described as follows, to-wit:

(Here follows description of land not herein abstracted)

Together with all and singular the rights, privileges, hereditaments and appurtenances whatsoever, thereunto belonging or in any wise appertaining, and the reversions and remainders, rents, issues and profits thereof; and also all the estate right title interest property claim and demand whatsoever whether in law or in equity of the said defendants to the said cause, to-wit: Mary I. Fritzgerald, Allen H. Ghost, Walter V. Fifield, John Flannagan and A. Halter.

To have and to hold, the said premises sold and described, with the appurtenances unto the said party of the second part, his heirs and assigns forever.

In Witness Whereof, the said party of the first part has hereunto set his hand and seal the day and year first above written.

(\$3.00 Revenue Stamp  
attached hereto)

T. S. Hubbell (Seal)

Territory of New Mexico  
County of Bernalillo

On this 3rd day of September A. D. nineteen hundred, personally appeared before me T. S. Hubbell, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Witness my hand and seal the day and year last above written.

(Notarial Seal)

R. A. D. Bryan, Notary Public.

The above deed is approved and ordered delivered.

T. S. Hubbell  
Associate Justice of the Supreme  
Court of the Territory of New Mexico  
Notary of the second Judicial  
District thereof.

WALTER V. FIFIELD

QUITCLAIM DEED

TO  
Allen M. Ghost, John Flannagan  
and Walter V. Fifield, individually. New Mexico.  
Dated: April 30, 1901  
Filed: May 5, 1906 at 5 P. M.  
Consideration: \$1.00  
Recorded: Vol. 35, page 263  
Deed Records: Bernalillo County,

GRANTING CLAUSE: Remise, release, sell, convey and quitclaim.

CONVEYS:

One undivided one third part of the following lots, pieces and parcels of land, known and designated in the United States Public land surveys for New Mexico as the north west quarter of section number twenty two in township number ten north of range three east of New Mexico principal meridian, save and except nine acres of land in said quarter section composed of three separate tracts rectangular in form, each tract... (Here follows description of land not herein abstracted)

RECITES: And being the same property and interest deeded by T. S. Hubbell special Master, to Walter V. Fifield, trustee, September 3rd, 1900, and recorded in Vol. 33, folio 83, records of said County, this deed is given and received to terminate the trust and vest the title in the cestuis que trustents.

Walter V. Fifield (Seal)  
Trustee.

Signed, sealed and delivered  
in the presence of  
Henry J. Fletcher  
Edward H. C. Richardson

(10¢) Rev. Stamp  
M.V.S.  
5/3 1901.

State of Minnesota  
County of Hennepin SS.

I, Henry J. Fletcher, a Notary Public in and for said County, in the State aforesaid, do hereby certify that Walter V. Fifield, Trustee who is personally known to me to be the person whose name is subscribed to the foregoing deed, appeared before me this day in person and acknowledged that he signed, sealed and delivered the said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this thirtieth (30th) day of April A. D. 1901.

Henry J. Fletcher  
Notary Public.  
Hennepin County Minn.

(Notarial Seal)  
My Commission expires  
May 21, 1907.



JOHN FLANAGAN, a widower

DEED.

to

Dated: May 28, 1914  
Filed: June 15, 1914 at 3:51 P.M.  
Consideration: \$4488.32  
Recorded: Vol. 56, page 47  
Deed Records: Bernalillo County,  
New Mexico.

THE REGENTS OF THE UNIVERSITY  
OF NEW MEXICO, a corporation

GRANTING CLAUSE: Grant, bargain, sell, convey and confirm.

CONVEYS:

All of the northwest quarter of Section 22,  
Township 10 north, Range 3 East, New Mexico  
Principal Meridian, excepting the following  
five tracts, to-wit:  
(Here follows description of tracts not  
herein abstracted)

Signed, sealed and  
delivered in the presence of  
E. E. Whitted.

John Flanagan

(Seal)

UNITED STATES OF AMERICA.

STATE OF COLORADO, )  
CITY AND COUNTY OF ) :SS.  
DENVER, )

I, CHARLES W. BISHOP, Clerk of the United States District  
Court for the District of Colorado, do hereby certify that JOHN  
FLANAGAN, who is personally known to me to be the person whose name  
is subscribed to the foregoing Deed, appeared before me this day in  
person and acknowledged that he executed, signed and delivered the said  
instrument of writing as his free and voluntary act and deed, for the  
uses and purposes therein set forth.

I further certify that the said JOHN W. BISHOP on oath stated  
that he is unmarried and is a citizen and resident of Colorado.  
Given under my hand and official seal this 15th day of June,  
A. D. 1914.

Charles W. Bishop  
Clerk of the United States  
District Court.

(Seal)

STATE OF NEW MEXICO

COUNTY OF BERNALILLO

IN THE PROBATE COURT

IN the Matter of the Estate of  
Walter V. Fifield, Deceased.  
Petition for appointment of  
Administrator.

No. 1530

JUNE 12th, 1914.— PETITION FOR APPOINTMENT OF JOHN F. SIMMS, ADMINISTRATOR, Fletcher and Gertrude F. Fulmer, as Guardians of Walter W. Fifield, a minor, by their attorney, M. E. Hickey, and respectfully show to the court that Walter V. Fifield departed this life on the 25th day of July, 1911, in Minneapolis, Minnesota.

That the said Walter V. Fifield, deceased, died intestate; that his estate has been probated and settled in Hennepin County, Minnesota; that he died possessed of the following real estate situated in Bernalillo County, New Mexico;

Also all of the Northwest quarter of Section 22, Township 10 North, Range 3 East, New Mexico Principal Meridian, excepting the following five tracts, to-wit:

(Here follows description of five tracts of property not herein abstracted.)

That for the purpose of ascertaining of all debts and claims against the said Walter V. Fifield, deceased, are paid and settled, and for the further purpose of establishing who the legal heirs of Walter V. Fifield, deceased, are, and for the purpose, also, of fully settling and administering said estate, your petitioner respectfully prays that John F. Simms, of Albuquerque, New Mexico, be appointed administrator of said estate; that his bond be fixed at \$250.

That Albert W. Fifield, Gertrude F. Fulmer and Walter V. Fifield, a minor, are the only living children and heirs of Walter V. Fifield, deceased.

And thus your petitioner will ever pray.

Albert W. Fifield,  
Gertrude F. Fulmer,  
Henry J. Fletcher, and  
Gertrude F. Fulmer, as Guardian  
of Walter W. Fifield, a minor.

By M. E. Hickey, before John Vanshler, a Notary Public, on  
JUNE 10, 1914, Seal. Commission expires Nov. 15, 1914.

JUNE 10, 1914.— JOHN F. SIMMS, ADMINISTRATOR, FLETCHER AND GERTRUDE F. FULMER, GUARDIANS OF WALTER W. FIFIELD, A MINOR, respectfully show to the court that the said Walter V. Fifield, deceased, departed this life on the 25th day of July, 1911, in Minneapolis, Minnesota.

JUNE 10, 1914.  
ALSO ALL OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 10 NORTH, RANGE 3 EAST, NEW MEXICO PRINCIPAL MERIDIAN, EXCEPTING THE FOLLOWING FIVE TRACTS, TO-WIT:

JUNE 12th, 1914.  
HERE FOLLOWS DESCRIPTION OF FIVE TRACTS OF PROPERTY NOT HEREIN ABSTRACTED, FILED.

JUNE 16, 1914.  
LETTERS OF ADMINISTRATION issued to John F. Simms.

JUNE 18th, 1914.  
INVENTORY filed including the following real estate:

Also all of the Northwest quarter of Section 22, Township 10 North Range 3 East, New Mexico Principal Meridian, excepting the following five tracts, to-wit:  
(Here follows description of five tracts of real estate not herein being abstracted.)  
(Also other property.)

AUGUST 1, 1914.  
RECEIPT filed reading as follows:

Minneapolis, Minnesota,  
June 30th, 1914.

Received of Harry B. Cornell, Special Guardian, the sum of \$1262.00, in full payment for the interest of Walter W. Fifield, a minor, in and to certain real estate in Bernalillo County, New Mexico.

Harry J. Fletcher  
Gertrude F. Fulmer  
Guardians of Walter W. Fifield.

FEBRUARY 1st, 1916.

ORDER filed, reading in part as follows:

IT IS ORDERED AND DECREED that the 6th day of March, 1916, at the hour of ten o'clock in the forenoon be set for the time for the hearing on said final report.

FEBRUARY 1st, 1916.

