

Hundred and Ninety Six, before me the undersigned a Notary Public in and for the State of Utah, personally appeared Nat M. Brigham, United States Marshal in and for the District of Utah, personally known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he, as such Marshal aforesaid executed the same in witness whereof, I have hereunto set my hand and affixed my official seal the day and year first above written.

Witness My Commission expires
 Seal County Sept 24th 1897

D. N. Swan
 Notary Public

Filed for record and recorded Feb. 21, 1896 at 4¹⁵ o'clock P.M.

Geo. J. Taylor
 County Recorder

Ded. No. 5527 New Series.

To all to Whom these presents shall come.

The Central Pacific Railroad Company, a corporation duly incorporated and organized under the laws of the State of California, and James O. B. Lewis of the City and County of San Francisco, State of California, and William C. Brown of the City and County of San Francisco, State of California, Trustees of all the lands of the said Central Pacific Railroad Company lying in the States of California and Nevada and the Territory of Utah, which were and were sold on the first day of October A. D. 1870 and hereinafter.

Whereas on the first day of October A. D. 1870 the said Central Pacific Railroad Company conveyed all its lands lying in the States of California and Nevada and the Territory of Utah then unsold, of which the lands hereinafter described were and are a part to Charles Crocker, and Elias W. Henderson to hold in trust as security for the payment of Two Thousand Bonds for the sum of One Thousand and Dollars each dated on the first day of October A. D. 1870 and payable twenty years from date with interest at the rate of six per cent per annum made and issued by the said Central Pacific Railroad Company.

And Whereas said Deed of Trust among other matters provided that the said Central Pacific Railroad Company should have the sole and exclusive control and management of said lands with full power to make sales of the same upon such terms and conditions as might from time to time be agreed upon between the said Railroad Company and the said Trustees and that when such sales had been made and the purchase money fully paid, the said Company and the said Trustees should execute in a conveyance in fee simple of the lands so sold to the purchaser or purchasers thereof which conveyance should absolutely and forever release the lands so conveyed from any and all lien or incumbrances for or on account of said Bonds or any other debt or obligation of the said Railroad Company and Whereas on the 14th day of August 1871 Charles

hereafter, view of the Trustees, being absent to depart from the State of California
 was to be absent for an indefinite period, did resign his trust, under said con-
 veyance of the first of October, 1870, and whereas on the 15th day of August
 1871, the said Silas W. Sanderson, the remaining Trustee under said convey-
 ance, did pursuant to the terms of his trust, nominate Mark Hopkins, of
 the City of Sacramento, and State of California, to fill the vacancy caused by
 the resignation of said Charles Crocker, and whereas on the 21st day of Au-
 gust, 1871, the Board of Directors of the said Central Pacific Railroad Company
 pursuant to the terms of said trust, did ratify and approve said nomination
 and did appoint said Mark Hopkins to fill said vacancy, and whereas subse-
 quently, to wit: on the 29th day of March, 1873, said Mark
 Hopkins departed this life, and whereas on the second day of April, 1873, Silas
 W. Sanderson, the surviving Trustee under said conveyance, did pursuant to
 the terms and conditions thereof, nominate David D. Bolton, of the City and
 County of San Francisco, and State of California, to fill the vacancy caused by
 the death of said Mark Hopkins, and whereas on the third day of April, 1873,
 the Board of Directors of said Central Pacific Railroad Company, pursuant to
 the terms of said conveyance, did ratify and approve said nomination, and
 did appoint said David D. Bolton to fill said vacancy, and whereas subse-
 quently, to wit: on the ninth day of October, 1873, said David D. Bolton departed this
 life, and whereas on the twenty eighth day of October, 1873, Silas W. Sanderson, the
 remaining Trustee under said conveyance, did pursuant to the terms and con-
 ditions thereof, nominate James O. Brown, of the City of Oakland, and County
 of Alameda, and State of California, to fill the vacancy caused by the death of
 said David D. Bolton, and whereas on the thirteenth day of November, 1873,
 the Board of Directors of said Central Pacific Railroad Company, pursuant
 to the terms of said conveyance, did ratify and approve said nomination, and
 did appoint said James O. Brown to fill said vacancy, and whereas, subse-
 quently, to wit: on the 24th day of June, 1886, said Silas W. Sanderson, departed this
 life, and whereas on the 29th day of June, 1886, the surviving Trustee under said
 conveyance, did pursuant to the terms and conditions thereof, nominate William
 C. Brown, of the City and County of San Francisco, State of California, to fill
 the vacancy caused by the death of said Silas W. Sanderson, and whereas on
 the 8th day of July, 1886, the Board of Directors of the said Central Pacific Rail-
 road Company pursuant to said conveyance, did ratify and approve said nomi-
 nation, and did appoint said William C. Brown to fill said vacancy, and where-
 as the said Railroad Company has sold the lands hereinafter described, pursu-
 ant to the foregoing conditions, to Amos Maycock for the sum of Six Hundred
 and forty (640) Dollars, which sum has been by him fully paid to the said
 James O. Brown and William C. Brown, Trustees as aforesaid.

