

## Deed

Indenture made the 20<sup>th</sup> day of April, 1899, between Sherman E. Day of St Paul Minnesota, as special master, appointed by the decrees entered in the causes hereinafter mentioned by the Circuit Courts of the United States for the District of Nebraska the District of Colorado, the District of Wyoming and the District of Utah, party of the first part:

Olive W Mink and Thomas P. Wilson, Receivers of the property of the Union Pacific Railway Company, appointed by said Circuit Courts of the United States in certain causes hereinafter mentioned, parties of the second part:

Union Trust Company of New York, as Trustee under the Mortgage or Deed of Trust hereinafter mentioned, executed by the Union Pacific Railroad Company and bearing date the eighteenth day of December, 1873, party of the third part;

The Union Pacific Railway Company, a corporation formed by the consolidation of said the Union Pacific Railroad Company, with Kansas Pacific Railway Company and the Denver Pacific Railway and Telegraph Company, party of the fourth part, and

Union Pacific Railroad Company, being a corporation organized and existing under and pursuant to the Laws of the State of Utah, party of the fifth part:

Whereas, the Union Pacific Railroad Company, a corporation created under and by virtue of an act of congress approved July 1, 1862, and an act of Congress approved July 2, 1864, on or about the 18<sup>th</sup> day of December, 1873, executed a Mortgage or Deed of Trust (herein called the Sinking Fund Mortgage) bearing date the 18<sup>th</sup> day of December, 1873, whereby it conveyed to the Union Trust Company of New York and its successor as Trustee all and singular the property in said Mortgage described, which said Mortgage was executed to said Trustee to secure certain bonds of said the Union Pacific Railroad Company (herein called its Sinking Fund bonds) of which there were issued and outstanding on the first day of December, 1898, bonds to the aggregate amount of Three Millions seven hundred and thirty eight thousand dollars (\$3,738,000) principal; and,

Whereas, on or about the 24<sup>th</sup> day of January, 1880, said the Union Pacific Railroad Company, under and in pursuance of acts of Congress in <sup>due</sup> the half, was consolidated with with the Kansas Pacific Railway Company and the Denver Pacific Railway and Telegraph Company, and by such consolidation said the Union Pacific Railway Company, party of the fourth part, hereto, was formed and became the successor to said the Union Pacific Railroad Company, which executed the Sinking Fund Mortgage aforesaid; and,

Whereas, said the Union Pacific Railway Company having become insolvent, and having made default in the payment of certain interest which had become due on the Sinking Fund Mortgage bonds secured by said Sinking Fund Mortgage, the said Union Trust Company of New York, trustee as aforesaid, filed in Circuit Court of the United States for the District of Nebraska its bill in equity against the Union Pacific Railway Company, the Union Pacific Coal Company, The Mercantile Trust Company, Trustee S. H. H. Clark, Olive W Mink, E. Ellery Anderson, Frederick R. Condit and John W. Doane, Receivers, defendants to foreclose the said Sinking Fund Mortgage, and such proceedings were thereupon had in

said cause, that on the 1st day of December, 1898, a certain decree of foreclosure and sale was entered by said <sup>Circuit</sup> Court of the United States for the district of Nebraska, wherein and whereby it was adjudged and decreed that said The Union Pacific Railway Company pay, or cause to be paid, within twenty days after the entry of said decree, certain amounts therein found to be due under the said Sinking Fund Mortgage; and that in default of such payment by said the Union Pacific Railway Company, or by some one claiming under it, or by some one for its account, or by some one of the defendants, said cause, within the time aforesaid, all the lands, land grants, land rights and property of every kind and description embraced in and covered by the said Sinking Fund Mortgage should be sold as provided in the said decree, and

Whereas, like causes were pending between the same parties in the Circuit Courts of the United States for the district of Colorado, the District of Wyoming and the District of Utah, in each of such Districts portions of the mortgaged premises and property were situated, and said decree, entered by the Circuit Court of the United States for the District of Nebraska on the 1st day of December, 1898, was adopted, rendered and announced as the decree of each of said other Courts in said like causes therein pending, by decrees entered by said Courts respectively on the following dates, viz:

By said Circuit Court of the United States for the District of Colorado on the 16th day of December, 1898.