PROOF OF POSTING NOTICE OF HEARING ON FINAL REPORT with the following certificate of Clerk attached:

I, A. E. Walker, County Clerk and ex-officio Clerk of the Probate Court in and for said county, do hereby certify that a Notice, of which the within is a carbon copy, was posted at the front door of the Court House of Bernalillo County, New Mexico, on the 1st day of February, 1916.

Witness my hand and the seal of said Probate Court this 1st day of February, 1916.

A. E. Walker, Clerk

FEBRUARY 1st, 1916.

Publication filed, reading as follows:

State of New Mexico, County of Bernalillo, ss.

Geo. S. Wellent, being duly sworn, declares and says that he is the manager of the Albuquerque Evening Herald, a daily (except Sunday) newspaper printed in the English language, published and having a general circulation in the City of Albuquerque and County of Bernalillo and State of New Mexico, and which has been regularly published and issued for more than nine months preceding the date of the first insertion of the advertisement herein, that the publication, a copy of which is hereto attached, was published in said paper, in the regular and entire issue of every number of the paper during the period and time of publication and was published in the newspaper proper and not in a supplement once each week, on the same day of the week, for four consecutive weeks,

the first publication being on the 17th day of June, 1914, and the last publication on the 8th day of July, 1914.

Geo. S. Valliant, Manager.

Sworn to and subscribed before me, a Notary Public in and for said County and State, this 25th day of January, 1916.

(Notary Seal) M. E. Hickey, Notary Public.

My commission expires Sept. 9, 1916.

#### ADMINISTRATOR'S NOTICE

In the Probate Court, Bernalillo County, New Mexico.

In the Matter of the Estate of Walter V. Fifield, Deceased.

Notice is hereby given that the undersigned was, on the 12th day of June, 1914, duly appointed administrator of the estate of Walter V. Fifield, deceased, by the Probate Court of Bernalillo County; and having qualified as such administrator, all persons having claims against the estate of said decedent are hereby notified and required to present the same to the undersigned in the manner and within the time prescribed by law.

Dated June 16th, 1914, Albuquerque, N. M.

John F. Simms, Administrator.

#### FEBRUARY 1, 1916.

Final Report of Administrator filed, reading in part as follows:

Comes now John F. Simms, administrator of the estate of Walter V. Fifield, deceased, and shows to the Court that the estate has been fully administered and settled; that there was no personal property belonging to said estate in the State of New Mexico; that due and legal notice was given of the appointment of John F. Simms as administrator of said estate, by publishing the same in the Evening Herald, a daily newspaper of general circulation in the County of Bernalillo and State of New Mexico; that proof of publication has been filed herein; that no claims of any kind or description were even filed with the administrator or with the Court; that more than one year has expired since said administrator was appointed and qualified in said case.

JOHN WATKINS, said administrator respectfully prays that a day for hearing the final report be set, and that upon the approval of said report, the administrator together with his bondsmen be discharged from further liability in the premises. And that notice be posted.

John F. Simms, Administrator.

Sworn to and shown to by John F. Simms on Jan. 27, 1916, before M. E. Hickey, a Notary Public of Bernalillo County, N. M., said show.

#### MARCH 21, 1916.

Order filed reading in part as follows:

This matter coming on to be heard on the final report of John F. Simms, the administrator of said estate, and the Court being fully satisfied in the premises that said administrator has fully administered and settled; that the administrator has done all things in accordance with the orders of this Court and the statutes in such case made and prescribed; and that said administrator together with his bondsmen should be discharged from further liability in the premises.

JOHN WATKINS, administrator, adjudged and decreed that the said John F. Simms, and his bondsmen be discharged from further liability

in the premises.

John Baron Burg, Judge of  
Probate Court.

Petition of Henry J. Fletcher and Gertrude F. Fulmer, Guardians of the Estate of Walter W. Fifield, a minor, of Hennepin County, Minnesota, to Sell Real Estate.

OCTOBER 31, 1913

PETITION filed, reading in part as follows:

Come now Henry J. Fletcher and Gertrude F. Fulmer, both of Hennepin County, Minnesota, and respectfully show to the court:

I.

That they are the duly appointed, qualified and acting guardians of the person and estate of Walter W. Fifield, a minor of said Hennepin County, Minnesota, said Walter W. Fifield, being 17 years of age; a certified copy of letters of guardianship issued by the probate court of said Hennepin County, Minnesota, is attached hereto, marked exhibit "A" and made a part of this petition.

II.

Said guardians respectfully show to the court that heretofore on the 8th day of April, 1912, a decree of distribution of the estate of Walter V. Fifield was entered in the court of Hennepin County, Minnesota, showing that the heirs of Walter V. Fifield, deceased, are Gertrude F. Fulmer, Albert W. Fifield, and Walter W. Fifield, his children, who are next of kin and only heirs at law of decedent; that each of said children of decedent is entitled to one third (1/3) of the property, both real and personal, belonging to the decedent at the time of his death. A certified copy of said decree of distribution is attached hereto, marked exhibit "B", and made a part of this petition.

III.

Your petitioners further show to the court that the estate of Walter V. Fifield, deceased, is the owner of an undivided 1/3 of the following described land lying, being and situate in the County of Bernalillo and State of New Mexico, to-wit:

Also all of the Northwest quarter of Section 20, Township 10 North, Range 5 West, New Mexico Principal Meridian, excepting the following five to six, to-wit:

(Here follows a recitation of land not herein recited)

That it is in the best interest of said estate to sell said land and a purchaser has been procured who offers to buy said land for the sum of Twelve thousand five hundred Dollars (\$12,500), which price your petitioners are informed and believe to be a fair and reasonable price for said land, and that the said land is situated in a well settled country and is well adapted for agricultural purposes and that the selling price is a fair and reasonable price for said land and that the same should be sold. That the said land is situated in a well settled country and is well adapted for agricultural purposes and that the same should be sold and the proceeds thereof should be distributed to the heirs of the said decedent.

H. J. Fletcher  
Gertrude F. Fulmer  
Petitioners.

Subscribed and sworn to by Henry J. Fletcher and Gertrude F. Fulmer before Fred W. Reed, a Notary Public in and for Hennepin County, Minnesota, on 27th day of October, 1913. My commission expires Dec. 20th, 1913.

(Seal)

EXHIBIT "A"  
LETTERS OF GUARDIANSHIP

State of Minnesota, County of Hennepin

Henry J. Fletcher and Gertrude F. Fulmer, both of Hennepin County, Minnesota, are hereby appointed GUARDIANS of the person and estate of Walter W. Fifield, of said County and State, a minor person.

WITNESS, Hon. GEORGE R. SMITH, Judge of the Probate Court in the County of Hennepin, and the seal of the Court, affixed the 7th day of August A. D. 1911.

(COURT SEAL)

By the Court: GEORGE R. SMITH, Judge

PROBATE COURT.

State of Minnesota )  
County of Hennepin ) ss.

I, Geo. L. HANSON, Clerk of the Probate Court, within and for said County of Hennepin, and Custodian of the seal and Records of said Court, do hereby certify, that I have compared the foregoing copy of the record of the Letters of Guardianship in the matter of the Guardianship of Walter W. Fifield, a minor person, with the original records thereof now remaining in this office and have found the same to be correct transcripts therefrom, and of the whole of such original Records. And I further certify that said exemplification would be received in evidence in all the Courts of the State of Minnesota.

In Testimony whereof, I have hereunto set my hand and affixed the Seal of Said Court, At Minneapolis, in said County this 14th day of September, A. D. 1912.

(Seal)

George L. Hanson  
Clerk of Probate Court.

STATE OF MINNESOTA )  
County of Hennepin. )

EXHIBIT "B"

PROBATE COURT.

In the matter of the estate of Walter V. Fifield, Deceased.

Decree of Distribution.

The application of Albert V. Fifield, administrator of the estate of said Walter V. Fifield, deceased, was on the 14th day of April 1912 presented to the Special Term sitting on the 28th day of April 1912 pursuant to an order heretofore made in said matter and the said administrator having appeared in support of said application, and filed proof of the due publication and mailing of notice of said hearing, he received the order of this Court, and he thereupon proceeded to cause said application to be filed in the Court and to cause the same to be published in accordance with the provisions of said Statute, together with the filing and receipt of this Court relative to said estate, and the filing of said application.

That the estate of said deceased, at the time and place of said application and administering said estate have been fully paid and discharged.

That said deceased died in testate on the 25th day of July 1911.

That the residue of said Estate remaining in the hands of said administrator to be distributed consists of personal property of the value of Fifty-two thousand eighty-three and 81/100 Dollars (\$52,083.81) and the following described real estate lying and being situated in the County of Hennepin and State of Minnesota, Viz:

(Other property in Minnesota described)

That said decedent left him surviving Gertrude F. Fulmer, Albert W. Fifield and Walter W. Fifield, his children who are next of kin and only heirs-at-law of said decedent.

