



In Witness Whereof I have hereunto set my hand and affixed my Notarial Seal at my office in Raymond City, Davis County, U. T. the day and year in this Certificate first above written.

Joseph Barton
Notary Public

Recorded December 10th 1845 at 10. a. m.

7835.

Warranty Deed.

Edward Davis and Elizabeth Davis, his wife, grantors of Territory of Utah, County of Davis, Territory of Utah, hereby warrant to Edward Prince, grantee of the same place, for the sum of Twenty eight and $\frac{2}{5}$ Dollars the following described tract of land in Davis County, Territory of Utah:

Beginning at a point 5.87 chains West of the North East corner of Lot 3, in Section 6, T³. S. 7th N. Range 1. West Salt Lake Meridian, United States Survey, running thence West 6.04 chains; thence S. 47° 57' W. 9.62 chains; thence S. 35° 12' E. 4.81 chains; thence N. 45° 35' E. 14.77 chains to point of beginning, being a part of the said Lot 3, and containing 5. $\frac{2}{5}$ acres more or less.

Witness the hands of said grantors, this 23rd day of September A.D. one thousand eight hundred and ninety-three.

Signed in presence of
Thomas H. Phillips

May E. Roberts

Territory of Utah
County of Davis

Edward Davis } his
Elizabeth Davis } mark

On the 23rd day of September A.D. one thousand eight hundred and ninety-three, personally appeared before me Edward Davis and Elizabeth Davis, his wife the signers of the above instrument, who duly acknowledged to me that they executed the same.



My Commission expires March 22nd 1847.

Thomas H. Phillips
Notary Public.

Recorded December 16th 1845 at 11. a. m.

7837

U. P. Ry Co. To Emma Egbert.

Q/248

The Union Pacific Railway Company.

rec 12-19-1898

Union Division - Utah.

Deed No 22956.

Know all men by these presents, That the Union Pacific Railway Company, which is a corporation formed and existing by the consolidation of the Kansas Pacific Railway Company, the Denver Pacific Railway and Telegraph Company, and the Union Pacific Railroad Company, under the corporate name and style of the Union Pacific Railway Company, by authority of an act of Congress, entitled, "An act to aid in the construction of a railroad and telegraph line from the Missouri River to the Pacific Ocean, and to secure to the Government the use of the same for postal, military and other purposes," approved July 1, 1862, and acts amendatory thereof, which said

company has succeeded to and become seized and possessed of all the real estate and property of the said constituent companies, whether real, personal or mixed, and, among other things, of all the land granted to said Union Pacific Railroad company by the aforesaid acts of Congress, in aid of the construction of its road, not conveyed away by said company, at the date of such consolidation (to-wit: January 24, 1880), in consideration of the sum of One hundred and $\frac{7}{100}$ (\$100 $\frac{7}{100}$) Dollars, to it paid, the receipt of which is hereby acknowledged, doth hereby Grant, Bargain, Sell and Convey, unto Emma Egbert of the County of Davis in the State of Utah, the following described Real Estate, situate, lying and being in the County of Davis, and in the State of Utah, and described as follows, to-wit: The South East quarter of the South East quarter (SE $\frac{1}{4}$ SE $\frac{1}{4}$) of Section No. One (1) in Township No. Four (4) North of Range No. Two (2) West of the Salt Lake Meridian, containing according to the United States Survey thereof Forty (40) Acre, more or less, being the same premises contracted to be sold to Thomas J. Stued by contract No. 88397, dated November 17, 1887, which said contract has been duly assigned so as to rest all rights thereunder in the aforesaid Emma Egbert. Reserving, However, to the said Union Pacific Railway Company the exclusive right to prospect for coal and other minerals within and underlying said lands, and to mine for and remove the same if found, and for this purpose it shall have right of way over and across said lands and space necessary for the conduct of said business thereon, without charge or liability for damage therefor.

To have and to hold the said premises with all the rights and appurtenances thereto belonging unto the said grantee, her heirs and assigns forever, and the said grantor doth hereby covenant with the said grantee, that at the making of this instrument it is well seized of the said premises as of a good and indefeasible estate in fee, and hath good right to sell and convey the same, and that it will Warrant and Defend the title to said premises unto the said grantee her heirs and assigns forever against the lawful claims of all persons whomsoever.