By said Circuit Court of the United States for the District of Wyoming on the 17th Day of December, 1898.

And by said Circuit Court of the United States for the District of Utah on the 5th day of December, 1898, to which several suits and to the proceedings and record thereof in each of said courts, including said Circuit Court of the United States for the District of Nebraska, reference is hereby made, and

Whereas, neither the Union Pacific Railway Company, nor any one claiming under it, nor any one for its account, nor any of the defendants in either of said causes above mentioned, within the time fixed in each of said decrees, or at any other time, made payment of the sums decreed as aforesaid, or any part thereof, and

Whereas in a certain cause pending in the Circuit Court of the United States for each of the above mentioned Districts, wherein Oliver Ames, Second, and others are complainants, and the Union Pacific Railway Company and others are Defendants (herein called the Ames cause), Oliver W. Mink and Thomas P. Wilson, parties hereto of the second part, were appointed receivers of the property and estate of the Union Pacific Railway Company, party of the fourth part hereto, including the property covered by and embraced in said Sinking Fund Mortgage by said decrees foreclosed; and

Whereas Sherman S. Day, party hereto of the first part, was in and by each of said decrees above mentioned appointed Special Master to execute said decrees and

make the sales therein provided to be made, and to execute and deliver deeds of conveyance to the purchaser or purchasers thereof upon confirmation of such sales and payment of the purchase price thereof, as in said decrees provided; and Whereas <sup>now</sup> Sherman E. Day, Special Master, as aforesaid, gave due public notice in pursuance of said decrees and according to law of the date and place of the sales under said decrees and <sup>of</sup> the manner and terms upon such sales would be conducted and duly complied with all the provisions of said decrees relating to such sales, and, in pursuance of said decrees, at the place specified therein to-wit, at the front door of the Court House of the County of Salt Lake, in the City of Salt Lake City, State of Utah, did, on 11th day of March 1899, offer for sale and sell all that portion of the lands, land rights and other property covered by said Sinking Fund Mortgage, and situate in the State of Utah, and contained in parcel Two, as in said decrees described and defined in the manner therein prescribed; and, Whereas said Union Pacific Railroad Company, party hereto of the fifth part, was the highest bidder at said sale for that portion of the lands, land rights and <sup>other</sup> property covered by said Sinking Fund Mortgage, situate in the County of Weber, State of Utah, and contained in Parcel Two, as in said decrees described and defined, having bid at said sale for said property the sum of Twenty thousand five hundred dollars (\$20,500.), and said property was thereupon struck off and sold by said Special Master to said Union Pacific Railroad Company for said sum of Twenty thousand five hundred dollars (\$20,500.); and,

Whereas, afterwards said Sherman E. Day, Special Master as aforesaid, did duly make and file his reports of said sale and by decrees entered by said Courts in said causes therein finding the said report of sale was in all things ratified, approved and confirmed and said sale made absolute, subject to all the terms and conditions of said decrees of foreclosure and sale, and

Whereas, said Union Pacific Railroad Company, party hereto of the fifth part, has in all respects complied with said decrees of foreclosure and sale and has paid and made settlement of said purchase price as provided in said decrees and in the orders of said Court;

Now, Therefore, This Indenture Witnesseth; that the said Sherman E. Day, Special Master as aforesaid, party of the first part to these presents, in order to carry into effect the sale of said property situated in the County of Weber, State of Utah, and embraced in said Parcel Two, and in pursuance of the aforesaid decrees, and in conformity to law and in consideration of the premises and <sup>of</sup> the payment and settlement as aforesaid of the purchase price of the said property as provided in that behalf in the said decrees and orders of said courts, has granted, bargained, sold assigned, released, conveyed and confirmed, and by these presents does grant, bargain, sell, assign, release convey and confirm, unto the said Union Pacific Railroad Company, the party of the fifth part hereto, and to its successors and assigns, in fee simple forever, all and singular the lands, land rights and other property embraced in Parcel Two, as in said decrees defined, situated in the County of Weber, State of Utah, and not heretofore sold and conveyed to purchasers thereof by the Union Pacific Railroad Company or its successors The Union Pacific Railway Company, and not released by the Trustee of said Sinking Fund Mortgage from the lien thereof, which have been granted to the Union