And as Conclusions of Law, the Court finds that said above described real and personal property descends according to the laws of the State of Minnesota governing the descent of real and personal property in the State of Minnesota in cases of intestacy; that thereunder each of said children of decedent is entitled to one-third thereof, and that the Decree of this court should be made assigning and distributing the same accordingly.

On motion of Fred W. Reed, Esq., attorney for said petitioner, it is ordered, adjudged and decreed that the personal estate now remaining belonging to the estate of said deceased, be and the same is hereby assigned and distributed as follows, viz:

To each of said Gertrude F. Fulmer, Albert W. Fifield, and Walter W. Fifield one-third of said personal property absolutely.

And that the above described real estate be, and the same hereby is assigned and distributed as follows, Viz;

To each of said Gertrude F. Fulmer, Albert W. Fifield and Walter W. Fifield an undivided one-third thereof in fee.

Dated at Minneapolis this 19th day of April 1912.

By the Court,

George F. Smith  
Judge.

STATE OF MINNESOTA ) SS.

COUNTY OF HENNEPIN )

PROBATE COURT.

I, Geo. L. Hanson, Clerk of the Probate Court, within and for said County of Hennepin, and custodian of the said said records of said County, do hereby certify that I have compared the foregoing copy of the record of the above described distribution in the said County with the original, in said County, and that the said original records there of now retained in this office, do have found the same to be correct transcripts therefrom, and of the whole of such original records, and I further certify that said authentication would be received in evidence in all the courts of the State of Minnesota.

In testimony whereof I have hereunto set my hand and affixed the seal of said County, at Minneapolis, in said County this 19th day of April, A. D. 1912.

Geo. L. Hanson  
Clerk of Probate Court.

STATE OF NEW MEXICO  
COUNTY OF BERNALILLO  
IN THE DISTRICT COURT

Petition of Henry J. Fletcher )  
and Gertrude F. Fulmer, Guardians )  
of the Estate of Walter W. Fifield )  
a minor, of Hennepin County, )  
Minnesota. )

No. 9524  
Filed Nov. 1, 1913

DECREE

This cause coming on to be heard on the petition of Henry J. Fletcher and Gertrude F. Fulmer, guardians of the infant, Walter W. Fifield, to appoint a special master to sell all right, title and interest of said infant in and to the property described in the petition filed herein.

NOW THEREFORE, it is ordered, adjudged and decreed that all of the said minor's right title and interest in and to said property be sold for the sum of Thirteen Hundred and Eighty eight and 89/100 Dollars (\$1388.89), that being the amount mentioned in the petition filed herein; and that the special guardian make and deliver to the purchaser or purchasers a good and sufficient deed to said property.

That Harry B. Cornell be, and he is hereby, appointed special guardian with authority to sell said real estate for the above mentioned sum and to execute and deliver to the purchaser or purchasers a good and sufficient deed therefor.

That the costs of this suit expended, and the fee to the special guardian in the sum of \$25.00 be paid by the special guardian and the balance be turned over and delivered to said guardians of Walter W. Fifield.

That said special guardian shall furnish bond in the sum of Twenty-eight hundred Dollars (2800) for the faithful performance of his duties as special guardian.

H. F. Reynolds  
Judge.

November 10, 1913.  
Docket of SPECIAL GUARDIAN, filed.

June 13, 1914.

SPECIAL GUARDIAN H. CORNELL, filed.

Comes now Harry B. Cornell, heretofore appointed by this court to sell Real Estate, and respectfully shows to the court that he has sold and delivered to the Board of Directors of the Life Society of the American Title Insurance Company, the sum of One thousand three hundred and eighty-eight and 89/100 Dollars (\$1388.89).

That the decree heretofore entered in said cause ordered the real estate sold for one thousand three hundred and eighty-eight and 89/100 Dollars, (\$1388.89), that being the amount mentioned in the petition filed in said cause, special guardian respectfully shows to the court that the sum of One thousand three hundred and eighty-eight and 89/100 Dollars (\$1388.89) has been paid to the Life Society of the American Title Insurance Company, and that the balance of twelve thousand five hundred, (\$12,000) instead of twelve thousand five hundred, (\$12,000) as ordered in said decree, has been retained in said cause ordered.

That the said special guardian respectfully asks the court that all his costs and charges in said matter, including the acceptance of one thousand two hundred sixty-two Dollars for the minor's interest, be approved, and that special guardian together with his bondsmen be relieved from further liability in the matter and discharge upon filing a receipt from the legal guardians of said minor for the sum of One



Thousand two hundred sixty-two Dollars, (\$1262).

And thus your petitioner will ever pray,  
HARRY B. CORNELL,  
Special Guardian.

ORDER FILED READING AS FOLLOWS:

This cause coming on to be heard on the report of the special Guardian and the court, being fully advised in the premises, finds:

That the sum of Twelve thousand five hundred Dollars, (\$12,500) mentioned in the petition herein, was incorrect; the eleven thousand Dollars (\$11,000), plus interest is the correct amount for which the whole tract of land was to be sold, and that the minor, Walter W. Fifield, is entitled to one ninth ( $1/9$ ), of that amount.

That the sum of One thousandtwo hundred sixty-two dollars, (1262), is correct, and said amount includes a ninth of the purchase property of the whole tract of land plus interest on the same.

That the special Guardian has done all things in the premises according to the law, and by order of and with the approval of the court.

NOW THEREFORE: Let it be ordered, adjudged and decreed and it is hereby ordered, adjudged and decreed that the special Guardian's acts and doings in said matter are correct and according to the law and orders of the court and are approved in all things; that said special Guardian shall file a receipt from the legal Guardians of Walter W. Fifield, a minor, for the sum of One thousand two-hundred sixty-two dollars, (\$1262), and thereupon he together with his bondsmen shall be discharged from further liability in the premises.

H. F. FAYHOLDS,  
Clerk.

HARRY B. CORNELL, special Guardian  
of Walter W. Fifield, an infant,

DEED.

Dated: November 1, 1913.  
Filed: June 15, 1914 at 3:50 P.M.  
Consideration: \$1262.00  
Recorded: Vol. 56, page 45  
Deed Records: Bernalillo County,  
New Mexico.

TO

THE REGENTS OF THE UNIVERSITY OF  
NEW MEXICO.

THIS INDENTURE, made this first day of November, 1913, between Harry B. Cornell, special Guardian of Walter W. Fifield, an infant, of Albuquerque, New Mexico, party of the first part, and the Regents of the University of New Mexico, parties of the second part,

WITNESSETH: That, whereas, under and by virtue of the decree of the district court in and for the County of Bernalillo and State of New Mexico, made and entered on the first day of November, 1913, in cause No. 9524, one Harry B. Cornell was appointed special Guardian to sell all right, title and interest of the infant, Walter W. Fifield in and to the hereinafter described premises.

NOW THEREFORE, This indenture witnesseth, that the said party of the first part for and in consideration of the sum of twelve hundred sixty-two Dollars (\$1262), lawful money of the United States of America, to him in hand paid by the parties of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold, remised, release and conveyed and by these presents, does grant, sell, remise, release and convey unto the said party of the second part, its successors and assigns, forever, all of the right, title and interest of the said party of the first part in and to the following described real estate, situate, lying and being in the County of Bernalillo and State of New Mexico, to-wit:

(Property not herein abstracted)

Also all of the northwest quarter of Section 22, Township 10 North, Range 3 East, New Mexico principal Meridian, excepting the following five tracts, to-wit:

(Here follows description of tracts not herein abstracted.)

Together with all and singular the hereditaments and appurtenances thereunto belonging or in any wise appertaining, the reversion and remainder, with all and sundry, rents, issues and profits thereof, and all the estate, right, interest, title, claim and demand, whatsoever of the said party of the first part, either in law or equity; and, in and to the above described and bargained premises, with the hereditaments and appurtenances.

THEY HEREBY DO HOLD the said premises above described with the appurtenances unto the said party of the second part, its successors, assigns and assigns forever.

IN WITNESS WHEREOF the said party of the first part has hereunto set his hand and seal the day and year first above written.

Witness: Frank L. (Seal)  
By M. E. Hickey, Notary Public

Notary Public for New Mexico.

On the first day of November, 1913, before me personally appeared Harry B. Cornell, special Guardian of Walter W. Fifield, an infant, to whom I have been duly sworn, and he has declared to me that he is the said party of the first part in the foregoing deed, and that he is a duly qualified Notary Public for New Mexico.

