

## **NOTICE**

**IMPORTANT—READ CAREFULLY:** THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

## **COMMITMENT TO ISSUE POLICY**

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, First National Title Insurance Company, (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six (6) months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

## **COMMITMENT CONDITIONS**

### **1. DEFINITIONS**

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.
3. The Company's liability and obligation is limited by and this Commitment is not valid without:
  - (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I—Requirements; [and]
  - (f) Schedule B, Part II—Exceptions; and
  - (g) a counter-signature by the Company or its issuing agent that may be in electronic form].

#### 4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

#### 5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
  - (i) comply with the Schedule B, Part I—Requirements;
  - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
  - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

#### 6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing [and authenticated by a person authorized by the Company].
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the proforma policy is delivered to a Proposed Insured, nor is it a commitment to insure.



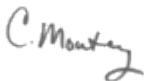
***Pursuant to the New Mexico title insurance law Section 59A-30-4 NMSA 1978, control and supervision by superintendent and title insurance regulation 13.14.18.10 NMAC, no part of any title insurance commitment, policy or endorsement form promulgated by the New Mexico superintendent of insurance may be added to, altered, inserted in or typed upon, deleted or otherwise changed from the title insurance form promulgated by the New Mexico superintendent of insurance, nor issued by a person or company not licensed with regard to the business of title insurance by the New Mexico superintendent of insurance, nor issued by a person or company who does not own, operate or control an approved title abstract plant as defined by New Mexico law and regulations for the county wherein the property is located.***

**SCHEDULE A**

Issuing Agent: Southwestern Abstract & Title Co.  
Issuing Office: 1125 South Main Street, Las Cruces, NM 88005  
Issuing Office's ALTA® Registry ID: 1061225  
Loan ID Number:  
Commitment Number: 10421-CM-2023  
Issuing Office File Number: 10421-CM-2023  
Property Address: 1630 Vista Del Cerro, Las Cruces, NM 88007  
Revision Number:

1. Commitment Date: 10/20/2023 at 8:00 AM
2. Policy to be issued:
  - (a) 2006 ALTA® Owner's Policy  
Proposed Insured: Purchaser with contractual rights under a purchase agreement with the vested owner identified at item 4 below  
Proposed Policy Amount: \$25,000.00
  - (b) 2006 ALTA® Loan Policy  
Proposed Insured: Lender with contractual obligations under the loan agreement with the Proposed Insured identified at Item 2a above  
Proposed Policy Amount: \$10,000.00
3. The estate or interest in the Land described or referred to in this Commitment is fee simple
4. The Title is, at the Commitment Date, vested in: T. Michael Henderson and Pamela Henderson, husband and wife
5. The Land is described as follows:  
See attached Exhibit A.

*Issued through the Office of*



Christine Montanez, License #: 18959906  
Authorized Countersignature



FIRST NATIONAL TITLE INSURANCE COMPANY

By:   
J. Christopher Phillip, President/CEO  
  
Patrick McMillan, Treasurer

File No.: 10421-CM-2023

**SCHEDULE B – PART I**  
**REQUIREMENTS**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Payment of taxes for the year(s) 2023 in the amount of \$4,713.00, plus penalties and interest which accrue to date of payment.
6. We must be provided with a properly executed Purchase Agreement signed by all parties.
7. Obtain a statement from the Picacho Hills Property Owners Association, as to the current status of the assessments for the property herein, including any fees or charges due.
8. Cancellation and Release of record of Mortgage from T. Michael Henderson and Pamela Henderson, husband and wife to Nationstar Mortgage LLC D/B/A Mr. Cooper dated August 26, 2017 recorded September 11, 2017, as Instrument #1721250 of Official Records.
9. Should the proposed insured require survey coverage on the final policy to be issued, we must be provided with a current survey which meets the minimum standards for an improvement survey prepared by a licensed New Mexico Surveyor.
10. Warranty Deed from T. Michael Henderson and Pamela Henderson, husband and wife vesting fee simple title in PURCHASER TO BE NAMED AT A LATER DATE.
11. Mortgage from BORROWER TO BE NAMED AT A LATER DATE to secure your loan in the amount of \$10,000.00.
12. The proposed Policy Amount(s) must be increased to the full value of the estate or interest being insured, and any additional premium must be paid at that time. An Owner's policy should reflect the purchase price or full value of the Land. A Loan Policy should reflect the loan amount or value of the property as collateral. Proposed Policy Amount(s) will be revised and premiums charged consistent therewith when the final amounts are approved.
13. This title commitment is not effective until Schedule A is completed and the company reserves the right to amend and supplement this commitment with additional information, requirements and exceptions based upon the provision of additional information.