See Index! ~~for~~ Decs - in Weber Co. 1970 Grantor -

Pacific Railroad Company or to the Union Pacific Railway Company, its successors, by 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 1st, 1862, and the amendatory act of Congress approved July 2nd, 1864, and by the Act of Congress approved July 3rd, 1866, entitled, "An act to amend the aforesaid acts of July 1st, 1862, and July 2nd 1864", and by any and all other acts of Congress making grants of land to or for the benefit of the said the Union Pacific Railroad Company or its successors The Union Pacific Railway Company, and any and all lands situated in the County and <sup>State</sup> aforesaid, and embraced in said Parcel to which the said The Union Pacific Railway Company as the successor of The Union Pacific Railroad Company, is or may be entitled under any acts of Congress, and all rights, titles, estates and interests in possession or expectancy now existing or hereafter to accrue to said the Union Pacific Railroad Company or its successors The Union Pacific Railway Company in and to the said lands granted by Congress as aforesaid, and each and every part thereof, as well as the right hereafter to receive from the United States any of the said lands granted as aforesaid, whether in place or indemnity limits or by way of indemnity, together with all the right title interest, estate and claim of the said The Union Pacific Railroad Company of the said Union Pacific Railway Company in and to the said lands or any part thereof, and all the rights of the said Companies, or either of them, to receive from the United States patents therefor, excepting, however, all parts and parcels of said lands which have been included in the railroad and telegraph line of the Union Pacific Railroad Company or its successors The Union Pacific Railway Company or used for the construction or operation thereof as for the track, yards, depot grounds, buildings, or erections thereon. Also the corporate rights and franchises of said The Union Pacific Railroad Company or its successor The Union Pacific Railway Company, so far as the said rights and franchises pertain to said lands and land grants and other property. Including in this conveyance the following described lands situated in Weber County, Utah.

- 6-1 Township No. Six, North of Range No. One East, of the Salt Lake Meridian.  
West half of Southwest Quarter of section number 3. West half and Southeast Quarter of section number 15. Lots one, Three, Four, East half, and East half of West half, of section number 19. All of section number 21. All of section number 25. All of section number 27. All of section number 29. All of section number 31. All of section number 33.
- 7-1E+ Township No. Seven, North, of Range No. One, East, of the Salt Lake Meridian.  
Southwest Quarter of Northeast Quarter, Northeast <sup>Quarter</sup> of Southeast Quarter, and South half of Southeast Quarter, of section number 21.
- 6-2E Township No. Six, North of, of Range No. Two, East, of the Salt Lake Meridian.  
Northeast Quarter, North half of South half. Southeast Quarter of Southeast Quarter. of section number 9. South half of section number 11. South half of Northeast Quarter, South half of Northwest Quarter, North half of south half, of section number 15.
- 5-1W Township No. Five, North, of Range No. One, West, of the Salt Lake Meridian.

All of section number 1. All of section number 11. West half and West half of East half and Southeast Quarter of Southeast Quarter of section number 13. Northeast Quarter of Northeast Quarter of section number 19. Southwest Quarter of Northwest Quarter of section number 25. The following described part of section number 27: Beginning at a point 940.8 feet west of the Northeast corner of said Section 27; thence S., 2 deg. 13' W., 874.4 feet; thence N., 83 deg. 47' W., parallel to and 200 feet distant from the center line of the main track of the U. P. R.R. 461 feet; thence N 2 deg. 13' E., 829 feet to the north line of section 27; thence East along the North line of said Section 27/ 457.6 feet to the place of beginning, and containing an area of 8.9 acres, more or less (excepting right of way for County road).

The following described part of section number 27: Beginning at a point on the north and South <sup>line</sup> ~~center~~ of section 27, 1,555.8 feet South of the north line of said section; thence S. 85 deg. 48' E., 358 feet; thence S. 1 deg. 33' W., 374 feet; thence S., 82 deg. 30' E 395 feet; thence S. 7 deg. 18' E., 633 feet to the South line of the Northeast Quarter of said section 27; thence West along said South line of Northeast Quarter of Section 27, 738 feet to the center line of section 27; thence North along the North and South center line of Section 27, 1,084.2 feet to the place of beginning and containing an area of 14.5 acres.