(Notarial Seal)

M. E. Hickey, Notary Public, Bernalillo  
County, New Mexico.

DEED.

VOL. 56, page 45

Page #2.

My commission expires Sept. 5, 1914.

The foregoing deed is hereby approved.

H. F. Reynolds, Judge.

DEED.

ALBERT W. FIFIELD and FLORENCE

G. FIFIELD, his wife and  
GERTRUDE F. FULMER and BYON A.  
FULMER, her husband, who are all  
and the only heirs at law of WALTER  
V. FIFIELD, deceased, except WALTER  
W. FIFIELD, a minor,

Dated: June 9, 1914  
Filed: June 15, 1914 at 3:53 P.M.  
Consideration: \$2524.00

Recorded: Vol. 56, page 51

THE REGENTS OF THE UNIVERSITY OF  
NEW MEXICO, an institution duly  
incorporated.

Deed Records: Bernalillo County,  
New Mexico.

GRANTING CLAUSE: Grant, bargain, sell, remise, convey and confirm.

CONVEYS:

An undivided two ninth (2/9) and all of their interest  
in and to all of the following described lots, parcels, the  
or pieces of real estate, situate, lying and being in the  
County of Bernalillo and State of New Mexico, to-wit:  
Also, all of the northwest quarter of section 22, township  
10 North, Range 3 East, New Mexico Principal Meridian,  
excepting the following five tracts, to-wit:  
(Here follows descriptions of tracts not herein  
abstracted)  
(Also other property)

Albert W. Fifield (Seal)  
Florence G. Fifield (Seal)  
Gertrude F. Fulmer (Seal)  
Byon A. Fulmer (Seal)

STATE OF NEW MEXICO }  
COUNTY OF BERNALILLO } se.

On this 9th day of June, 1914, before me personally appeared  
Albert W. Fifield and Florence G. Fifield, his wife, and Gertrude F.  
Fulmer and Byon A. Fulmer, her husband, who are known to be the persons  
executing in my presence the foregoing instrument, and they  
declared that they executed the same at their free will and  
without any duress, fraud or coercion, and that they were duly  
advised of the contents and legal effect of the same, and that they  
witness my hand and seal the day and year last above written.

Notary Public, Bernalillo County,  
New Mexico.

(Notarial Seal)

My commission expires Oct. 1, 1915.

IN THE MATTER OF THE ESTATE  
OF ALLEN M. GHOST, Deceased.

No. 1529

JUNE 12th, 1914.

PETITION FOR APPOINTMENT OF ADMINISTRATOR, filed, reading in part as follows:

The petition of The City Bank and Trust Company, a corporation organized and existing under the laws of the State of Colorado, and Genevieve G. Whitted, respectfully shows:

That Allen M. Ghost departed this life at Denver, Colorado, on or about the 23rd day of June, 1913, the place of his residence. That said Genevieve G. Whitted, a daughter of said Allen M. Ghost, is his sole surviving heir.

That on the 26th day of March, 1912, at the City and County of Denver, Colorado, said deceased made and executed his last will and testament, whereby he gave certain of his estate to his said daughter, Genevieve G. Whitted, and the residue of his estate to said The City Bank and Trust Company, the residue of his said estate in trust for the purposes therein shown.

That after the death of said Allen M. Ghost, his said will was presented to the Probate Court of the City and County of Denver, for probate, which said will was admitted to probate by said court, except as to the provisions thereof creating said trust estate, and as to such provisions same were adjudged void by said Court.

That thereupon said The City Bank and Trust Company filed in said court, its acceptance of the order of said court, holding said trust estate void, and was by the order of said court on the 11th day of February, 1914, duly appointed executor of said estate of Allen M. Ghost, and is now the duly qualified and acting executor of said estate, in the State of Colorado.

That by the judgment of said Probate Court of the City and County of Denver, Colorado, said Allen M. Ghost was adjudged to have died intestate, as to all property not specifically given by his will to his said daughter, Genevieve G. Whitted.

That said Genevieve G. Whitted hereby consents and admits that as to all property owned by said Allen M. Ghost at the time of his death, situated in the State of New Mexico, he died intestate.

That deceased was the owner of property situate in Bernalillo County, New Mexico, at the time of his death.

That said trust estate, having failed, and said will of Allen M. Ghost deceased having been held void, there is now no trustee for said trustee named in said will to take and dispose of or administer.

That said Genevieve G. Whitted hereby consents and admits that as trustee of New Mexico, and as executor of said Allen M. Ghost, she is the sole and only person who is entitled to take and dispose of the same as administrator of the estate of said Allen M. Ghost, and as such, she respectfully petition and ask the appointment of D. K. B. Sellers, a resident of Bernalillo County, New Mexico, as administrator of said estate, and that all the debts of said Allen M. Ghost will be paid, and that his estate be allowed at least one hundred and fifty (150) dollars.

D. K. B. SELLERS, AND TRUST COMPANY,  
Executors, Administrators,  
and Assignees of said estate.

STATE OF COLORADO, CITY AND COUNTY OF DENVER, SS.

W. J. Galligan, being duly sworn, according to law, on oath states that he is the President of The City Bank and Trust Company, a corporation, and as such makes this verification.

That he has read the foregoing petition above subscribed by him for said The City Bank and Trust Company, that he knows the contents thereof, and that the same are true of his own knowledge.

Affiant on behalf of said Bank and Trust Company states that it consents that D. K. B. Sellers be named and appointed by the Probate Court of Bernalillo County, New Mexico, as administrator of the estate of Allen M. Ghost, deceased.

Affiant further states that this sole and only surviving heir is a daughter, Genevieve G. Whitted, and that her address is 848 Washington Street, Denver, Colorado.

W. J. Galligan

Subscribed and sworn to before me this 4 day of June, 1914.  
(Notarial Seal) George S. Vanlaw, Notary Public.

My commission expires  
December 23, 1914.

Consent of Genevieve G. Whitted as to the appointing of D.K.B. Sellers as administrator attached.

Oath of D. K. B. Sellers, as Administrator, attached hereto.

JUNE 12, 1914.

ORDER APPOINTING D. K. B. SELLERS, as Administrator, filed.

SAME DATE.

BOND OF ADMINISTRATOR FILED.

JUNE 13, 1914.

CATH OF ADMINISTRATOR, filed.

JUNE 13, 1914.

LETTERS OF ADMINISTRATION ISSUED TO D. K. B. SELLERS.

JUNE 16, 1914.

ORDER APPROVING SALE OF REAL ESTATE filed reading in part as follows:

UNITED STATES OF AMERICA,

STATE OF COLORADO, City and County of Denver, ss.

In County Court, Day Term, A. D. 1914.

The undersigned Honorable Ira J. Rothmeyer, Judge of the County Court, within and for the City and County of Denver, do hereby certify, and as a term thereof begun and held at the Court House in the City of Denver, in said County, on the first Monday (being the 4th. day) of May in the year of our Lord One Thousand Nine Hundred and Fourteen, and at the sole instance of the United States the one hundred and thirty-fourth.

Present, Honorable Ira J. Rothmeyer, Judge.

Witness my hand

at Denver, Colorado, this 16th day of

June, A. D. 1914.

Attest: Thomas H. Bonfills, Clk. Ex-officio Sheriff.

BE IT REMEMBERED, that upon to-wit, the 28th. day of May, A. D. 1914, the same being one of the regular days of the May Term, A.D.

1914, of said Court, the following order was had and entered of record in said Court, to-wit:

STATE OF COLORADO, CITY AND COUNTY OF DENVER,  
 IN THE COUNTY COURT )  
 CITY AND )  
 COUNTY OF DENVER. )

IN THE MATTER OF THE ESTATE )  
 OF ALLEN M. GHOST, DECEASED. )

This cause coming on this day to be heard on the verified petition of The City Bank & Trust Company, as executor of the last will and testament of Allen M. Ghost, deceased, and the verified petition of Genevieve G. Whitted, as sole heir at law of the said Allen M. Ghost, said petition asking for authority to sell and convey the interest in certain real estate of said Allen M. Ghost, located in Ber-nalillo County, New Mexico, to The Regents of the University of New Mexico, for the consideration of thirty-seven hundred eighty-seven and 16/100 dollars (\$3787.16), and it appearing to the Court

First, that Allen M. Ghost in his lifetime duly entered into a valid written agreement to sell and convey all his interest in said real estate described in said petition to said The Regents of the University of New Mexico; and that all parties in interest approve of and consent to the sale of said property at the price above specified, and second, that the consideration to be paid to the executor, The City Bank & Trust Company, is a fair and just one to the Estate of said Allen M. Ghost, it is hereby ORDERED, ADJUDGED AND DECREED:

First, That the Court approves in all things the sale and conveyance of said real estate described in said petition to The Regents of the University of New Mexico, at the price stipulated herein and in said petition.

