

STATE OF IDAHO
DEPARTMENT OF WATER RESOURCES

CLAIM TO A WATER RIGHT

Under the provisions of Section 42-243, *Idaho Code*, any person claiming a water right established by diversion and application of water to beneficial use must file a claim with the Department of Water Resources. **The filing of this claim does not confirm the water right claimed.** Water rights represented by a valid permit, license, decree, or previous claim are exempt from this requirement, as are uses of water for domestic purposes as defined in Section 42-111, *Idaho Code*. A filing fee must be submitted with this claim. See the instruction sheet to determine the appropriate fee.

Notice is hereby given that William Demille Coburn

9006 NORTH HARKNESS STREET CLIFTON, IDAHO 83228 (Name of Claimant)
(Mailing Address) (Zip Code) 5017 Telephone No: (208) 747-3500

claims a right to the diversion and beneficial use of surface or ground water. The extent and nature of said claim is as follows:

1. Date of Priority: (When the water was first applied to beneficial use) APRIL 13, 1939
A claim is not acceptable for the use of surface water with a priority later than May 20, 1971. A claim is not acceptable for the use of ground water with a priority date later than March 25, 1963, unless the water is used for domestic purposes as defined in Section 42-111, Idaho Code.

2. Describe the source of water: (Name of stream, lake, spring, etc., or ground water)

NATURAL SPRING GROUND WATER tributary to _____

3. Describe the purpose for which the water has been used and the time during the year when you have used the right claimed:

Quantity _____	(cfs or af)	(Irrigation, Domestic, Stock, Etc.)	Period of Use From _____ to _____	(Both dates inclusive) (MM/DD) (MM/DD)
Quantity _____	Use <u>CULINARY/DOMESTIC</u>	Period of Use From <u>4-13-39</u> to <u>2-83 (1983)</u>		
Quantity _____	Use <u>DOMESTIC USE</u>	Period of Use From <u>2-83</u> to <u>2006</u>		
Quantity <u>0.02 cfs</u>	Use <u>Domestic</u>	Period of Use From <u>1-1</u> to <u>12-31</u>		
Quantity _____	Use _____	Period of Use From _____ to _____		

4. 0.02 cfs TOTAL QUANTITY USED.
(cfs or af)

5. A) Location of point of diversion is S. W. $\frac{1}{4}$ of N. W. $\frac{1}{4}$ of S. E. $\frac{1}{4}$, Govt. Lot _____
Sec. 28 Township 13 S. Range 38 E. B.M., FRANKLIN County; additional points
of diversion, if any: NONE

B) Describe means of diversion of water: (Pump and pipeline, well, diversion dam, reservoir, length of ditch etc.). Give sizes and capacities. Be specific. Describe any changes in the system and give the date of the change.
SPRING DEVELOPMENT CONSISTS OF PERFORATED PIPE THAT COLLECTS SURFACE WATER FROM GROUND, AND DELIVERS IT TO CEMENT RESERVOIR BOX DESCRIBED BELOW (SIZE)

6. A) Describe the place of use within each 40-acre tract in the appropriate box using the symbols listed below. If the use is for irrigation, describe the location by listing the number of irrigated acres within each 40-acre tract.

D - domestic, S - stockwater, M - municipal, C - Commercial, I - Industrial, X - other

Twp	Rge	Sec	NE¼				NW¼				SW¼				SE¼				TOTAL ACRES
			NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	NE	NW	SW	SE	
13 S.	38 E.	28													D	~~D~~			

TOTAL ACRES _____

- B) If water is used for purposes other than irrigation, fully describe the use. Be specific. WATER IS USED FOR WATERING TREES LAWN AND FLOWER GARDENS.
ORIGINALLY WATER WAS USED FOR CULINARY WATER IN HOME FROM APRIL 13, 1939 UNTIL FEBRUARY 1983. WATER HAS BEEN USED OUTDOORS AS STATED ABOVE SINCE FEBRUARY 1983.
 NOTE: Include here the type and number of stock watered: (NONE)

7. Remarks: _____

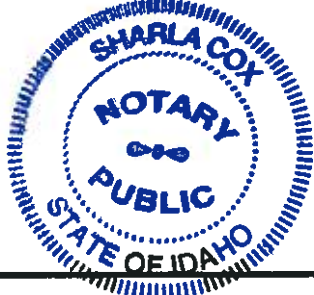
8. Map -- Attach an 8½"x11" map clearly identifying the point of diversion and the place of use by 40-acre subdivisions, section, township and range of the public land survey system. (A photocopy of a USGS 7½ minute topographic quadrangle map is preferred.) Attach an aerial photograph of the place of use if available.