The following describes part of Section number 27: Commencing at the Southeast corner of Southwest Quarter of Northeast Quarter of said Section 27; thence West along the South line of said Southwest Quarter of Northeast Quarter of said section 27; 588 feet more or less. thence North, 0 deg. 18' W, 600 feet, more or less to the south line of proposed county road; thence South, 82 deg. 30' E along said south line of proposed county road 319 feet more or less; thence North, 5 deg. 45' E., along the East line of said proposed county road 610.6 feet more or less; thence South, 83 deg. 42' E 209 feet more or less, to the east line of said Southwest Quarter of Northeast Quarter of said Section 27; thence south along said East line of Southwest Quarter of Northeast Quarter of said Section 27 to place of beginning, containing an area of 11.2 acres more or less.

Township No. Six, North of Range No. one, West, of the Salt Lake Meridian.  
Southwest Quarter of section number 1. Northeast Quarter, East half of Northwest Quarter, Southwest Quarter of Southwest Quarter, Southeast Quarter, and East half of Southwest Quarter, of section number 3. All of section number 25. Northeast Quarter of Northeast Quarter South half of Northeast Quarter and Southeast quarter of section number 31.

Township No Five, North, of Range No. Two, West, of the Salt Lake Meridian.  
North half of Southeast Quarter of Section number 11.

Township No. Six, North of Range No Two, West, of the Salt Lake Meridian.  
Southwest Quarter of Southeast Quarter of section number 33.

Township No. Five, North, of Range No. Three, West of the Salt Lake Meridian.  
North half, Southwest Quarter, and Northwest Quarter of Southeast Quarter of section number 1. Northwest Quarter and North half of Northeast Quarter of section number 11.

Township No. Five, North, of Range No. four, West, of the Salt Lake Meridian.  
All of section number 7. All of section number 17. Lots one and Two of section number 19. Lot One of section number 21. Lot One of section number 29.

Township No. Five, North of Range No. 5, West of the Salt Lake Meridian.

All of section number 13.

5-1E Township No. Five, North of Range No. One, East, of the Salt Lake Meridian. Lots One, Two, Three and Four and East half of Southwest Quarter of section number 7. West half of North East Quarter, and West half and South East Quarter of section number 19. South West quarter of Northwest quarter and North West quarter of South West quarter of section number 29.

6-1E Township No. Six North, of Range No. One, East of the Salt Lake Meridian. All of section number 5. All of section number 7. All of section number 9. North half of section number 17.

7-1E Township No. Seven, North of Range <sup>No</sup> One, East, of the Salt Lake Meridian. All of section number 13. Northeast Quarter of section number 23. All of section number 31.

6-2E Township No. Six, North of Range No. Two, East, of the Salt Lake Meridian. All of section number 1.

7-2E Township No. Seven, North, of Range No. Two, East of the Salt Lake Meridian. All of section number 1. All of section number 9. All of section number 11. All of section number 13. All of section number 15. All of section number 17. All of section number 19. All of section number 21. All of section number 23. All of section number 25. All of section number 27. All of section number 29. All of section number 35.

4-3E Township No. Six North of Range No. Three, East, of the Salt Lake Meridian. All of section number 1. All of section number 3. All of section number 5. All of section number 7. All of section number 9. All of section number 11. All of section number 13. All of section number 15. All of section number 17. All of section number 19. All of section number 21. All of section number 23. Northeast Quarter of the Northeast Quarter, West half of Northeast quarter. Northwest quarter, and Northwest quarter of Southwest quarter, of Section number 27. All of section number 29. North half, North half of South West Quarter, Southwest quarter of South West quarter, and North West quarter of South East quarter, of section number 31.

7-3E Township No. Seven, North, of Range No. Three, East, of the Salt Lake Meridian. South half of section number 1. All of section number 3. All of section number 5. All of section number 7. All of section number 9. All of section number 11. All of section number 13. All of section number 15. All of section number 17. All of section number 19. All of section number 21. All of section number 23. All of section number 25. All of section number 27. All of section number 29. All of section number 31. All of section number 33. All of section number 35. <sup>\* See page 380.</sup> and North half of South East Quarter, of Section number 25.

Township No. Six, North of Range No. One, West, of the Salt Lake Meridian. North half and South East Quarter of section number 1. All of section number 13. South half of section number 35.