Excepting, However, all taxes and assessments levied upon said premises since November 17, 1887, and except against any claims or incumbrances created or permitted by, through, or under said Thomas J. Stued, or his successors, heirs or assigns or any of them.

And Whereas, said Union Pacific Railroad Company, did, on the sixteenth day of April, a. d. 1867, execute and deliver to Cyrus H. McCormick, of the City of New York, and John Duff, of the City of Boston, a certain Mortgage Deed of that date, wherein said Company conveyed to the said Cyrus H. McCormick and John Duff, as Trustees, for the use and purposes therein mentioned, among others the lands herein before described; And Whereas, the said Cyrus H. McCormick did on the twenty-eighth day of June, a. d. 1873, by a proper instrument of writing to that effect, resign his place as Trustee under said mortgage deed, which resignation was,

on the fifteenth day of October, a. D. 1873, accepted by the Union Pacific Railroad Company, by its Board of Directors, at a meeting thereof held on that day in the City of Boston, and State of Massachusetts; And Whereas, on the fifteenth day of October, a. D. 1873, Frederick L. Ames, of Boston, in the State of Massachusetts, was duly nominated by the remaining Trustee, John Duff, as successor to said Cyrus H. McCormick, which nomination was, on the same day, approved by the Board of Directors of the said Union Pacific Railroad Company; And Whereas, by such nomination and approval said Frederick L. Ames did, upon his acceptance thereof, thereafter become vested with the same estates, powers, rights and interests, and charged with the same duties and responsibilities, as if he had been one of the original Trustees named in and executing, said Mortgage deed; And Whereas, said remaining Trustee did, by a conveyance, proper and effectual for that purpose, dated on the twentieth day of October, a. D. 1873, at the City of Boston, with the same in such new Trustee jointly with him, the said John Duff; And Whereas, the said John Duff did, on the fourteenth day of February, a. D. 1877, by a proper instrument in writing to that effect, resign his place as Trustee under said Mortgage Deed, which resignation was, on the fourteenth day of February, a. D. 1877, accepted by the Union Pacific Railroad Company, by the Executive Committee of its Board of Directors, at a meeting thereof held on that day in the City of Boston, and State of Massachusetts; And Whereas, on the second day of July, 1889, the Union Trust Company of New York, was duly nominated by the remaining Trustee, Frederick L. Ames, as successor to said John Duff, which nomination was, on the thirteenth day of July, 1889, approved by the Executive Committee of the Board of Directors of the said Union Pacific Railway Company; and the said Frederick L. Ames executed a deed on the thirteenth day of July, 1889, vesting in the said Union Trust Company of New York, the estates, powers, rights and interests created by said Mortgage Deed jointly with the said Frederick L. Ames; And Whereas, the said Union Trust Company of New York signified its acceptance of said trust, by signing said deed; And Whereas, the said Frederick L. Ames did, on the fifteenth day of July, 1889, by a proper instrument in writing to that effect, resign his place as Trustee under said Mortgage Deed, which resignation was, on the sixteenth day of July, 1889, accepted by the Union Pacific Railway Company, by the Executive Committee of its Board of Directors, at a meeting thereof, held on that day in the City of Boston, and State of Massachusetts; And Whereas, no nomination of a successor, to fill the vacancy caused by the resignation of said Frederick L. Ames, having been made, the said Union Trust Company of New York became and now is the sole Trustee under the said Mortgage Deed, dated the sixteenth day of April, a. D. 1867. And Whereas, The said Union Pacific Railroad Company did, on the eighteenth day of December, a. D. 1873, execute and deliver to the Union Trust Company of New York, a certain mortgage deed wherein said company conveyed to the said Union Trust Company of New York, as Trustee, for the uses and purposes therein mentioned, among others the lands hereinbefore described; And Whereas, the said Union Pacific Railway Company, with the consent of the Union Trust Company of New York, sole

Trustee under the Mortgage Deed of the sixteenth day of April a. D. 1867, and Trustee under the Mortgage Deed of the eighteenth day of December, a. D. 1873, has sold and conveyed, as above set forth, the real estate hereinbefore described, unto the said grantee, for and in consideration of the sum aforesaid, to the Union Pacific Railway Company, in hand paid by the said grantee, which said sum of money has been paid to the said Union Trust Company of New York, in its capacity as Trustee, for the use and purposes mentioned in said Mortgage Deeds of the sixteenth day of April, 1867, and of the eighteenth day of December, 1873.