State of IDAHO)
 County of FRANKLIN) ss.

Be it known that the undersigned, being duly sworn, deposes and says that he, she, they subscribed the forgoing claim to a water right, together with all attached information, and that the matters and facts therein are true to the best of the affiant's knowledge.

William DeMille Churn
 Claimant's Signature (and title if claim is for an organization)

Sworn to before me this 8TH day of June, 2009



Sharla Cox
 Notary Public
 Residing at: Bonneville County
 My commission expires: Sept 12, 2014

FOR DEPARTMENT USE ONLY

Received by _____ Date _____
 Prelim. check by _____ Date _____
 Fee 100- Receipt # E035107
 Receipt prepared by DL Date _____

Published in _____
 Publication dates _____
 Publication checked by _____ Date _____
 Exceptions filed by _____

13-7739

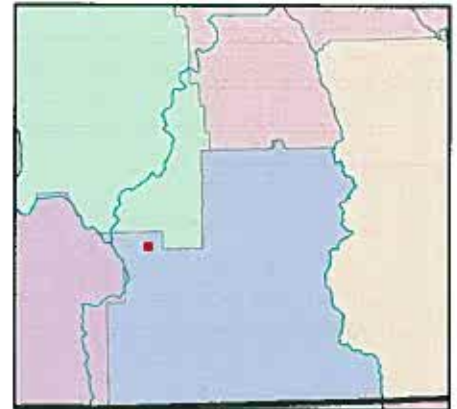


Idaho Department of Water Resources

Water Right
13-7739
(DOMESTIC)

Legend

-  Point of Diversion
-  Place of Use
-  State Outline
-  Townships
-  PLS Sections
-  Quarter Quarters



Franklin County
IDWR Basin 13

R38E



Prepared by Ernie Carlsen
On June 08, 2009
2004 Aerial Photography

0 0.05 0.1 0.2
Miles

13 - 7 7 3 9

NORTH ↑

GLENN W BAKER 1/2 INT
GLENN K BAKER 1/2 INT
2045548
3040.00

NW 1/4 NW 1/4

POINT
OF
DIVISION

Clair Hatch
Darin Cook
213646
3041

NE 1/4 NW 1/4

Henry Hatch
FARM TRUST
211814
3042.00
4.86 AC

211814
3037.00

Henry Hatch

Michael
999.00
161921

Bill C. Wipac
140812

Cherry Fisher
189339

L. Coby
184864

Gay G. Baker
194419

Leola Baker
190829

Living Trust
190829

Blair Jr.
190829

B. Kendall
190829

190829

28
SE 1/4

CURTIS COX

Christine
Curtis Cox

Curtis Cox
192971

M. Olson

Curlew
Cox

MITCHELL
G. SMITH
150 441
233263

Claire Hatch

Port Reddington
SW 1/4 NW 1/4

Claire Hatch

Marie Hatch
155232

W. Reed Gustafson
197063
197064

T16

W. Reed Gustafson
197062

347.01
T15

Donald
Gritz
47.4
115014
233263

L. Smith

3049.00

Edna L. Cox
184028

Henry A
Jensen

184028

E. Olson
Jerry Kris Hatch
142978 2042.57

Cliff
Perry

Marion Olson
Farm, Inc.
195863

Wm. Hagelhorst
14920

U.S.A.
169257

A.W. Fisher Etal

Rebecca Kirkbride

Merlin O. Hatch

Doug
Mayle
217664
3069

Ellen Fisher
217211
3068

Christian Colman
184838

William
De Mille

X ← Coburn

Bert M. Yearwood
193403

POINT
OF
USE

TO DAY'S DATE
7-11-06

28

27

12-7-20

A G R E E M E N T

THIS AGREEMENT made and entered into this 15th day of December, 1966, by and between FRED L. COBURN, of Oxford, County of Franklin, State of Idaho, hereinafter called grantor and

SETH H. COBURN and DELORIS COBURN, husband and wife of Dayton, County of Franklin, State of Idaho, hereinafter called grantee

WITNESSETH: That whereas, the said grantor, has this day sold and deeded by WARRANTY DEED to the said grantee the following described tract of land, being situated in the county of Franklin, State of Idaho, to-wit:

NE1/4NE1/4 Section 30, Township 13 South, Range 38 East, Boise Meridian.
N1/2NE1/4, SW1/4NE1/4, SE1/4 Section 21, Township 13 South, Range 38
Boise Meridian.