7-1-4 Township No. Seven North of Range One West of the Salt Lake Meridian. All of section number 25. All of section number 35.

Township No. Five, North of Range No. Three, West of the Salt Lake Meridian.

- Sats One, Two and Three of section number 3.
- 5-14 Township No. Five North of Range No. One West of the Salt Lake Meridian.  
That part lying South of right of way of U.P. R.R. and east of tract conveyed to Wm Bowman by Deed dated Dec. 31st, 1896. in North East Quarter of North East Quarter of Section number 27.
- 6-15 Township No. Six, North, of Range No. One, East, of the Salt Lake Meridian.  
South half of Section No. 7. East of Section Number 19.
- 7-15 Township No. Seven, North of Range No. One, East, of the Salt Lake Meridian.  
East half of Northeast Quarter of section number 21.
- 6-25 Township No. Six, North, of Range No. Two, East, of the Salt Lake Meridian  
All of section number 3. North half of Section number 11. South half of Southeast Quarter of Section number 15.
- 5-14 Township No. Five, North of Range No. One, West, of the Salt Lake Meridian.  
East half of Northeast Quarter and Northeast Quarter of Southeast Quarter of Section number 13.
- 6-14 Township No. Six, North of Range No. One, West, of the Salt Lake Meridian.  
Northwest Quarter of Southwest Quarter of Section number 3.  
All of Section number 11.
- 6-34 Township No. Six, North, of Range No. Three, West, of the Salt Lake Meridian.  
Sats One and Two of section number 29.

It being the true intent and purpose hereof to convey the party of the fifth part all the lands, land rights and other property situated in the County of Weber, State of Utah, and embraced in Parcel Two as defined in said decrees, which are directed by the said decrees to be sold, whether the same are in this indenture particularly described or not.  
To have and to hold all and singular the above mentioned and described lands, land rights and other property of every kind and description hereby conveyed or intended to be conveyed unto the said Union Pacific Railroad Company, party of the fifth part hereto, and to its successors and assigns, in fee simple forever, as fully and absolutely as the party of the first part may or ought by virtue of the said decrees to convey the same.

And this indenture further witnesseth that

Whereas, in and by said decrees of foreclosure and sale of the said property the Receivers appointed in the Ames cause hereinbefore mentioned were ordered and directed to make and deliver a sufficient deed or deeds or join with the Special Master in the execution of the deed or deeds to be made by him and to thereby convey and assign to the purchaser or purchasers at said sale and his or their successors or assigns all right, title and interest of said receivers in, of or to any property vested or standing in their names or to which they have acquired title as such receivers in the management and administration of the property covered by and embraced in said Sinking Fund Mortgage and conveyed to such purchaser or purchasers.

Now therefore the said Receivers as aforesaid, parties of the second part hereto, for and in consideration of the premises and of the sums paid by the said purchaser as

aforesaid and in pursuance of said decrees, have conveyed and assigned, <sup>and</sup> by these presents do convey and assign, unto said Union Pacific Railroad Company, party of the fifth part, all their right, title and interest in, of or to any property embraced in said parcel, covered by said Sinking Fund Mortgage and situated in the County and state aforesaid, vested or standing in their names or to which they may have acquired title as such receivers in the management and administration of the property covered by and embraced in said Sinking Fund Mortgage, so far as the same may be appertenant to said premises, as fully and absolutely as the said receivers may or ought by virtue of the said decrees to convey the same.

To have and to hold all and singular the <sup>said</sup> property unto the said party of the fifth part, its successors and assigns forever.

And this indenture further witnesseth, that the said Union Trust Company of New York, party of the third part hereto, as trustee under the Sinking Fund Mortgage of the Union Pacific Railroad Company, dated December 18th, 1873, described in said decrees, in consideration of the premises and <sup>of</sup> the payment of the sum as aforesaid by the said purchaser and in pursuance of <sup>the</sup> said decrees, has released and transferred and by these presents does release and transfer to the said Union Pacific Railroad Company, party of the fifth part hereto, its successors and assigns forever, all the right, title and interest of the party of the third part under said Sinking Fund Mortgage in and to the property hereby conveyed which is covered by said Sinking Mortgage or upon the said Sinking Fund Mortgage is a lien, as fully and absolutely as said party of the third part may or ought by virtue of the said decrees to transfer and release the same.