NOTICE: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the company is not able to close or insure any transaction involving Land that is associated with these activities.



**COMMITMENT FOR TITLE INSURANCE**  
**Issued by**  
**FIRST NATIONAL TITLE INSURANCE COMPANY**

File No.: 10421-CM-2023

**SCHEDULE B – PART I (CONTINUED)**

**REQUIREMENTS**

NOTE: The Company may make other requirements or exceptions upon its review of the proposed documents creating the estate of interest to be insured or otherwise ascertaining details of the transaction.

File No.: 10421-CM-2023

**SCHEDULE B – PART II**

**EXCEPTIONS**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements, or claims of easements, not shown by the public records.
3. Encroachments, overlaps, conflicts in boundary lines, shortages in area, or other matter which would be disclosed by an accurate survey and inspection of the premises.
4. Any lien, claim or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Community property, survivorship, or homestead rights, if any, of any spouse of the insured (or vestee in a leasehold or loan policy).
6. Water rights, claims or title to water.
7. Taxes for the year 2024, and thereafter, not yet due or payable.
8. Defects, liens, encumbrances, adverse claims or other matters, if any, created first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
9. Reservations contained in the Patent(s) from the United States of America recorded in Book 38 at Page 180-181 of the Deed Records of Dona Ana County, New Mexico.
10. Title to all the coal, lignite, oil, gas and other minerals in, under and that may be produced from the land, together with all rights, privileges and immunities relating thereto.
11. Easements, building setbacks, and other matters as shown on filed plat of subdivision and dedication thereof.
12. Protective Covenants recorded August 26, 1992 in Book 279 Page(s) 553-564 of Miscellaneous Records. Restrictions indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin are hereby deleted to the extent such restrictions violate 42 USC 3604(c).
13. Notice of Homeowner Association recorded July 31, 2014, as Instrument #1415397 of Official Records.



**COMMITMENT FOR TITLE INSURANCE**  
**Issued by**  
**FIRST NATIONAL TITLE INSURANCE COMPANY**

File No.: 10421-CM-2023

**SCHEDULE B – PART II (CONTINUED)**

**EXCEPTIONS**

Standard exceptions 1, 2, 3, and or 4, may be deleted from any policy upon compliance with all provisions of the applicable rules, upon payment of all additional premiums required by the applicable rules, upon receipt of the required documents and upon compliance with the company's underwriting standards for each such deletion. Standard exception 5 may be deleted from the policy if the named insured in the case of an owner's policy, or the vestee, in the case of a leasehold or loan policy, is a corporation, a partnership, or other artificial entity, or a person holding title as trustee. Except for the issuance of a U.S. policy form (NM form 7 or NM form 34), any policy to be issued pursuant to this commitment will be endorsed or modified in schedule B by the company to waive its right to demand arbitration pursuant to the conditions and stipulations of the policy at no cost or charge to the insured. The endorsement or the language added to schedule B of the policy shall read: "In compliance with Subsection D of 13.14.18.10 NMAC, the company hereby waives its right to demand arbitration pursuant to the title insurance arbitration rules of the American land title association. Nothing herein prohibits the arbitration of all arbitrable matters when agreed to by both the company and the insured."





**COMMITMENT FOR TITLE INSURANCE**  
**Issued by**  
**FIRST NATIONAL TITLE INSURANCE COMPANY**

File No.: 10421-CM-2023

**EXHIBIT A**

**PROPERTY DESCRIPTION**

Lot 9, Block 2, ALTO ESTATES UNIT 2, in Dona Ana County, New Mexico, as shown and designated on the plat thereof, filed in the office of the County Clerk of said County on August 26, 1992, in Book 17 Page(s) 227 of Plat Records.



**COMMITMENT FOR TITLE INSURANCE**  
**Issued by**  
**FIRST NATIONAL TITLE INSURANCE COMPANY**

File No.: 10421-CM-2023

**CHAIN OF TITLE**

The only conveyances affecting said land, which recorded within twenty-four (24) months of the date of this report, are as follows:

1. T. Michael Henderson and Lucinda Loveless, Individually and Lucinda Loveless, as Trustee of the Lucinda Loveless Revocable Trust dated December 21, 2006 to T. Michael Henderson and Pamela Henderson, husband and wife by deed dated 08/23/2017 and recorded on 09/11/2017 as Instrument Number 1721249 in the Official Records of the Dona Ana County Recording Office.
2. INTENTIONALLY OMITTED

### PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of First National Title Insurance Company

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

**Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.**

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

## Notice of Homeowner Association

Pursuant to the New Mexico Homeowner Association Act of 2013

**Name and Address of the Association:** Picacho Hills Property Owners Association, P.O. Box 51, Fairacres, NM 88033

**Date chartered:** June 12, 1984

**Purpose:** To represent the owners of Picacho Hills properties in matters that affect the community *as a whole*. This includes utility matters, beautification projects, safety and security and other matters that may have an impact on the neighborhood environment. The association also provides a Merchant Discount Program that as of this date includes over forty merchants.