Second. The form of deed attached to the petition in this cause to be executed by The City Bank & Trust Company as executor of the last will of Allen M. Ghost, deceased, and by said Genevieve G. Whitted, as sole heir at law, is by the Court duly approved and said The City Bank & Trust Company as such executor is hereby authorized and directed to execute, sign and deliver the said deed on the payment to said The City Bank & Trust Company of executor of the sum stated herein and in said petition.

Done in open Court this 28th. day of May, 1914,  
 Denver, Colorado.

Ira C. Roth, Judge.

I, EDWARD B. HOWELLS, Clerk of the County Court of the City and County of Denver, in the State of Colorado, do hereby certify that above and signed by the said Genevieve G. Whitted, as sole heir at law of the said Allen M. Ghost, and by the said The City Bank & Trust Company, as executor of the said will of Allen M. Ghost, and affixed the seal of said Court, at Denver, this 28th. day of May, A. D. 1914.

Edwards B. Howells, Clerk of  
 the County Court, Denver, Colo.

(281)

WESTERN AMERICAN TITLE AND GUARANTEE COMPANY

All of the Northwest quarter of Section 36, Township 10 North, Range 3 East, New Mexico Principal Meridian, excepting the following five tracts, to-wit: (Here follows description of five tracts not herein abstracted.) (Also other property.)

JULY 9th, 1914.

PROOF OF PUBLICATION filed reading in part as follows:

State of New Mexico, County of Bernalillo, ss.  
Geo. S. Valliant, being duly sworn, declares and says that he is the Manager of the Albuquerque Evening Herald, a daily newspaper printed in the English language, published and having a general circulation in the City of Albuquerque and County of Bernalillo and State of New Mexico, and which has been regularly published and issued for more than nine months preceding the date of the first insertion of the attached publication; that the publication, a copy of which is hereto attached, was published in said paper, in the regular and entire issue of every number of the paper during the period and time of publication and was published in the newspaper proper and not in a supplement once each week, on the same day of the week, for four consecutive weeks, the first publication being on the 16th day of June, 1914, and the last publication on the 7th day of July, 1914.

Geo. S. Valliant, Manager  
Sworn to and subscribed before, me, a Notary Public in and for said County and State, this 8th day of July, 1914.

(Notarial Seal)

My commission expires April 23, 1916.

P.F. McCanna, Notary Public.

ADMINISTRATOR'S NOTICE.

In the Probate Court, Bernalillo County, New Mexico.

In the matter of the estate of Allen M. Ghost, deceased.

Notice is hereby given that the undersigned was, on the 12th day of June, 1914, duly appointed administrator of the estate of Allen M. Ghost, deceased, by the probate court of Bernalillo County, and having qualified as such administrator, all persons having claims against the estate of said decedent are hereby notified and required to present the same to the undersigned in the manner and within the time prescribed by law.

Administrator. D.K.B. Sellers,

SEPTEMBER 22, 1914.

PETITION FOR ORDER TO RETURN PAPERS TO CITY BANK & TRUST CO., DENVER, COLO., FILED.

Seller & Sons, 1914.

COURT DEPOSITIVE GIVEN TO BANKS IN COMPLIANCE TO CIVIL B BANK & TRUST CO., DENVER, COLO., FILED.

FEBRUARY 25th, 1916.

FINDING REPORT OF AN ADMINISTRATOR FILED, REMAINING IN EFFECT AS FOLLOWS:

Comes now D.K.B. Sellers, and represents to the Court that before the time of the 14th day of June, 1914, the undersigned, D.K.B. Sellers was duly appointed and qualified as administrator of the estate of Allen M. Ghost, deceased, and that he has taken the steps required by law to qualify and is now acting as such administrator. He avers and represents that the probate court has approved his qualification and that he has taken the steps required by law to qualify and is now acting as such administrator. He further avers and represents that he has taken the steps required by law to qualify and is now acting as such administrator. He further avers and represents that he has taken the steps required by law to qualify and is now acting as such administrator.

Yearly reports for further payment to the estate of Allen M. Ghost, deceased, are being filed in compliance with the order of the court. The undersigned further avers and represents that he has taken the steps required by law to qualify and is now acting as such administrator.

The undersigned further avers and represents that he has taken the steps required by law to qualify and is now acting as such administrator. He further avers and represents that he has taken the steps required by law to qualify and is now acting as such administrator. He further avers and represents that he has taken the steps required by law to qualify and is now acting as such administrator.

Respectfully submitted, D. K. B. Sellers, Administrator of the estate of Allen M. Ghost, dec'd.

Subscribed to by D. K. B. Sellers before me, Notary Public, this 7th day of Feb. 1916.

Public on the 26th day of Feb. 1916.

Alameda County, California

Highway 197.



MARCH 6th, 1916.

ORDER filed stating that April 11th, 1916, at 10 o'clock in the forenoon is fixed as the time for hearing objections to said final account.

MARCH 7th, 1916.

CERTIFICATE OF POSTING NOTICE OF HEARING ON FINAL REPCPT, filed as follows:

State of New Mexico, County of Bernalillo..ss.

I, A. E. Walker, County Clerk and ex-officio Clerk of the Probate Court in and for said County, do hereby certify that a Notice of which the within is a carbon copy was posted at the front door of the Court House of Bernalillo County, New Mexico on the 7th day of March, 1916. Witness my hand and the seal of said Probate Court this 7th day of March, 1916.

A. E. Walker, Clerk (Seal)  
(Copy of Notice of Administrator attached)

APRIL 27, 1916.

FINAL ORDER AND DECREE, filed reading in part as follows:

This matter coming on to be heard upon the final report of D.K.B. Sellers, Administrator of the Estate of Allen M. Ghost, deceased, and it appearing to the Court that said final report was heretofore duly filed herein and that the 11th day of April, 1916, was duly fixed by the Court for the hearing of objections to said final report; that due and regular publication of notice of the filing of said final report and of the order thereon was made, as provided by law in such cases; and it further appearing to the Court that the said final report was regular in form and that the Estate of the said Allen M. Ghost, deceased, had been duly and fully administered, and that no property came into the hands of said administrator and that no claims of any kind have been filed against said Estate, but that in all other respects the said Estate has been duly administered and the law and the provisions being fully understood and considered by the Court, therefore,

IT IS ORDERED, ADJUDGED AND DECREED that the said final report be, and the same is, hereby approved and the administration of the said Estate of Allen M. Ghost, deceased, be and the same hereby is declared to be closed and the said U. V. P. Sellers and his wife and they are hereby released and discharged.

Done in open court this 27th day of April, 1916, at an adjourned session of the regular term of the Court.

John D. van Fure  
Probate Judge.

THE CITY BANK & TRUST COMPANY,  
a corporation of Denver, Colorado,  
as Executor of the last will and  
testament of Allen M. Ghost, deceased,  
and GENEVIEVE G. WHITTED, as sole heir  
at law of said Allen M. Ghost,

DEED.

Dated: May 29, 1911  
Filed: June 15, 1914 at 3:52 P.M.

Consideration: \$3787.16

TO

THE REGENTS OF THE UNIVERSITY OF NEW  
MEXICO.

Recorded: Vol. 56, page 49  
Deed Records: Bernalillo County,  
New Mexico.