To have and to hold all and singular the said lands, land rights and other property hereby conveyed, unto the said party of the fifth part, its successors and assigns forever.

And this Indenture further witnesseth that <sup>the</sup> said Union Pacific Railway Company, party of the fourth part hereto, for and in consideration of the premises and in pursuance of said decrees, has conveyed and released, and by these presents, does convey and release unto Union Pacific Railroad Company, party hereto of the fifth part, all the right, title and interest of said The Union Pacific Railway Company, party hereto of the fourth part, in and to the said lands, land rights and properties situated in the County and state aforesaid and embraced in parcel two as defined in said decrees, which were ordered to be sold, and all <sup>of</sup> the property situated in the County and state aforesaid and described in the said decrees and therein ordered to be sold which is herein conveyed, assigned, transferred or released by the parties of the first, second and third parts respectively to this indenture, as fully and absolutely as the said party of the fourth part can or ought by virtue of the said decrees to convey the same.

To have and to hold all and singular the said lands, land rights and other property unto the said party of the fifth part hereto, its successors and assigns forever.

It is understood that no personal covenant or liability is to be implied from this deed against



the said parties of the first, second and third parts or against any of such parties  
 In Witness Whereof, the parties hereto of the first and second parts have hereunto  
 set their hands and seals, and the parties of the third, fourth and fifth parts have  
 caused these presents to be signed by their respective officers and their respective corporate  
 seals to be hereto affixed and attested by their respective secretaries the day and year  
 first above written.

Sherman E. Day  
 As Special Master.

Oliver W. Mink  
 Thos P. Wilson. As Receivers.

Union Trust Company of New York, as Trustee of the Sinking Fund Mortgage of  
 The Union Pacific Railroad Company, dated December 18th, 1873.

By Edward King - President.  
 Attest: J. V. B. Hayer Secretary.

Union Trust Company  
 of New York 1864

The Union Pacific Railway Company, By S. H. H. Clark President.  
 Attest: Alex. Millar Secretary.

Union Pacific Railway  
 Company 1880.

Union Pacific Railroad Company, By  
 William D. Cornish Vice President.

Attest Alex Millar, Secretary.  
 Union Pacific Railroad  
 Company Utah 1897.

Signed, sealed and delivered by Sherman E. Day, Oliver W Mink and Thoms  
 P. Wilson in the presence of Edward Van Ingen, Lawrence Green.  
 By Edward King, President, and J. V. B. Hayer, Secretary, on behalf of Union Trust  
 Company of New York, in the presence of Edward Van Ingen, Lawrence Green.  
~~By Edward King, President, and J. V. B. Hayer, Secretary on behalf of Union Trust  
 Company of New York, in the presence of Edward Van Ingen Lawrence Green.~~  
 By S. H. H. Clark, President, on behalf of the Union Pacific Railway Company in the presence  
 of - Henry G. Herbel H. T. Scovell  
 By Alexander Miller, Secretary of The Union Pacific Railway Company, in the presence of  
 Edward Van Ingen Lawrence Green.  
 By William D. Cornish, Vice-President, and Alexander Millar, Secretary, on behalf of  
 Union Pacific Railroad Company, in the Presence of Edward Van Ingen Lawrence Green.

Sate of New York } ss:  
 County of New York }

I, Edward Van Ingen, Notary Public in and for the state and county aforesaid do  
 hereby certify that Sherman E. Day, Special Master appointed by the United States  
 Circuit Courts for the District of Nebraska, and the Districts of Wyoming, Colorado  
 and Utah, in the course in the foregoing deed of conveyance mentioned for the  
 purpose of making the sale therein referred to and whose name is signed to the  
 foregoing deed of conveyance or writing bearing date on the 20th day of April, 1899.  
 and who is personally known to me and known to me to be the same person who  
 executed the same, has this day personally appeared before me, the subscriber, and

has duly acknowledged the same before me in my State and County aforesaid to be his voluntary act and deed as such Special Master, and duly acknowledged that he executed the same as his free and voluntary act and deed as such Special Master for the uses, purposes and considerations therein expressed and mentioned, to the end that the same might be recorded as such. Given under my hand and official seal this 20th day of April, in the year one thousand eight hundred and ninety nine. My Commission expires March 30th, 1901.