Beginning at NW corner Section 26, Township 13 South, Range 38 East, Boise Meridian, thence in Southerly direction bearing East along the center of Malad Road a distance of 64 rods, more or less, to an intersection with the center of the county road, which point is 74 rods, more or less, West from East line of NW1/4NW1/4 said Section 26, thence running West along center line of said County road 86 rods, more or less, to the West line of the NE1/4NE1/4 Section 27, in said Township and Range; thence North along said West line a distance of 64 rods, more or less, to NW corner of said NE1/4NE1/4 said Section 27; thence East 80 rods, more or less, to place of beginning.

All of Block 1 of Oxford Townsite, Section 28, Township 13 South, Range 38 East, Boise Meridian, excepting 47 feet along the South side of above described property.

Lot 6, Block 5 Oxford Townsite in Section 28, Township 13 South, Range 38 East, Boise Meridian.

SE1/4SW1/4 Section 22, Township 13 South, Range 38 East, Boise Meridian, EXCEPTING the following tract, to-wit: Beginning at a point in the South line of said Section 22, 1400 feet East of SW corner of said Section, thence North 264 feet; thence East 350 feet; thence South 264 feet; thence West 330 feet to place of beginning.

Together with a right of way to the above described tract described as follows: A strip of land 32 feet wide, being 16 feet each side of a center line being described as follows: Starting at Section corner common to Section 21, 22, 27 and 28, Township 13 South, Range 38 East, Boise Meridian, thence South 83°30' East a distance of 208 feet, more or less, to a point of beginning; thence South 89°43' East 1000 feet, more or less, thence North 79°44' East a distance of 200 feet, more or less, to SE corner of SW1/4SW1/4 Section 22, lying in SW1/4SW1/4 Section 22, and NW1/4NE1/4 Section 27, Township 13 South, Range 38 East, Boise Meridian, EXCEPTING from the above described tract of land 1 acre, more or less, heretofore deeded to O. Angus Olson for right of way purposes.

Commencing at NW corner Section 29, Township 13 South, Range 38 East, Boise Meridian, running thence South 80 rods; thence East 80 rods; thence North 120 rods; thence West 160 rods; thence South 40 rods; thence East 80 rods to place of beginning.

X ALSO, together with all waters in the hill lying in Northeast corner of Lot 4 in Block 3. ALSO the reservoir near the Southeast corner of Lot 3, including both land and water, together with the pipe line now constructed and in use leading to said reservoir, and a strip of land 8 1/4 feet on each side of the center of said pipeline, said land being one rod in total width beginning at said reservoir and running in a Northwesterly direction to a point where said pipeline intersects the North line of said Lot 4. Said land to be used for pipe line and water works only/

79 hours water in Oxford Creek decreed July 1966.

TOGETHER with all water and water rights appertaining to above described lands.

THE Grantee agrees to buy said described premises and pay Grantor therefor the consideration of sum of FIFTY FIVE THOUSAND AND NO/100 (\$55,000.00) Dollars to be paid by the grantee to the Grantor as follows:

SEVEN THOUSAND AND NO/100 - - (\$8,000.00) Dollars at the time of signing this agreement, the receipt whereof is hereby acknowledged by the said grantor.

There is a present and existing mortgage on the above described property which the grantee herein agrees to pay as it comes due and payable. Said Grantee agrees to assume and pay both principal and interest, remaining unpaid principle in the amount of \$24,487.52.

The remaining balance due, namely \$22,512.48 to be paid as follows: \$1800.00 per year, which includes both principal and interest, first amount being applied to interest and balance to principal to be paid December 15, 1967 and a like payment each and every December 15 thereafter up to including 1973 and all remaining monies due thereafter December 15, 1973 to be paid at the following rate: \$2200.00 (Two Thousand two Hundred and no/100 Dollars) ~~plus interest~~ each and every December 15 thereafter until paid in full, which includes both principle and interest. *See*

All of the above deferred payments bearing interest at the rate of five (5) per cent per annum from the 20th day of December, 1966 and annually thereafter, both interest and principal payable at the office of the escrow holder.

