

U. P. Ry. Co. to J. L. King

The Union Pacific Railway Company. Union Division - Utah.

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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 act 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 thousand \$1,000 Dollars, to it paid by the receipt of which is hereby acknowledged, doth hereby Grant, Bargain, Sell and Convey unto John L. King of the County of Davis in the Territory of Utah the following described Real Estate, situate, lying and being in the County of Davis and in the Territory of Utah, and described as follows, to wit:

The West half of the North East quarter (W¹/₂ N.E.⁴); the South East quarter of the North East quarter (S.E.⁴ N.E.⁴) the North East quarter of the North West quarter (N.E.⁴ N.W.⁴); and the North West quarter of the South East quarter (N.W.⁴ S.E.⁴) of Section No. twenty one (21) in Township No. four (4) North, Range two (2) West of the Salt Lake Meridian, containing according to the United States Survey thereof Two hundred (200) acres, more or less, being the same premises contracted to be sold to John L. King by Contract No. 88361 dated July 15, 1887

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 therunto belonging unto the said grantee, his 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, his heirs and assigns forever against the lawful claims of all persons whatsoever.

Excepting however, all taxes and assessments levied upon said premises since July 15th 1857 and except against any claims or incumbrances created or permitted by, through, or under said John L. King 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 uses and purposes therein mentioned, among others the lands herein before described; And whereas, the said Cyrus H. McCormick did on the twentieth 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 S. Ames, of Easton, 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 S. 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 vest the same in such new Trustee jointly with him, the said John Duff; And whereas, the said John Duff did, on the nineteenth day of February, A. D. 1877, by a proper instrument of 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 Pacific Trust Company of New York, was duly nominated by the remaining Trustee, Frederick L. Ames, as successor to said John Buff, 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 whereon 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, 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 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 uses 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 does hereby Remise, Release and forever Quit Claim unto the said John F. King 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.

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, 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 twelfth day of September A.D. 1895.

In Presence of
 J. B. Evans
 R. M. Taylor
 In Presence of
 J. Ashbaugh
 H. W. Ramsey
 State of Nebraska
 County of Douglas } ss.

Union Pacific Railway Company
 Seal By S. H. H. Clark, President.
 Union Trust Company of New York
 Seal By Jas. H. Ogilvie Vice President

Attest:
 Wm. A. Miller Secretary
 C. W. McAllister Land Commissioner
 Erasmus Young Auditor

Be it Remembered, That on this tenth day of October A.D. 1895 before me, a Notary Public, in and for said County appeared the Union Pacific Railway Company by S. H. H. Clark 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 voluntarily act and deed of said County.

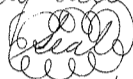
In Witness Whereof, I have hereunto set my hand and official seal this tenth day of October A.D. 1895, at the City of Omaha, in said County and State.

Seal
 J. B. Evans Notary Public
 My Commission Expires July 28-1896.

State of New York
County of New York } ss.

Be it Remembered, That on this 13th day of December A. D. 1895, before me, a Commissioner for Utah, in the State of New York, appeared the Union Trust Company of New York by James H. Ogilvie 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 13th day of December A. D. 1895, at the City of New York, in said County and State.



Charles Edgar Mills, Commissioner for Utah
Commission expires May 20th 1896 at in New York No 115 Broadway
Recorded Dec. 28th 95 at 10 A. M.

Mary Jones to Ezra V. Clark

This Indenture Witnesseth, That Mary Jones (a widow) grantor of Farmington, County of Davis in the Territory of Utah, do hereby Convey and Warrant to Ezra V. Clark grantee of Farmington, County of Davis in the Territory of Utah for the sum of \$4 hundred & 00 Dollars the following described tract of land in Davis County, Territory of Utah, to-wit:

Lot five (5) in Block five (5) Plat A Farmington Townsite Survey containing 150 sq. rods, as platted in the Official Plat of said Farmington Townsite Survey.


Together with the appurtenances unto the said grantee and to his heirs and assigns forever.

Subject however, to the use, benefit and possession of the said Mary Jones during her lifetime.

Witness the hand of said Grantor this fifth day of July 1895.

Signed in the presence of
J. E. Robinson } Mary Jones.
Territory of Utah
County of Davis } ss.

On this 5th day of July A. D. 1895 personally appeared before me, Mary Jones (widow) the signer of the above instrument, who duly acknowledged to me that she executed the same.



J. E. Robinson Recorder Davis Co. U. T.
Recorded Dec. 28th 95 at 10.10 A. M.

See Affidavit
in G. L. State Page 341