THIS DEED, made this 29th day of May, 1914, between the CITY BANK & TRUST COMPANY, a corporation of Denver, Colorado, as Executor of the last will and testament of Allen M. Ghost, deceased, and GENEVIEVE G. WHITTED, as sole heir at law of said Allen M. Ghost, parties of the first part, and THE REGENTS OF THE UNIVERSITY OF NEW MEXICO, party of the second part, WITNESSETH:  
WHEREAS, Allen M. Ghost, formerly of the City and county of Denver, Colorado, died in said city on or about June 23rd, 1913, leaving as his sole heir at law his daughter, Genevieve G. Whitted, of Denver, Colorado; and

WHEREAS, said Allen M. Ghost left a last will and testament in and by which he nominated said The City Bank & Trust Company as Executor of said will and said The City Bank & Trust Company has heretofore duly qualified as such executor; and

WHEREAS, in his lifetime, the said Allen M. Ghost entered into an agreement to sell all his right, title and interest in the property hereinafter described to the Regents of the University of New Mexico, and each of the first parties hereto desired to carry out said agreement and to convey to said The Regents of the University of New Mexico the real estate hereinafter described in accordance with said agreement so entered into in the lifetime of said Allen M. Ghost; and

WHEREAS, a petition has been duly presented to the County Court of the City and County of Denver, Colorado, by the said first parties, and the said County Court has authorized and approved the sale and conveyance of said hereinafter described premises to said The Regents of the University of New Mexico, in accordance with said agreement executed in the lifetime of said Allen M. Ghost; and

WHEREAS, the form of this deed has been duly submitted to said court and duly approved by said court;

AND WHEREAS, in consideration of the premises and of the sum of Thirty seven hundred Eighty Seven & 16/100 Dollars paid by The Regents of the University of New Mexico to said The City & Trust Company as such executor, the receipt of which is hereby acknowledged, the said The City Bank & Trust Company, as such executor, and said Genevieve G. Whitted, as such sole heir at law, have GRANTED, BARGAINED, SOLD and CONVEYED, and do by these presents GRANT, BARGAIN, SELL, and CONVEY, unto the said Regents of the University of New Mexico, all right, title and interest of every description which they, the said first parties or either of them in any capacity have, as well as all right, title and interest of every description which the said Allen M. Ghost had in his lifetime, in and to the real estate hereinafter described, unto the said Regents of the University of New Mexico, in their own or sole capacity; and the said first parties, as aforesaid, have granted and sold the premises of the University of New Mexico, and hereby conveyed is described as follows:

An undivided one-third interest in and to the following real estate, situate in the County of Bernalillo, State of New Mexico, to-wit:

(Property not herein abstracted)

All of the northwest quarter of Section 22, Township 10 North, Range 3 East, New Mexico Principal Meridian, excepting the following five tracts, to-wit:

(here follows description of lands, not herein abstracted)  
TO HAVE AND TO HOLD all interest of the said first parties above mentioned and either of them, as well as all interest of said Allen M. Ghost in his lifetime, in and to each and every parcel of said real estate above described, together with all and singular the appurtenances and privileges thereunto belonging or in any wise thereunto appertaining and all the estate, right, title, interest and claim whatsoever of the first parties or either of them, or of the said Allen M. Ghost in his lifetime, either in law or in equity to the only proper use, benefit and behalf of the said second party, The Regents of the University of New Mexico, their successors and assigns forever.

And the said The City Bank & Trust Company, as such executor and the said Genevieve G. Whitted, do each covenant and agree with said The Regents of the University of New Mexico, their successors and assigns, that at the time of the ensembling and delivery of this deed, the said real estate above described is free and clear of all liens and encumbrances of every named and description, and that they have full power and authority to convey the same and that against all and every person or persons lawfully claiming any right, title or interest in the same they will FOREVER WARRANT AND DEFEND.

IN WITNESS WHEREOF, the said Genevieve G. Whitted has hereunto signed her name, and said The City Bank & Trust Company as executor has caused its corporate name to be hereunto signed by its President and its seal to be hereunto affixed and attested by its Secretary, the day and year first above written.

Genevieve G. Whitted (Seal)

As sole heir at law of Allen M.  
Ghost, Deceased.

THE CITY BANK & TRUST COMPANY,

By W. J. Gullivan  
Its President.

STATE OF COLORADO  
CITY AND COUNTY OF DENVER, CO.

As executor of the Last Will and Testament of Allen M. Ghost, deceased.

Personally appeared before me this 29 day of May, 1914, William J. Gullivan, personally known to me to be the president of the City Bank and Trust Company, and Genevieve G. Whitted, personally known to me, and each known to be the person described in and who executed the foregoing instrument, and the said Genevieve G. Whitted acknowledged that she executed said instrument as her free and voluntary act and deed and the said William J. Gullivan also acknowledged the foregoing instrument as his free and voluntary act and deed, and as the free and voluntary act and deed of the said The City Bank and Trust Company, and each of said parties also declared that they executed the said deed for the uses and purposes therein set forth.

Witness my hand and official seal this 29 day of May 1914.

(Notarial Seal)

Wulga Anderson, Notary Public.

Commission expires May 9, 1916.

TAXES AND LIENS

YEAR	ASSESSED TO	REMARKS
	Statement on Portion of Caption in Section 22, T10N, R3E.	
1892	Thomas Fitzgerald (page 119) All of the Northwest quarter (NW $\frac{1}{4}$ ) of Section twenty-two (22) in Township ten (10) North Range Three (3) east of New Mexico Principal Meridian, except 9 acres in the premises of Solon E. Rose about 700 feet north of the Reservoir on the Mesa East of the City of Albuquerque, being 151 acres.	Paid.
1893	Thomas Fitzgerald (Page 107 Line 36) 148 acres NW $\frac{1}{4}$ Sec. 22 twp 10 Rge 3 E	Paid.
1894	Thos. Fitzgerald (Page 132 Line 34) NW $\frac{1}{4}$ Sec. 22 twp 10N Rge 3 E. 148 a	Paid.
1895	Thos Fitzgerald (Page 71 Line 29) NW $\frac{1}{4}$ Sec. 22 twp 10N Rge 3E 148 a	Paid.
1896	Thos. Fitzgerald (Page 74 Line 14) NW $\frac{1}{4}$ Sec. 22 twp 10N Rge 3E.	Paid.
1897	Thos Fitzgerald (Page 60 Line 8) NW $\frac{1}{4}$ Sec. 22 twp 10N Rge 3E 148 a	Paid.
1898	Thos. Fitzgerald (Page 69 Line 23) NW $\frac{1}{4}$ Sec. 22 Twp 10N Rge 3E 148 a	Paid.
1899	Thos Fitzgerald Estate (Page 20 Line 15) 148 acres NW $\frac{1}{4}$ Sec. 22 twp 10N Rge 3E	Paid.
1900	Thomas Fitzgerald (Estate) (Page 74 Line 3) NW $\frac{1}{4}$ Sec. 22 twp 10N Rge 3E 148 a	Paid.
1901	James P. Dennison (Page 57 Line 20) NW $\frac{1}{4}$ Sec. 22 twp 10N Rge 3E 148 a	Paid.
1902	James P. Dennison (Page 130 Line 8) NW $\frac{1}{4}$ Sec. 22-10N-3E 148 acres	Paid-Rec. #1688.
1903	James P. Dennison (Page 68 Line 21) NW $\frac{1}{4}$ Sec. 22 Twp 10N Rge 3E 148 acres	Paid-Rec. #1598
1904	James P. Dennison (Page 108 Line 62) NW $\frac{1}{4}$ Sec. 22 twp 10N Range 3E 148 acres	Paid-Rec. #1698
1905	James P. Dennison (Page 132 Line 52) NW $\frac{1}{4}$ Sec. 22 twp 10N Rge 3E 148 acres	Paid-Rec. #1707
1906	James P. Dennison (Page 142 Line 28) NW $\frac{1}{4}$ Sec. 22 twp 10N Rge 3E 148 acres	Paid-Rec. #1708
1907	James P. Dennison (Page 138 Line 55) NW $\frac{1}{4}$ Sec. 22 Twp 10N R. 3E	Paid-Rec. #1790

TAXES AND LIENS	ASSESSED TO	REMARKS
1908	James P. Dennison (Page 131 Line 8) 128 acres in NW $\frac{1}{4}$ Sec. 22 Twp. 10N Rge 3E	Paid-Rec. #3422
1909	Jas. P. Dennison (Page 128 Line 15) NW $\frac{1}{4}$ Sec. 22 T. 10N R. 3E 128 acres	Paid-Rec. #4184
1910	J. P. Dennison (Page 163 Line 10) 128 acres in NW $\frac{1}{4}$ Sec.22 Twp 10N Rge 3E	Paid-Receipts 2705 & 4356
1911	Flannigan, Fifield & Gost (Page 186 L. 5) Part NW $\frac{1}{4}$ Sec. 22 Tp. 10N R 3 E	Paid-Receipt #2576
1912	Flanigan Fifield & Ghost (Page 188 Line 21) 128 acres NW $\frac{1}{4}$ Sec. 22 Twp 10N R 3 E	Paid-Receipts 3185 & 3186
1913		No Assessment found.
1914 to 1940		Property of the University of New Mexico, and not subject to taxation.

-----

Tax Statement on Sw $\frac{1}{4}$ SW $\frac{1}{4}$  Sec. 15 in  
Twp 10N. Rge 3 E, N.M.P.M.

YEAR	ASSESSED TO	REMARKS
1916 & Prior years		Not assessable
1917		No assessment found.
1918 to 1940, inc.		Property of the University of New Mexico, and not subject to taxation.