The said grantee reserves the privilege of paying all or any of said deferred payments at any interest pay day and thus stop interest on amounts paid.

Grantor shall pay all of the taxes and assessments to the 31st day of December 1966 and the grantee shall pay all taxes and assessments thereafter.

Rents, insurance and interest on mortgage or contract indebtedness shall be prorated to the 20th day of December, 1966, and grantee shall keep the buildings on said land insured against fire in favor of the grantor with sales contract clause favor the grantee, in the full insurable amount, in some solvent Fire Insurance Company to be approved by the grantor, and not commit, or allow, suffer or permit any other person to commit waste or damage to the land or the appurtenances thereon, or thereto belonging.

The said grantor does hereby agree to furnish said grantee with an abstract of title, or title insurance, showing title clear and free from all liens or encumbrances of every name and nature, except as above enumerated.

The grantee shall have possession of said premises from the 20th day of December, 1966, and the said grantee agrees to each and every year, in a good husbandlike manner, to farm and cultivate and care for all of the above described land, to keep all buildings fences and other improvements in as good state of repair as at present, reasonable wear and tear, only excepted.

It is mutually agreed by and between the grantor and the grantee, to this agreement, that this agreement shall be drawn in triplicate, and the WARRANTY DEED herein above mentioned shall be held in escrow by

WALKER BANK & TRUST COMPANY, Logan, Utah

The words Grantor and grantee and the language of this instrument, where there are more than one grantor or grantee, shall be construed as plural and be binding equally on all such grantors and/or grantees.

This agreement shall extend to and bind the heirs, administrators, executors and assigns of the grantor and grantee hereto.

IN WITNESS WHEREOF, the said grantor and grantee have hereunto set their hands the day and year first above written.

Lucas E. Johnson
Grantor
John H. Johnson
Valerie Johnson

WALKER BANK & TRUST COMPANY, Logan, Utah known as the escrow holder, and the said escrow holder is hereby instructed to deliver said WARRANTY DEED to the said grantee, his heirs or assigns, upon satisfactory proof that the terms of the within agreements have been complied with in full, but in the event the said grantee shall neglect or refuse to comply with the terms of this agreement or any one of said terms, then in that event and after receiving legal notice from the grantor of said default, and ninety (90) days shall have expired, after such neglect or refusal, then and in that event the said escrow holder is hereby instructed and empowered to deliver said WARRANTY DEED to the said grantor for cancellation, and upon written notice of said delivery the said grantee agrees to vacate and deliver peaceful possession of the above described premises to the said grantor, and the said grantor shall retain all payments that have been made by the said grantee, as rentals or to be applied to liquidate damages, sustained by the grantor by reason of the failure of the grantee to comply with the terms of this agreements.

IN WITNESS WHEREOF, the said grantor and grantee have hereunto set their hands the day and year first above written.

Fred L. Coburn
Grantor

Seth H. Coburn
Delores Coburn
Grantee

STATE OF IDAHO
County of Franklin ss

On this 23rd day of December, 1966 before Connie Westover, a Notary Public in and for the State of Idaho, personally appeared
Fred L. Coburn, Seth H. Coburn, Delores Coburn
known to me to be the persons whose names are subscribed to the within and foregoing instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Connie Westover
Notary Public, Preston, Idaho.

Notary Public, Preston, Idaho.
Seth Coburn

A.M. AUG 10 1995 12:50 PM

V. ELLIOTT LARSEN, RECORDER
By Carmelle Larson Deputy
FRANKLIN COUNTY, IDAHO

of the second part and unto their heirs and assigns forever; the said KANSAS CITY LIFE INSURANCE COMPANY hereby covenanting that the said premises are free and clear from any incumbrances done or suffered by it; and that it will warrant and defend the title to said premises unto the said parties of the second part and unto their heirs and assigns forever, against the lawful claims and demands of all persons claiming under it, but none other.

- IN WITNESS WHEREOF, The said party of the first part has caused these presents to be signed by its Vice-President and attested by its Assistant Secretary, and the corporate seal to be hereto attached the day and year first above written.