**Scope:** The association is a non-profit organization that includes the following subdivisions;

<u>Subdivision</u>	<u>Covenants Name</u>
1. Alto Estates 1	Alto Estates 1
2. Alto Estates 2	Alto Estates 2
3. Alto Estates 3	Alto Estates 3
4. Barcelona Ridge Estates	Barcelona Ridge
5. Butterfield Ridge 1	Butterfield Ridge 1
6. Butterfield Ridge 2	Butterfield Ridge 2
7. Camino Blanco	Camino Blanco
8. Coronado Ridge	Coronado Ridge
9. Fairway 18 Estates	Fairway 18 Estates
10. Fairway 18 Townhomes	Fairway 18 Townhomes
11. Fairway 18 Villas	Fairway 18 Villas
12. Fairway Townhomes	Fairway Townhomes
13. Fairway Village	Fairway Village
14. Las Casitas	Las Casitas
15. Picacho Mountain	Las Estancias
16. Linda Vista	Linda Vista
17. Murano Estates	Murano Estates
18. Picacho Point	Picacho Hills Subdivision No. 1
19. Pueblo Gardens	Pueblo Gardens
20. Pueblo Vista	Pueblo Vista
21. Ranchos de Picacho	Ranchos de Picacho
22. Spanish Ridge Estates	Spanish Ridge Estates
23. Tuscany Villas	Tuscany Villas
24. Via Emma	Via Emma
25. Villa Buena Suerte Picacho Hills	Via Hermosa, Vista del Valle & Villa Buena Suerte
26. Villa Chiquita Picacho Hills	Villa Chiquita & Vista del Monte

27. Vista de Oro Picacho Hills  
28. Vista del Monte Picacho Hills  
29. Vista del Valle Picacho Hills

30. Vista del Valle Unit 2  
31. Vista Hermosa Picacho Hills

Vista de Oro  
Villa Chiquita & Vista del Monte  
Via Hermosa, Vista del Valle & Villa Buena Suerte  
Vista del Valle Unit 2  
Via Hermosa, Vista del Valle & Villa Buena Suerte

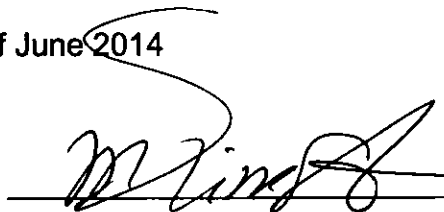
Dated: June 27, 2014

Filed on behalf of the Picacho Hills Property Owners Association by:

Forrest Beeson, Treasurer



Sworn to before me this 27 day of June 2014



Notary Public

My Commission expires on 1-28-18



OFFICIAL SEAL  
M. SHAMSHOCK  
NOTARY PUBLIC - STATE OF NEW MEXICO

My commission expires: 1-28-18



COUNTY OF DONA ANA )  
STATE OF NEW MEXICO ) ss NOTICE OF HOMEOWNERS AS  
PAGES: 2

I Hereby Certify That This Instrument Was Filed for  
Record On JUL 31, 2014 11:51:09 AM  
And Was Duly Recorded as Instrument # 1415397  
Of The Records Of Dona Ana County



Witness My Hand And Seal Of Office,  
Lynn J. Ellins, County Clerk, Dona Ana, NM

Deputy Rafael Garcia

THE UNITED STATES OF AMERICA)

TO

No. 7826

Patent.

MESILLA CIVIL COLONY GRANT

This is to certify that the above-mentioned patent was duly issued and that the same is in full force and effect of law.

THE UNITED STATES OF AMERICA

TO ALL TO WHOM THESE PRESENTS SHALL COME GREETING:

P.L.C.  
Docket No 86, New Mexico.