-----  
Statement of Taxes on all of Cation

-----  
REMARKS

1941 to 1951 inc.		No assessment found. Taxes shall be exempt as property of University of New Mexico.
-------------------------	--	---

TAXES AND LIENS

PAGE #3

JUDGMENTS	- - - - - 000	- - - - -
LIENS P. LIENS	- - - - -	- - - - - NONE
LIENS OF MECHANICS, MATERIALMEN OR SPECIAL ASSESSMENTS	- - - - -	- - - - - NONE
NO SERVICE FOR PLUMBERS FOR FINISHED PLUMBING WORKS		
	- - - - - 000	- - - - -

RUTH HATCH  
President

JETHRO S. VAUGHT, JR.  
Secretary

# New Mexico Title Company

ALBUQUERQUE, NEW MEXICO

## C E R T I F I C A T E

STATE OF NEW MEXICO  
County of Bernalillo.....ss.

NEW MEXICO TITLE COMPANY, a corporation, hereby certifies;

That the foregoing Fifty-four pages including the Caption page is true and correct abstract memoranda of all matters and instruments filed or placed of record in the County Offices of said county affecting the title to property described in caption from and inclusive of February 27, 1884 (date of instrument shown on page 7 hereof) up to June 23, 1952, at 8:00 A. M.

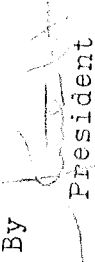
IN WITNESS WHEREOF the New Mexico Title Company by its President, thereunto duly authorized, has caused its Corporate Name and Seal to be hereunto affixed, and the same to be attested by its Assistant Secretary.

Attest:

Assistant Secretary

NEW MEXICO TITLE COMPANY

By

  
President

Abstract No. 13,702

C

No. 13,900

# ABSTRACT OF TITLE

to

*The Following Described Real Estate*

**Situated In Bernalillo County, New Mexico**

Lot numbered Two (2) in  
Block lettered "C" of the CAMPUS  
OF THE UNIVERSITY OF NEW MEXICO,  
as shown on the Map of Block "C" of  
Faculty Housing University of New  
Mexico, filed in the office of the  
County Clerk of Bernalillo County,  
New Mexico, on July 31st., 1940.

*Certified to by*

**New Mexico Title Company**  
**Albuquerque**



L E A S E

This lease, made this 23rd day of May, 1952, by and between THE REGENTS OF THE UNIVERSITY OF NEW MEXICO, hereinafter termed "Lessor" and LUNA B. BAHM AND ARCHIE J. BAHM hereinafter termed "Lessee", WITNESSETH:

That the Lessor does hereby lease, demise and let unto the Lessee the property herein described, for the term and in accordance with the conditions herein set forth, viz:

DESCRIPTION

The description of the real estate is as follows, to-wit:

Lot 2, Block C, University of New Mexico Campus, as shown by the official replat filed in the office of the County Clerk of Bernalillo County of July 31, 1940.

TERM

The term shall be for the period of ninety-nine (99) years from the date of the lease.

RENTAL RESERVED

The rental to be paid by the Lessee shall be the sum of One Dollar (\$1.00) per year, to be paid annually, the first installment to be paid on or before the 1st day of January, 1953, and each succeeding installment to be paid annually thereafter on or before the 1st day of each succeeding year.

PURPOSE OF LEASE

The Lessee agrees that he will erect upon the above described lot leased to him, within one year from the date of the lease, one residence to be occupied by himself and family, and that the failure of said Lessee to erect said residence, within said period so limited, shall operate as a forfeiture of all rights hereunder.

TYPE OF BUILDING

The residence and any other structure to be erected upon said lot shall conform in architectural style to the general type and style of the buildings upon the Campus of the University of New Mexico. Plans for the proposed structures to be erected upon said lot must be submitted to the Lessor in advance of any construction, and the Lessor shall signify its approval or said plans by endorsement of said approval upon this lease, or an executed copy thereof. No other structures shall be erected upon said lot and no additions or major alterations shall be made to the approved structures, except upon the submission of the plans of such proposed additions or alterations to the Lessor and its approval of the same by endorsement upon this lease, or an executed copy thereof.

TAXES

The Lessee shall pay all general property taxes which may be lawfully levied and assessed hereinafter either the devised land or the improvements erected thereon, or both, during the term of this lease.

ASSUMPTION OF SPECIAL ASSESSMENTS FOR ALLEYS

The Lessor shall assume and pay all special assessments for alley or street improvements, including sewers, curbing, paving, streets maintenance and any and all other special assessments on alleys and streets

LEASE CONTINUED

PAGE #2.

contiguous to the leased lot. The Lessee shall be under no obligation to pay for any street improvement or street maintenance, which shall be an obligation of the lessor.

EASEMENT

No general dedication to public use of the streets or alleys contiguous to the leased lot is made by the Lessor, but the Lessee is granted an easement, during the term of this lease, for use of such streets and alleys by the Lessee, his successors and assigns, and for the use of the public for social and business purposes as may afford reasonable and proper use of the demised lot for residential purposes.

PLAT

The description in this lease is referable to a replat of the Block B University of New Mexico Campus, as recorded in the office of the County Clerk and Recorder of Bernalillo County, New Mexico, on November 1, 1947.

RESTRICTIONS

(a) The Lessor hereby expressly consents that the Lessee may execute a mortgage or trust deed upon the lot herein-above described for the purpose of securing an advancement of the necessary funds to construct the buildings to be erected thereon, said lien to secure not in excess of Eleven Thousand and no/100 (\$11,000.00) Dollars, and hereby expressly consents and agrees that said lien shall be a first and paramount lien upon the said lot and the improvements to be erected thereon, during the term of the lease or for such lesser time as will permit the payment of the amount secured by the lien; subject, nevertheless, to the further conditions in this instrument set forth.

(b) The Lessee shall use said premises for the purpose of residence only. He shall not at any time use said premises in such a way as to violate any law of the State of New Mexico, or the United States of America. He shall keep and maintain the buildings to be erected upon said lot in a reasonable state of repair and preservation, and shall maintain the entire lot in such reasonable condition that the same shall not constitute a nuisance.

(c) In the event the Lessee shall at any time permit any installment or principal or interest, due or to become due under the terms of the lien instrument, to become delinquent for a period of thirty (30) days, or if the Lessee shall permit any tax lawfully assessed upon said premises to become delinquent for the period of ninety (90) days, or shall otherwise make default under the terms of the instrument creating the lien to secure the advancement of the building fund, then and in such event the Lessor may, by written notification, declare, the forfeiture of the interest of the Lessee in said lease, and shall thereupon succeed to any interest of the Lessee therein, subject to all rights of the mortgagees and its assigns under said lien instrument, and shall have the right to assume and pay the amount of any such delinquencies, and thereafter to pay any amount or amounts due or to become due under the terms of said lien instrument, succeeding to all of the obligations of the borrower under the terms of said lien instrument.

In the event of a declaration of forfeiture, as herein provided, the Lessee shall, within thirty (30) days of service of a written notice so to do, vacate said premises and yield full possession thereof to the Lessor.

(d) Upon non-payment of the rent specified herein forthirty (30)

LEASE CONTINUED

PAGE #3.

days after any installment shall become due, or in case of bankruptcy or insolvency of the Lessee, or the appointment of any receiver or trustee for the property hereinabove described, or the sub-letting of said property for a period in excess of twelve (12) consecutive months, the Lessor may declare a forfeiture hereunder and shall thereupon succeed to all of the rights of the borrower under the lien instrument hereinaabove recited, and shall have the right to procure and hold possession of said property in the manner hereinabove specified, subject to all rights of the mortgagee and assigns under said lien instrument.

Nothing herein set forth, shall, however, require the Lessor to declare any such forfeiture, except at its election.

(e) The Lessee shall not at any time during the continuance of this lease create any second or junior lien upon said premises, so long as any part of the indebtedness secured by the first lien remains unpaid, and shall not suffer any junior lien to accrue thereon by judgment or by other operation of law. Provided, however, that permission is granted to lessee to effect a second mortgage under Servicemen's Readjustment Act to finance construction of residence.

In the event said Lessee shall create any such junior lien or suffer the same to be created by operation of law, and shall fail to remove any lien so created by operation of law within thirty (30) days of written demand made by the Lessor requiring the Lessee so to do, then the Lessor, at its option, may declare a forfeiture in accordance with the procedure hereinabove set forth.

(f) The Lessee may at any time sell or assign this lease to any bona fide member of the faculty of the University of New Mexico, without the consent of the Lessor, but in the event the Lessee should at any time desire to sell or assign this lease to anyone other than a bona fide member of the faculty of the University of New Mexico, the said Lessee shall, at least thirty (30) days before the consummation of any such assignment or lease, notify the Lessor, in writing, of such proposed transaction, giving name and address of the proposed buyer or assignee, and, in such event, the Lessor shall, during said thirty (30) day period, have the right and privilege of paying to the Lessee the amount for which said lease could, in good faith have been sold or assigned by the Lessee; it being the intent of the Lessor and Lessee herein that the Lessor shall have a preference right to purchase the interest of the Lessee in said lease for the same price which the Lessee could receive in a bona fide sale or assignment to any third person.

