

the same.

C. R. Jones, Notary Public.

(Notary Public's Seal.)

My commission expires Dec. 3, 1909.

Recorded at request of C. A. Callis March 31, A. D. 1906 at 2 o'clock P. M.

L. E. Eldredge, County Recorder Summit County.

Entry No. 14491.

WARRANTY DEED.

Entered W. S. G.

Contract No. 91173 U. P. Ry. Co.

UNION PACIFIC RAILROAD COMPANY.

Deed No. 1440.

KNOW ALL MEN BY THESE PRESENTS, That Union Pacific Railroad Company, a corporation existing under and by virtue of the laws of the State of Utah, in consideration of the sum of Five Hundred and thirty-two and 68/100 (\$532.68) Dollars, to it paid, the receipt of which is hereby acknowledged, and of the sum of Fifty-nine and 18/100 (\$59.18) Dollars, paid to the Union Pacific Railway Company and its Receivers, doth subject however to the exceptions, reservations and conditions hereinafter written, hereby grant, bargain, sell and convey unto The Heirs at Law of James Welsh, deceased of the County of Summit in the State of Utah the following described real estate, situate, lying and being in the County of Summit and in the State of Utah, to-wit:

The North Half (N. 1/2) and the South West Quarter (S.W. 1/4) of Section No. Five (5) and the North Half (N. 1/2) of Section No. Seven (7) in Township No. One (1) South of Range No. Seven (7) East of the Salt Lake Meridian, containing, according to the United States survey thereof Seven hundred and eighty-nine (789) and 15/100 acres more or less.

Excepting and Reserving to said Union Pacific Railroad Company, its successors and assigns,

First: All coal and other minerals within or underlying said lands.

Second. The exclusive right to prospect in and upon said land for coal and other minerals therein, or which may be supposed to be therein, and to mine for and remove, from said land, all coal and other minerals which may be found thereon by any one.

Third. The right of ingress, egress and regress upon said land to prospect for, mine and remove any and all such coal or other minerals, and the right to use so much of said land as may be convenient or necessary for the right of way to and from such prospect places or mines and for the convenient and proper operation of such prospect places, mines and for roads and approaches thereto or for removal therefrom of coal, mineral machinery or other material.

Fourth: The right to said Union Pacific Railroad Company to maintain and operate its railroad in its present form of construction, and to make any change in the form of construction or method of operation of said railroad.

TO HAVE AND TO HOLD, subject to the said exceptions, reservations and conditions, the said premises with all the rights and appurtenances thereunto belonging unto the said The Heirs at Law of James Welsh, deceased grantees their heirs and assigns forever, and the said Union Pacific Railroad Company 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 grantees, their heirs and assigns forever against the lawful claims of all persons whomsoever.

Excepting as against all taxes and assessments levied upon said premises since the 15th day of October, 1897 and excepting against any rights, liens or encumbrances created or permitted by any other person than the said grantor, since the 15th day of October, 1897.

And Whereas, said Union Pacific Railroad Company did, on the 1st day of July, 1897, execute and deliver to The Mercantile Trust Company of New York a certain mortgage deed wherein said Railroad Company conveyed to the said The Mercantile Trust Company as Trustee, for the uses and purposes therein mentioned, amongst other things, the lands hereinbefore described; and,

Whereas, said Union Pacific Railroad Company, with the consent of the said The Mercantile Trust Company, Trustee under the mortgage aforesaid, has sold and conveyed, as above set forth, the real estate, hereinbefore described, unto the said grantee for and in consideration of the sum paid as aforesaid to Union Pacific Railroad Company by said grantee, which sum of money has been paid to said The Mercantile Trust Company in its capacity as Trustee, or has been otherwise properly paid or accounted for under said mortgage, for the uses and purposes mentioned in said mortgage deed.