Edward Van Ingen  
Notary Public  
New York County

Edward Van Ingen Notary Public for the  
County of New York, State of New York.

State of New York }  
County of New York }

I, Edward Van Ingen, a Notary Public in and for the State and County aforesaid, do hereby certify that Oliver W Mink and Thomas P. Wilson, Receivers appointed by the United States Circuit Courts for the District of Nebraska and the Districts of Wyoming, Colorado and Utah, in the courses in the foregoing deed of Conveyance mentioned, and whose names are signed to the foregoing deed of conveyance or writing, bearing date on the 20th day of April, 1899, and who are personally known to me and known to me to be the same persons who executed the same, have this day personally appeared before me, the subscriber, and have severally duly acknowledged the same before me in my state and County aforesaid to be their act and deed as such receivers, and duly acknowledged that they executed the same as their free and voluntary act and deed as such receivers for the uses, purposes and considerations therein expressed and mentioned, to the end that the same might be recorded as such.

Given under my hand and official seal this 20th day of April, in the year one thousand <sup>eight hundred</sup> and ninety nine. My commission expires March 30th, 1901.

Edward Van Ingen  
Notary Public  
New York County

Edward Van Ingen Notary Public for the  
County of New York, State of New York.

State of New York }  
County of New York }

I, Edward Van Ingen, Notary Public in and for the County and State aforesaid, duly commissioned and sworn as such officer, do hereby certify that there personally appeared before me Edward King, the President, and J. V. B. Thayer, the Secretary, of the Union Trust Company of New York party of the third part in the foregoing Indenture, personally known to me to be such president and secretary respectively, and personally known to me and known to me to be the same persons whose names are signed to the foregoing instrument, and they severally acknowledged to me that they signed, sealed and delivered the same as their own free and voluntary act and deed, and as the free and voluntary act and deed of the said company. And the said Edward King

and J. W. B. Thayer also made oath and said that they know the corporate seal of the said company; that the seal affixed to the foregoing instrument is the corporate seal of said company, and that the said Edward King signed his name thereto as president, and the said J. W. B. Thayer signed his name thereto as secretary; and that the said instrument was signed, sealed and delivered for the uses and purposes therein set forth, and to the end that the same might be duly recorded.

Given under my hand and official seal this 20th day of April A. D. 1899. My commission expires March 30th, 1901.

Edward Van Ingen  
Notary Public  
New York County

Edward Van Ingen Notary Public for the County of New York State of New York.

State of Missouri }  
City of St Louis } s.s.:

I, Henry G. Herbel, a Notary Public in and for the said City in the state aforesaid, duly commissioned and sworn as such officer, do hereby certify that there personally appeared before me S. H. H. Clark, the President of the Union Pacific Railway company, personally known to me to be such President, and personally known to me, and known to me to be the same person whose name is signed to the foregoing instrument, and he acknowledged to me that he signed, sealed and delivered the same as his own free and voluntary act and deed, and as the free and voluntary act and deed of the said Company, and the said S. H. H. Clark, also made oath and said that he knows the corporate seal of the said company; that the seal affixed to the foregoing instrument is the corporate seal of the said Company, and that the said S. H. H. Clark signed the name of said Company and his own name thereto as President of said Company, and that the said instrument was signed, sealed and delivered for the uses and purposes therein set fourth, and to the end that the same might be duly recorded.

Given under my hand and official seal this 24 day of April A. D. 1899. My commission expires Sept. 2, 1900

Henry G Herbel  
Notary Public  
Commission expires Sept. 2, 1900.  
City of St Louis Mo.

Henry G Herbel Notary Public for the city and state aforesaid.

State of New York }  
County of New York } s.s.:

I, Edward Van Ingen, Notary Public in and for said county, in the state aforesaid, duly commissioned and sworn as such officer, do hereby certify that there personally appeared before me Alex. Miller, the secretary of the Union Pacific Railway company, personally known to me to be such secretary, and personally known to me and known to me to be the same person whose name is signed to the foregoing instrument, and he acknowledged to me that he signed, sealed and delivered

thesame as his own free and voluntary act and deed, and as the free and voluntary act and deed of the said company. and the said Alex. Millar also made oath and said that he knows the corporate seal of the said company, that the seal affixed to the foregoing instrument is the corporate seal of said company, and and that said Alex. Millar signed his name thereto as secretary of said company, and that the said instrument was signed, sealed and delivered for the uses and purposes therein set forth, and to the end that the same might be duly recorded.

