

said premises, in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against the said party of the first part, and her heirs, and against all and every person and persons whomsoever lawfully claiming or to claim, the same shall and well Warrant and by these presents forever Defend.

In Witness Whereof, the said party of the first part, has hereunto set her hand and seal the day and year first above written.

Signed, Sealed, and Delivered

Elizabeth Craig (seal)

in the presence of,

Chas. C. Loyde.

United States of America.

Territory of Utah }
County of Davis }

On this fifth day of December A. D. One Thousand Eight Hundred and eighty four personally appeared before me, Chas. C. Loyde a Justice of the Peace in and for said County, duly elected, commissioned and qualified Elizabeth Craig, whose name is subscribed to the annexed instrument, as a party thereto, personally known to me to be the same person described in, and who executed the said annexed instrument, and duly acknowledged to me that she executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand, at my office in Kayville, Davis County, U. T.

Chas. C. Loyde J. P.

Recorded Feb. 18, 1908, at 11⁰⁰ A.M.

Abstracted A-57.

u/422
2-21-1908

13869.

Warranty Deed.

No 2267.

Entered C. Form. 3341X

Contract No. 3881-F.

Union Pacific Railroad Company.

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 Four hundred and seventy-eight and 27/100 (\$478.27) Dollars to it paid, the receipt of which is hereby acknowledged, doth subject honors to the exceptions, reservations and conditions hereinafter written, hereby grant, bargain, sell and convey unto Fred J. Kiesel of the County of Weber, 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, to-wit: The South half of the South East Quarter (1/2 of SE 1/4) of Section No. Nineteen (19) in Township No. Five (5) North of Range No. One (1) West of the Salt Lake Meridian, excepting and excluding therefrom Six (6) and 2/100 acres, heretofore conveyed by Union Pacific Railroad Company to the Davis and Weber Counties Canal Company, a corporation, by Deed No. 368, dated April 5, 1900.

All release & relinquishment Book 117 Page 382

containing, according to the United States survey thereof Seventy-three (73) and 58,00 acres, more or less, subject however to a right-of-way of lawful width for any and all county roads heretofore established over, upon and across the premises herein described.

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

First: All oil, coal and other minerals within or underlying said lands.
Second: The exclusive right to prospect in and upon said lands for oil, coal and other minerals therein, or which may be supposed to be thereon and to mine for and remove, from said lands, all oil, coal and other minerals which may be found thereon by any one.

Third: The right of ingress, egress and regress upon said lands to prospect for, mine and remove any and all such oil, 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 oil, 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 Fred J. Kiesel, grantee his 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 grantee, his heirs and assigns forever against the lawful claims of all persons whomsoever.

Excepting as against all taxes and assessments levied upon said premises for or during the year 1907, and subsequent years, and excepting against any rights, liens or encumbrances, created or permitted, by any other person than the said grantor, since the Seventh day of August 1906.

And Whereas, said Union Pacific Railroad Company did, on the first 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 of New York, as Trustee, for the use and purposes therein mentioned, amongst other things, the lands herein-

before described; and,

Whereas, said Union Pacific Railroad Company, with the consent of the said The Mercantile Trust Company of New York, 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 of New York 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.

Now Therefore, Know All Men By These Presents: that said The Mercantile Trust Company of New York, Trustee of the aforesaid mortgage deed, in consideration of the promise and of the payment as aforesaid of said sum so paid by said Railroad Company to said Trust Company, for the uses and purposes aforesaid, doth hereby Remise, Release and Forbear Quit Claim, subject to the exceptions, reservations and conditions above written unto the said Fred J. Kessel the real estate described aforesaid, to be held by the said grantee free and exempt from all liens, encumbrances and charges of said mortgage deed of the first day of July, 1897

In Witness Whereof, the said grantor, Union Pacific Railroad Company, has caused these presents to be sealed with its corporate seal, and to be signed by its President, and attested by its Asst Secretary, and countersigned by its Land Commissioner and its Auditor, and said The Mercantile Trust Company of New York, under said mortgage deed of July 1st, 1897, has caused these presents to be sealed with its corporate seal, and 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 6th day of February A. D. 1908.

Union Pacific Railroad Company
By E. H. Harman, President

Attest: Jas. H. Ellen, Asst. Secretary.

The Mercantile Trust Company, Trustee.
By W. C. Poillon, Vice-President.

Attest: B. M. Jones, Asst. Secretary.

Appraisal No. 193

H. B.

Checked by

J. A. G.

G. F. S.

A. L. C.

In presence of
L. Clark
Roger Seale

In presence of
J. Michael
H. C. Potts



Countersigned
B. W. McArthur
Land Commissioner
H. J. Sterling, Auditor

State of New York } ss.
County of New York }

On the 6th day of February A. D. 1908 personally appeared before me E. H. Harriman, who being by me duly sworn did say that he is the President of Union Pacific Railroad Company, and that said instrument is signed in behalf of said corporation by authority of its by-laws and by a resolution of the executive committee of its board of directors thereunto duly authorized by the by-laws of said Company; and said E. H. Harriman acknowledged to me that said corporation executed the same.

In Testimony Whereof, I have herewith subscribed my name and affixed my official seal as Notary Public the day and year above written
L. Ellwell.

My commission expires March 30, 1909.



Notary Public.

State of New York } ss.
County of New York }

Be It Remembered, That on this 8th day of February A. D. 1908, before me a Notary Public in and for said County, appeared The Mercantile Trust Company, by N. C. Poillon, 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.

In Witness Whereof, I have herewith set my hand and official seal this 8th day of February A. D. 1908, at the City of New York, in said County and State.

My commission expires March 30, 1908.



S. Michaels

Notary Public.

Recorded Feb. 21-1908 at 3¹² P.M.

Abstracted C-85

13870.

Warranty Deed.

This Indenture made the eighth day of September in the year of our Lord one thousand eight hundred and ninety three. Between Joseph T. Sparks of Centerville, Davis County, Utah Territory, the parties of the first part and, Raquel Barber and Elizabeth E. Barber, of Centerville, Davis County, Utah Territory parties of the second part. Witnesseth; that the said parties of the first part for and in consideration of the sum of One Hundred and Twenty-Four Dollars, to them in hand paid by the said parties of the second part, do by these presents grant, bargain, sell, convey and confirm unto the said parties of the second part, and to their heirs and assigns