(CORPORATE SEAL)

KANSAS CITY LIFE INSURANCE COMPANY
By D. R. Alderman, Vice-President

ATTEST: Dave H. Cox, Assistant Secretary

STATE OF MISSOURI }

CORPORATION ACKNOWLEDGMENT

COUNTY OF JACKSON }

ss.

BEFORE ME, the undersigned, a Notary Public, duly commissioned, qualified and acting within and for said County and State, on this day personally appeared the within named D. R. Alderman, Vice-President, and D. H. Cox, Assistant Secretary, to me personally known, and known to me to be such officers, who upon oath stated that they were the Vice-President and Assistant Secretary of Kansas City Life Insurance Company, a Corporation, and were duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said corporation, and that the Seal affixed to said instrument is the Seal of said Corporation, and further stated and acknowledged that they executed said instrument and affixed the Seal of said corporation thereto by authority of its Board of Directors, as the free and voluntary ^{act} and deed of said corporation, and as their own free and voluntary act and deed, for the uses, purposes, and consideration therein expressed and set forth.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Notarial Seal at my office in Kansas City, Missouri, this 4th day of December, 1942.

(SEAL) My commission Expires: September 23, 1943.

K. G. Helm, Notary Public
within and for Jackson County,
Missouri.

RECORDED DEC 31 1942 at 3 16 PM in Book 87 of Deeds at page 102, records of Bannock County, State of Idaho At request of A. T. Smith, Box 750 Anna Keefe, Recorder Fee \$1.20

TRANSCRIBED from Book 87 page 102, records of Bannock County, Idaho.

INSTRUMENT NO. 224191

THIS INDENTURE, Made this 13th day of April in the year of our Lord one thousand nine hundred and thirty-nine, between William F. Hardwick and wife, Frances Hardwick of , ... County of Bannock, State of Idaho the parties of the first part, and Fred L. Coburn and wife Celia H. Coburn of, County of Bannock, State of Idaho, the parties of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Ten and no/100 DOLLARS, LAWFUL MONEY of the United States of America, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold, and by these presents do grant, bargain, sell, convey and confirm unto the said part .. of the second part, and to their heirs and assigns forever all of the following described real estate, situated in, County of Bannock, State of Idaho, to wit:

This deed is made subject to that certain mortgage loan dated April 13, 1939 in the sum of \$4500.00 to Utah Mortgage Loan Corporation, together, with all interest due or to become due thereon, together with an installment mortgage of \$315.00 of even date herewith.

The North half of the Northeast quarter and the Southwest quarter of the Northeast quarter of Section 21, Township 13 South of Range 38 East of the Boise Meridian;

Also the North half of the Southeast quarter of Section 21, Township 13 South of Range 38 East of the Boise Meridian.

Also, beginning at the Northwest corner of Section 26, Township 13 South, of Range 38 East of the Boise Meridian; thence in a Southerly direction, bearing East along the center of Malan Road, a distance of 64 rods, more or less to an intersection with the center of the County Road; which point is 74 rods, more or less West from the East line of the Northwest quarter of the Northwest quarter of said Section 26; thence running West along center line of said County Road 86 rods, more or less, to West line of Northeast quarter of Northeast quarter of Section 27, in said Township and Range; thence North along said West line a distance of 64 rods, more or less, to the Northwest corner of said Northeast quarter of the Northeast quarter of said Section 27; thence East 80 rods, more or less, to the place of beginning. A total acreage is contained herein of 238 acres of land, more or less.

Together with any and all water rights and irrigating ditches belonging or in anywise appertaining thereto, and especially including 5 shares known as Meadow Right and 2 shares known as Farm Right in Oxford Creek Irrigation District.

All of Block 1 of the Oxford Townsite in Bannock County, State of Idaho, containing 15.43 acres, according to the recorded plat thereof now on file in the office of the County Recorder of Bannock County, State of Idaho; Excepting 47 feet along the South side of the above described property.

Together with any and all water rights and irrigating ditches belonging or in anywise appertaining thereto, and especially including 15½ shares in Oxford Creek.