Now Therefore, in consideration of the premises, and the said sum of Six
 Hundred and forty (640) Dollars, the receipt whereof is hereby acknowledged,
 the said Central Pacific Railroad Company, and the said James O. Brown, and

W. E. Brown, Trustees as aforesaid, do grant bargain sell and convey to the said Annes Maycock and his heirs and assigns, the following described tract of land situate lying and being in the Counties of Weber and Box Elder Territory of Utah to wit: All of Section No. thirteen (13) in Township seven (7) north of Range two (2) west, Salt Lake Base and Meridian containing six Hundred and forty (640) acres according to the United States Survey together with all the franchises and appurtenances thereto appertaining and belonging excepting and reserving however for Railroad purposes a strip of land four hundred feet wide lying equally on each side of the tracks of the Railroad of said Company or any branch Railroad now or hereafter constructed on said land and the right to use all water needed for the operating and repairing of said Railroad which rises on said land and the right of way to conduct water using on other lands across said land in pipes or aqueducts for said purposes and subject also to the reservation and conditions that the said purchaser his heirs and assigns shall erect and maintain good and sufficient fences on both sides of said strip or strips of land. Reserving however all claim of the United States to the same as mineral land.

To Have and to hold the aforesaid franchises to the said Annes Maycock his heirs and assigns, to his and their use and behoof forever.

In Testimony Whereof the said Central Pacific Railroad Company has caused these presents to be signed by its 2d Vice President and its Assistant Secretary and sealed with its corporate seal and the said James O. B. Brown and William E. Brown Trustees have subscribed their names and affixed their seals this third (3rd) day of January A. D. 1870:

Central Pacific
Railroad Company
seal

Lehas J. Brocher
2nd Vice President C. P. R. Co.
E. H. Miller Jr.
Assistant Secretary C. P. R. Co.

Witness
Benj. T. Tuttle
State of California
City and County of San Francisco

James O. B. Brown (seal)
W. E. Brown (seal)
Trustees

On this third day of January in the year one thousand eight hundred and ninety before me Benj. T. Tuttle, as Commissioner of Deeds for the Territory of Utah duly appointed, commissioned and sworn and residing in the City and County of San Francisco, State of California, personally appeared the within named Lehas J. Brocher, 2nd Vice President of the Central Pacific Railroad Company and E. H. Miller Jr. Assistant Secretary of the Central Pacific Railroad Company, who are both personally known to me to be the said officers of the said Central Pacific Railroad Company, respectively and the individuals described in and who have executed the within instrument as such officers of said Company, and they each severally and personally then and there acknowledged to me that they executed the said within instrument as the free act and deed

of the said "Central Pacific Railroad Company" freely and voluntarily and for the uses and purposes therein mentioned. Also at the same time and place as the foregoing, personally appeared before me the within named James O. B. Suss and William E. Brown, Trustees, whose names are subscribed to the within instrument as parties thereto, personally known to me to be the individuals and Trustees described in and who executed the within instrument as said Trustees, and they each severally and duly acknowledged to me that they executed the same as said Trustees, freely and voluntarily and for the uses and purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand and offered my Official Seal at the City and County of San Francisco, State of California, this Third day of January A. D. 1890

Benj. F. Tuttle.

Commissioner
Seals

a Commissioner of Deeds for the Territory of Utah,
residing in the City and County of San Francisco,
State of California.

Filed for record and recorded July 25, 1896, at 9:33 a.m.

Wm. J. Tyler
County Recorder

Deeds.

This Indenture made this 14th day of February, A. D. 1896 between Nathaniel Brigham United States Marshal in and for what was the Territory, but now is the State of Utah of the first part, and The Utah National Bank a corporation of Ogden City Utah of the second part Witnesses Whereas I am and by a certain judgment or Decree rendered by the District Court of the Fourth Judicial District in and for the County of Weber, in what was then the Territory, but is now the Second Judicial District in and for Weber County State of Utah on the 18th day of July A. D. 1895 and entered on the 18th day of July A. D. 1895 in a certain action then pending in said Court wherein S. B. Adams was Plaintiff and John J. Sullivan, Margaretta L. Sullivan, The Board of Education of Ogden City Utah, The Commercial National Bank of Ogden City Utah, J. S. Armstrong Receiver of The Citizens Bank of Ogden City Utah and The Ogden State Bank of Ogden City Utah were defendants and of which said judgment or Decree a certified copy was delivered to the said party of the first part, as such Marshal for execution, it was among other things ordered, adjudged and decreed, that all and singular the mortgaged premises described in the complaint in said action and specifically described in the said judgment or Decree, be sold at public auction by the United States Marshal in and for the Territory of Utah in the manner required by law and according to the course and practice of said Court that any of the parties to said action might become the purchaser at said sale