WHEREAS, There has been deposited in the General Land Office of the United States evidence whereby it appears that in accordance with the provisions of the Act of Congress approved March 3, 1891, entitled "An Act to establish a court of private land claims and to provide for the settlement of private land claims in certain States and Territories," the private land claim known as the Mesilla Civil Colony Grant, has been duly confirmed in two Tracts,-- No. 1 to the Corporation of Mesilla in trust for the persons constituting the colony known as the Colony of Mesilla, and such other persons as were bona fide residents upon the same at the date of the Treaty of December 30, 1853, between the United States and Mexico, and the heirs and successors in interest of such persons; and No 2. to the Corporation of Mesilla; and

WHEREAS, Said Claim, containing twenty-one thousand six hundred twenty-eight and fifty-two hundredths acres, according to the plat and survey of the said grant approved by the Court of private Land Claims, April 4, 1902, copies of which are on file in the office of the Surveyor General for the Territory of New Mexico, and in the General Land Office, has been surveyed as in Townships twenty-two, twenty-three, and twenty-four south of Ranges one and two east and Township twenty-three south of Range one west; said Tracts being more particularly described as follows:

Tract No 1: Commencing at a point on the west margin of the Rio Grande del Norte as the same was situated in the year 1853, on a small hill on the line which divides the colonies of Santo Tomas and of Mesilla, being the point fixed by the United States Government survey as the southeast corner of said grant; thence for the southern boundary running west five thousand varas to a hill in front of the ruins of a corral called the Guerras corral, or the place where said corral and the ruins thereof were formerly situated; thence for the westerly boundary running in a northerly direction, west of north, along the slope or drainage of the hills in a direct line towards the Picacho hill on the river side where it touches the hills, and thence continuing along the margin of said river to the Penasco Prieto hill, which is to the north of a small bend called the Apache ford a little above the Picacho, making nineteen thousand five hundred (19,500) varas; thence for the easterly boundary continuing towards the south, and east of south, to the place of beginning, following along the west margin of said river, as the same was situated in the year 1853, except where the said grant lies opposite to the Dona Ana Bend Grant, heretofore confirmed as Case No 24, and as to such portions of the easterly boundary the line shall follow the western boundary of said Dona Ana Bend grant as finally located under the confirmation aforesaid. The north boundary of this tract shall be an east and west line running from the northwest corner at the Penasco Prieto hill to the northeast corner on the west boundary of the Dona Ana Bend Colony grant.

Tract No 2. Commencing at a point on the westerly boundary of Tract No 1, as above described, and five thousand varas from the northwest corner thereof, said five thousand varas being measured by following the meandered west boundary of Tract No. 1, from the northwest corner of said Tract No 1; from said point on said west boundary five thousand varas from said northwest corner, measured as aforesaid, running due west five thousand varas; thence southerly and parallel to said western boundary of Tract No 1 five thousand varas; thence due east five thousand varas to the northeast corner of said tract; thence northerly along the west boundary of Tract No 1 five thousand varas to the northwest corner of said tract; thence easterly along the north boundary of said tract five thousand varas to the northeast corner of said tract; thence southerly along the east boundary of said tract five thousand varas to the southeast corner of said tract; thence westerly along the south boundary of said tract five thousand varas to the southwest corner of said tract; thence northerly along the west boundary of said tract five thousand varas to the northwest corner of said tract.

38/180-181

place of beginning, making a tract of one square league, more or less

NOW KNOW YE, THAT THE UNITED STATES OF AMERICA, in consideration of the promises, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT, unto the said Corporation of Mesilla in trust for the persons constituting the colony known as the Colony of Mesilla, and such other persons as were bona fide residents upon the same at the date of said treaty, and the heirs and successors in interest of such persons, said Tract No. 1; and unto the said Corporation of Mesilla, said Tract No. 2; TO HAVE AND TO HOLD the same together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature thereunto belonging, unto the said Corporation of Mesilla, and to its successors in trust as aforesaid, and to the Corporation of Mesilla, and to its successors and assigns, forever, in accordance with the terms of the decree of said Court, but subject to the proviso that this grant shall not confer any right or title to any gold, silver, or quicksilver mines or minerals of the same, but all such mines and mineral shall remain the property of the United States, with the right of working the same; and that the said grant is made subject to all the limitations and terms of the said Act of Congress of March 3, 1891, and all the restrictions and limitations of said decree.

IN TESTIMONY WHEREOF, I, William H. Taft, President of the United States of America, have caused these letters 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 FIFTEENTH day of NOVEMBER, in the year of our Lord one thousand nine hundred and NINE and of the Independence of the United States the one hundred and THIRTY-FOURTH

(S E A L)

By the President: Wm. H. Taft

By M.W. Young, Secretary

Patent Number  
Recorded 89311 Vol. Page

H.W. Lanford  
Recorder of the General Land Office.

Filed for record December 7th, A.D. 1909 at 3:00 o'clock P.M.

BOOK 38 PAGES 180 and 181  
of DEED RECORDS.

*Richard C. Young*  
Recorder

By *J. B. Maxwell*