

4

(1044)-Rev. 1890.

WARRANTY DEED—Colorado—John Morris Company, Printers and Mfg. Stationers, Chicago.

X 10228

This Deed, Made this 7th day of September in the year of our Lord one thousand eight hundred and eighty-nine, between Daniel Blackknee,
of the County of Mesa,
and State of Colorado, of the first part, and Jeff Miller,
of the County of Mesa,
and State of Colorado, of the second part:

WITNESSETH, that the said part of the first part, for and in consideration of the sum of Three hundred and twenty-five Dollars, to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the said party of the second part, his heirs and assigns forever, all the following described lot or parcel of land, situate, lying and being in the County of Mesa, and State of Colorado, to wit:

The west half of the north east quarter (W²NE⁴) of section Thirteen (13) lying Township Nine (9) south of Range Ninety-four (94) west of the 1st principal Meridian containing Eighty acres more or less, together with all my interest in the Blackman's extension of the "Dumb Ditch" and the half of my interest in the "Dumb" Blackman and "Dumb" Ditch, both of said Ditches taking their water from Plateau in Mesa County, Colorado.

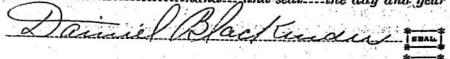
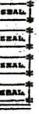
The above description is made subject to a certain Land Deed for \$300⁰⁰ bearing of record and dated June twelfth, 1899 and covering the south west quarter of the north west quarter of the north east quarter of sec. 30, same township and Range together with the land first above described of which said interest being the said second party here to is to assume one half and hold the said first party harmless in the discharge of said indebtedness and interest to that effect.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever, of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances; TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said party of the second part, his heirs and assigns forever. And the said Daniel Blackknee,
part of the first part, for himself, his heirs, executors and administrators, do I covenant, grant, bargain and agree, to and with the said party of the second part, his heirs and assigns, that at the time of the enclosing and delivery of these presents, he is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has a good right, full power and lawful authority to grant, bargain, sell and convey the same, in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, tics, taxes, assessments and incumbrances of whatever kind or nature soever;

and the above bargained premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND.

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

SIGNED, SEALED AND DELIVERED IN PRESENCE OF

Daniel Blackknee



STATE OF COLORADO, }
County of Mesa, } ss.

I, J. S. Wallace, a Notary Public
in and for Mesa County, in the State aforesaid, do hereby certify that
Daniel Blackknee,
personally known to me to be the person whose name is subscribed to the annexed 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 10th day of September, A.D. 1890.
My commission expires Nov 7th 1891 J. S. Wallace
Notary Public

Filed for Record the

15 day of September

A.D. 1890, at 9:45 o'clock A.M.

By G. J. McWayne Recorder
F. C. Leibert Deputy

DEEDS 33