Now Therefore, Know all men by these Presents, That the said Union Trust Company of New York, Trustee, in the aforesaid Mortgage Deeds, in consideration of the aforesaid premises and the payment as aforesaid of said sum, so paid by said Railway Company to said Trust Company for the use and purposes aforesaid, does hereby Remit, Release and forever Quit claim unto the said Emma Egbert the Real Estate described aforesaid, to be held by the said grantee free and exempt from all liens, incumbrances and charges of said Mortgage Deeds, of the sixteenth day of April, 1867, and of the Eighteenth day of December, 1873, but subject however, to all the reservations and conditions hereinbefore contained.

Seal

In Witness Whereof, the said grantor, the Union Pacific Railway Company, hath caused these presents to be sealed with its corporate seal, and to be signed by its President, attested by its Secretary, and countersigned by its Land Commissioner and its Auditor, and the said Union Trust Company of New York, Trustee, under the said Mortgage Deeds, of the sixteenth day of April, 1867, and of the eighteenth day of December, 1873, hath caused these presents to be sealed with its corporate seal, and to be signed by its Vice-President, who is thereto duly authorized and empowered by the by-laws of the Company, and by resolution of its Board of Directors, this eighteenth day of November a. D. 1897.

The Union Pacific Railway Company
By S. H. Clark. President.

Attest. Alex. Miller, Secretary,
Countersigned.

B. A. McAllister Land Commissioner.
Erastus Young Auditor.

Union Trust Company of New York, Trustee.
By Jas. H. Edgillie Vice-President.

Seal

In presence of
J. A. Humphreys }
J. F. O'Neill }

State of Missouri
City of St. Louis

Be it remembered, That on this 14th day of December a. D. 1897 before me, a Notary Public in and for said City appeared the Union Pacific Railway Company, by S. H. H. Blank its President, who is personally known to me to be the identical person whose name is subscribed to the foregoing instrument as said President, and then and there acknowledged the execution and sealing of said instrument to be his voluntary act and deed, and the voluntary act and deed of said Company, for the uses and purposes therein mentioned.



In Witness Whereof, I have hereunto set my hand and official seal this 14th day of December a. D. 1897, at the City of St. Louis in said State.

Henry G. Rebel

Notary Public

My commission expires Sep 2^d 1900.

State of New York
County of New York

Be it remembered, That on this 25th day of January a. D. 1898, before me, a Commissioner for Utah, in the State of New York, appeared the Union Trust Company of New York, by James H. O'Brien its Vice-President, who is personally known to me to be the identical person whose name is subscribed to the foregoing instrument as said Vice-President, and then and there acknowledged the execution and sealing of said instrument to be his voluntary act and deed and the voluntary act and deed of said Company. And I hereby certify that the foregoing deed is executed and acknowledged in accordance with the laws of the State of New York.



In Witness Whereof, I have hereunto set my hand and official seal this 25th day of January a. D. 1898, at the City of New York, in said County and State.

Charles Edgar Mills.

Commissioner for Utah.

Recorded December 19th 1898 at 9. a. m.

838

~~Quit Claim Deed.~~

~~Andrew B. Cook and Mary Amanda Cook, his wife, of Layton, Davis County, State of Utah, hereby Quit Claims to The Davis and Weber Counties Canal Company, a corporation, grantee of Ogden City, Weber County, for the sum of Twenty and ^{no}/₁₀₀ Dollars, the following described tract of land in Davis County, State of Utah:~~

~~The south east quarter of the south east quarter, and the North west quarter of the south east quarter of Section twenty-nine (29) Township Five (5) North range one (1) West Salt Lake Meridian.~~

~~It being a tract of land 50 feet wide on each side from the center line of the Davis and Weber Counties Canal Company's Canal, as the same is now located and operated across said land above described.~~