The southeast quarter of the Southwest quarter of Section 22, Township 13 South, Range 38 East of the Boise Meridian, excepting the following tract conveyed to Bannock County, November 7, 1924, to-wit: Beginning at a point on the South line of Section 22, Township 13 South, Range 38 East of the Boise Meridian, 1400 feet East of the Southwest corner of said Section; thence North 264 feet; thence East 330 feet; thence South 264 feet; thence West 330 feet to the place of beginning, the same being part of the Southeast quarter of the Southwest quarter of Section 22, Township 13 South, Range 38 East of the Boise Meridian, containing 2 acres, more or less.

The tract above conveyed containing 38 acres, more or less.

Together with a right of way to the above described tract described as follows: a strip of land 32 feet wide, being 16 feet each side of center line being described as follows: Starting at Section corner between Sections 21, 22, 27 and 28, Township 13 South, Range 38 East of the Boise Meridian; thence South 83° 30' East a distance of 208 feet, more or less, to point of beginning; thence South 89° 43' thence East 1000 feet, more or less; thence North 79° 44' East a distance of 200 feet, more or less, to point of ending, all lying and situated in the Southwest quarter of the Southwest quarter of Section 22, and the Northwest quarter of the Northwest quarter of Section 27, Township 13 South of Range 38 East of the Boise Meridian, containing 0.9 acres, more or less.

Excepting from the above described tract of land one acre, more or less, heretofore deeded to O. Angus Olson for right-of-way purposes.

The North half of the Southeast quarter and the Southwest quarter of the Northeast quarter of Section 15, Township 13, South of Range 38 East of the Boise Meridian, containing 120 acres.

Together with any and all water rights and irrigating ditches belonging or in any-

wise appertaining thereto, and especially including 45 shares of the capital stock of the Oxford Reservoir and Irrigation Company,

Also, together with all the waters in the hill lying in the Northeast corner of Lot 4 in Block 3. Also the reservoir near the Southeast corner of Lot 3. Including both land and water, together with the pipe-line now constructed and in use leading to said reservoirs, and a strip of land $8\frac{1}{2}$ feet on each side of the center of said pipeline, and said land being one rod in total width beginning at said reservoir and running in a northwesterly direction to a point where said pipeline intersects the North line of said Lot 4. Said land to be used for pipe line and water works only.

(\$6.05 I.R.S. Attached to deed and cancelled.)

TOGETHER With all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all estate right, title and interest in and to the said property, as well in law as in equity, of the said parties of the first part.

TO HAVE AND TO HOLD All and singular the above mentioned and described premises, together with the appurtenances, unto the parties of the second part, and to their heirs and assigns forever, and the said parties of the first part, and their heirs, the said premises in the quiet and peaceable possession of the said parties of the second part, their heirs and assigns against the said parties of the first part, and their heirs, and against all and every person and persons whomsoever, lawfully claiming or to claim the same shall and will WARRANT and by these presents forever DEFEND.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

SIGNED SEALED AND DELIVERED IN PRESENCE OF
Charles O. Dunn
Barbara Lundberg

William F. Hardwick (SEAL)
Frances Hardwick (SEAL)

STATE OF UTAH

County of Cache

ss. On this 15th day of April in the year 1939, before me Charles O. Dunn, a Notary Public in and for said State, personally appeared William F. Hardwick and wife, Frances Hardwick known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

(SEAL) My commission expires: 10-10-41

Charles O. Dunn, Notary Public
for the State of Utah, Residing
at Logan, Utah.

I hereby certify that this instrument was filed for record at request of B. E. A. Co. at 50 minutes past 10 o'clock AM., this 16 day of Jan. A.D. 1943, in my office and duly recorded in Book 87 of Deeds at page 126. Anna Keefe, Recorder Fee \$2.60.

Transcribed from Book 87, of Deeds, page 126 records of Bannock County, Idaho.

INSTRUMENT NO. 224430

THIS INDENTURE, made this 4th day of November in the year of our Lord one thousand nine hundred and Forty two between I. P. Stewart and his wife Rebecca Stewart of Logan County of Cache State of Utah the parties of the first part, and E. I. Stewart and his wife Sarah Stewart as Joint Tenants by entirety with full rights vested in the survivor and not as tenants in common of Logan County of Cache State of Utah the parties of the second part.

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of \$1.00 and other valuable considerations lawful money of the United States of America, to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged have granted, bargained and sold, and by these presents do grant, bargain, sell,