Given under my hand and official seal this 20th day of April, A.D. 1899. My commission expires March 30th, 1901.

Edward Van Ingen Notary Public New York County

Edward Van Ingen Notary Public for the County of New York State of New York.

State of New York }  
County of New York, } ss;

I, Edward Van Ingen, Notary Public in and for the <sup>said</sup> county and State aforesaid, duly commissioned and sworn as such officer, do hereby certify that there personally appeared before me William D. Cornish, The Vice President, and Alex. Millar the secretary, of the Union Pacific Railroad Company, party of the fifth part to the foregoing Indenture, personally known to me to be such vice-President and Secretary respectively, and personally known to me and known to me to be the same persons whose names are signed to the foregoing instrument, and they severally acknowledged to me that they signed, sealed and delivered the same as their own free and voluntary act and deed, and as the free and voluntary act and deed of the said company, and the said William D. Cornish and Alex. Millar also made oath and said that they know the corporate seal of the said company; that the seal affixed to the foregoing instrument is the corporate seal of said company, and that the said William D. Cornish signed the name of said company and his own name thereto as Vice-President, and the said Alex. Millar signed his name thereto as secretary, and that the said instrument was signed, sealed and delivered for the uses and purposes therein set forth, and to the end that the same might be duly recorded.

Given under my hand and official seal this 20th, day of April A.D. 1899. My commission expires March 30th, 1901.

Edward Van Ingen Notary Public New York County

Edward Van Ingen Notary Public for the County of New York, State of New York.

Filed for record and recorded May 9th, 1899. at 9'clock A. M.

F. J. Hendershot County Recorder  
By David Mattson Deputy.

Quit Claim Deed

Weber County, a public corporation of the State of Utah, by C R Hollingsworth County Clerk in and for said Weber County, grantor, hereby quit claims to L. W. Shomaker, grantee, of Chicago, County of Cook, State of Illinois, for the sum of eleven and 7/100 Dollars, the following described tract of land in Weber County State of Utah, to wit:

Lot 20, in Block 2, in Observatory Place Addition to Ogden City Utah.

This Deed is given pursuant to a resolution of the Board of County Commissioners of said Weber County passed on the 5th day of May A.D. 1899, and is given to convey all the right title and interest acquired by Weber County under a certain Tax Deed bearing date on the 21st day of December A.D. 1895, and recorded in the office of the County Recorder of said Weber County, in Book, Two Page 172

In Witness Whereof, I have hereunto set my hand and affixed my official seal at my office in the City of Ogden, County of Weber, and State of Utah this the 10th day of May, A.D. 1899

Signed in the presence of  
Agnes R. Maguire

C R Hollingsworth  
County Clerk, Weber County, Utah,  
By L R Cahoon  
Deputy County Clerk

County Clerk Seal  
Weber County Utah  
State of Utah } ss  
County of Weber }

On this 10th day of May A.D. 1899 before me F J Hendershot, Recorder in and for Weber County, State of Utah, personally appeared L R Cahoon, the signor of the above instrument and personally known to me to be the same person whose name is subscribed to the said instrument as a Deputy of C R Hollingsworth, County Clerk in and for Weber, County, and the said L R Cahoon, duly acknowledged to me that he subscribed the name of C R Hollingsworth, County Clerk in and for said Weber County, and his own name as Deputy County Clerk thereto freely and voluntarily and for the uses and purposes therein mentioned, and that he executed the same

In Witness Whereof, I have hereunto set my hand and affixed my official seal at my office in Ogden City, Weber County, Utah, the day and the year in this certificate first above written

State of Utah  
County Recorder  
Weber County

F J Hendershot  
Recorder, Weber County, Utah.

Filed and recorded May 10 A.D. 1899 at 5 o'clock P.M.

F. J. Hendershot County Recorder

By David Mallon Denney