

Entry No. 14048.

Contract No. 90923, U. P. Ry. Co.

UNION PACIFIC RAILROAD COMPANY.

Deed No. 1336.

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 Seven Hundred, sixty-three and 00/100 (\$762.00) Dollars, to it paid, the receipt of which is hereby acknowledged, and the sum of Three Hundred, twenty-seven and 00/100 (\$327.00) 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 Hannah M. West, 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:

All of Section No. Twenty-seven (27) in Township No. Two (2) North of Range No. Five (5) East of the Salt Lake Meridian, containing according to the United States survey thereof Six Hundred and forty (640) and 00/100 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 anyone.

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 Hannah M. West, grantee, her 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, her 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 fifth day of July, 1895, and excepting against any rights, liens or incumbrances created or permitted by any other person than the said grantor, since the fifth day of July, 1895.

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, 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.

NOW, THEREFORE, know all men by these presents, that via The Mercantile Trust Company, Trustee of the aforesaid mortgage deed, in consideration of the premises 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 forever quit claim, subject to the exceptions, reservations and conditions above written, unto the said Hannah M. West, the real estate described aforesaid, to be held by the said grantee free and exempt from all liens, incumbrances and charges of said mortgage deed of the 1st 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, attested by its assistant secretary, and countersigned by its land commissioner, and its general auditor, and said The Mercantile Trust Company, under said mortgage deed of July 1st, 1897, has caused these presents to be sealed with its corporate seal, signed by its vice-president, who is thereunto duly authorized and empowered by the laws of the Company and by resolution of its board of directors, this 29th day of July, A. D. 1905.

In presence of
James A. Griffith.
W. R. Kelly.
Attest:
Jos. Hellenbust, Secretary.

(U.P. Seal.)
(Countersigned.)

UNION PACIFIC RAILROAD COMPANY,
By E. H. Harriman, President.
B. A. McAllister, Land Commissioner.
R. Blarsden, Assistant General Secretary.

In presence of
I. Michaels.
W. C. Betts. (M.T. Co. Seal.)
Attest:
Sig. Ruhart, Secretary.

THE MERCANTILE TRUST COMPANY, Trustee.
By W. C. Poillon, Vice-President.

E. O. Hartley.

STATE OF NEBRASKA,)
 : SS.
County of Douglas,)

On the 29th day of July, A. D. 1905, 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 hereunto subscribed my name and affixed my official seal as Notary Public the day and year above written.
(Seal.)

James A. Griffith, Notary Public.
My commission expires January 17, 1911.

STATE OF NEW YORK.)
 : SS.
County of New York.)

BE IT REMEMBERED, that on this 5th day of September, A. D. 1905, before me, a notary public, in and for said county, appeared the Mercantile Trust Company, by W. 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 hereunto set my hand and official seal this 5th day of Sept. A. D. 1905., at the City of New York, in said County and State.
(Seal.)

I. Michaels, Notary Public.
My commission expires March 30th, 1906.

Filed for record November 8th, 1905, at 3 o'clock P. M.

L. E. ELIREDGE, County Recorder.