(g) No Lessee shall at any time assign or transfer said lease to any person not a bona fide member of the faculty of the University of New Mexico except with the written consent of the Lessor first had and obtained, and that any attempted assignment or transfer of said lease, or the interest of the Lessee therein, except to such faculty member, or upon said approval, shall operate to work a forfeiture of any interest of the Lessee therein, and that the interest of such Lessee shall thereupon revert to the Lessor, and shall only to the lien of the mortgage upon said premises.

(h) No Lessee will sublet the residence erected upon the leased lot

LEASE CONTINUED

PAGE #4.

to any person other than a bona fide member of the faculty of the University of New Mexico, for a period in excess of twelve months, except upon the written consent and approval of the Lessor, and that any attempted subletting of said premises, except as herein provided, shall operate to work a forfeiture of any interest of the Lessee therein, and that the interest of such Lessee shall thereupon revert to the Lessor, subject only to the lien of the mortgage upon said premises.

(i) Each Lessee, during the continuance of said lease, shall pay all taxes which may legally be assessed against said lease and the improvements thereon, but shall not be liable for any paving or sewer assessments. The paving and sewer assessments, if any shall be legally levied, shall be paid by the Lessor.

(j) Each Lessee further covenants and agrees that he will, during the term of this lease, keep and maintain, at Lessee's expense, such lawns and shrubbery upon the leased lot as may, in the judgment of the superintendent of grounds and buildings of the University of New Mexico, reasonably conform with the lawns and shrubbery of other lots in the same block and with the general maintenance of lawns and landscaping on the campus of the University of New Mexico. Each Lessee further agrees that he will during the term of this lease keep and maintain the improvements erected upon the leased lot in a condition of good repair so that the same shall not become at any time unsightly or dilapidated.

(k) Each Lessee further covenants and agrees that the execution and acceptance of said lease shall not be deemed to constitute any dedication to general public use of any streets, avenues, right-of-way, roads, lanes, alleys, or passage ways upon, across or through any lands of the Lessor, and agrees that the Lessor may from time to time make reasonable regulations concerning the use of any and all such streets, avenues, rights-of-way, roads, lanes, alleys or passage ways.

(l) The Lessor and the Lessees mutually covenant and agree that the provisions of this instrument shall extend to and bind the heirs, executors, administrators, and assigns of the parties hereto.

AUTHORITY FOR EXECUTION OF LEASE

This lease is executed by the Lessor pursuant to a resolution regularly adopted by the Lessor at a regular meeting of the Regents of the University of New Mexico; copy of which resolution is as follows, to-wit:

"BE IT RESOLVED that the Board of Regents authorize the execution of leases by the President and Secretary of the Regents to members of the faculty of the University above the rank of instructor who have been connected with the University for two or more years in accordance with the proposed lease form which has been approved by the Federal Housing Administration of the Federal Government, except that the time allowed after the execution of each lease for the execution of residence be limited to one year, and that the proceeds to be allocated for such leasing shall be designated and approved after further consideration of possible sites."

IN WITNESS WHEREOF, the Lessor has caused this instrument to be

NEW MEXICO TITLE COMPANY

LEASE CONTINUED

executed by its President and Secretary, and its corporate seal to be affixed hereto, and the Lessee has hereunto set his hand, on this 23rd day of May, 1952.

THE REGENTS OF THE UNIVERSITY  
OF NEW MEXICO

By Ethel M. Bond  
Vice President  
Lessor

Luna B. Bahm  
Archie J. Bahm  
Lessee

(CORPORATE SEAL)

ATTEST: Jack Korber  
Secretary

Plans for the structure to be erected upon the lot described in the foregoing lease, said plans having been drawn by ARCHIE J. BAH and FRANK NORRIS Architect, were approved by John Gaw Meem, Hugo Zehner & Associates on the 28th day of April, 1952.

Tom L. Popejoy  
President

ATTEST: Katherine M. Stienz  
Secretary

STATE OF NEW MEXICO )  
County of Bernalillo ) ss.

On this 29th day of May, 1952, before me appeared ETHEL M. BOND to me personally known, who being by me duly sworn, did say she is Vice President of the Regents of the University of New Mexico, a corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said ETHEL M. BOND acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and official seal on the day hereinabove written.

Thermon E. Hanson  
Notary Public

(NOTARIAL SEAL)  
My commission expires: July 19, 1952

STATE OF NEW MEXICO )  
County of Bernalillo ) ss.

On this 29th day of May, 1952, before me personally appeared TITLE E. [unclear], who being by me duly sworn, did say that she is Secretary of the [unclear] and that the seal affixed to said instrument is the corporate seal of said corporation, and that the said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and said [unclear] acknowledged said instrument to be the free act and deed of said corporation.

Witness my hand and official seal on the day hereinabove written.

LEASE CONTINUED

PAGE #6.

(NOTARIAL SEAL)

My commission expires:  
July 19, 1952

Eleanor L. Manson  
Notary Public

Filed July 30, 1952 at 9:53 A.M.  
Recorded Book  
Records Bernalillo County, New Mexico  
(TYPED FROM ORIGINAL)

REAL ESTATE MORTGAGE

ARCHIE J. BAHM and LUNA B.  
BAHM, his wife

Dated July 29, 1952  
Filed July 30, 1952 at 9:54 A.M.

Consideration \$11,000.00

TO

Recorded Book  
Records Bernalillo County, N.M.  
(ABSTRACTED FROM ORIGINAL)

ALBUQUERQUE FEDERAL SAVINGS AND  
LOAN ASSOCIATION, a corporation

GIVEN TO SECURE THE PAYMENT OF a certain promissory note of even date herewith for the principal sum of Eleven Thousand and No/100 Dollars, bearing interest thereon from date thereof until paid at the rate of five per cent per annum (subject to increase in said rate of interest upon conditions specified below), payable \$87.00 or more on the 1st day of December, 1952 and \$87.00 or more on the 1st day of each succeeding month, until said indebtedness is fully paid (or until the balance remaining due thereon is less than a full monthly payment aforesaid, in which event the last payment shall be such amount as may be necessary to fully discharge such debt), it being provided in said note that "if at any time there shall be default in the payment of any monthly installment, aforesaid, or any part thereof, for a period of thirty days, then thereafter the interest on the ENTIRE unpaid principal indebtedness aforesaid shall, at the election of the payee herein without notice, be at the rate of ten per cent per annum until paid (in lieu of the rate first above specified)".

CONVEYS:

Lot numbered Two (2) in Block numbered "C" of the CAMPUS OF THE UNIVERSITY OF NEW MEXICO as shown on the Map of Block "C" of Faculty Housing University of New Mexico, filed in the office of the County Clerk of Bernalillo County, New Mexico, on July 31, 1940.

RECITES:

The said Mortgage shall procure and maintain policies of fire, tornado, windstorm, lightning and hail insurance on the buildings on said premises in some responsible insurance company or companies satisfactory to the holder of the note aforesaid, to the amount of the full insurable value of said buildings, and in any event to an amount as much as the total amount of the indebtedness then secured by this mortgage, with standard mortgage clause (on form approved by such holder) payable to such holder, as its or his interest may appear.

STATE OF NEW MEXICO )  
County of Bernalillo ) ss.  
Archie J. Bahm, County Clerk  
Luna B. Bahm, County Clerk

On this 25th day of July in the year 1952, before me a Notary Public within and for said County, appeared ARCHIE J. BAHM and LUNA B. BAHM, his wife, to me known to be the persons described in and who executed the foregoing instrument and acknowledged to me that they executed the same

REAL ESTATE MORTGAGE

PAGE #2.

as their free act and deed.

In Witness Whereof, I have hereunto set my hand and notarial seal  
the day and year last above written.

Dixie Lee Schaefer  
Notary Public within and for said county

(NOTARIAL SEAL)  
My commission expires:  
8 November, 1953



T A X   S T A T E M E N T

Year                      To whom Assessed                      Property                      Record of Payment

-----000-----  
JUDGMENTS . . . . . NONE  
LIS PENDENS . . . . . NONE  
LIENS OF MECHANICS, MATERIALMEN  
OR SPECIAL ASSESSMENTS . . . NONE

NO SEARCH HAS BEEN MADE FOR UNPAID WATER BILLS.

-----000-----