

deed from William C. Smith to Thomas F. Roueire and his grantees purporting to convey the same premises, Recorded in Book "D" of Deeds, Davis County Records at page 122.

Witness the hands of said grantors, this 20th day of July, a. D. one thousand eight hundred and ninety-nine.

Signed in Presence of
Thomas H. Phillips.

Isabella Smith
Gabriel W. Smith
Elizabeth Smith
Lucy J. Smith
Sarah A. S. Crawley
George W. Smith

State of Utah }
County of Davis }^{ss.}

On the 20th day of July a. D. one thousand eight hundred and ninety-nine personally appeared before me, Isabella Smith, Gabriel W. Smith and Elizabeth Smith, his wife, Lucy J. Smith, Sarah Ann Cawley and George W. Smith the signers of the above instrument, who duly acknowledged to me that they executed the same.

Thomas H. Phillips
Notary Public.



My commission expires April 3rd 1900

Recorded August 17th 1899 at 9.A.M.

8094

Union Pacific Railroad Company.

Contract No. 88881. U.P.R. Co.

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 One and 7/100 (\$1²) Dollars, to it paid, the receipt of which is hereby acknowledged, and of the sum of Three hundred and 7/100 (\$300.²) 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 Thomas J. Steed of the County of Davis 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 North half of the North West quarter (N² N.W.²) and the South West quarter of the North West quarter (S.W.² N.W.²) of Section No. Twenty nine (29) in Township No. Five (5) North of Range No. Two (2) West of the Salt Lake Meridian, containing according to the United States Survey thereof One hundred and twenty (120) 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 lands, 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 Thomas J. Steed, 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.

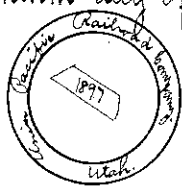
Excepting as against all taxes and assessments levied upon said premises since the Twenty-ninth day of August 1887, and excepting against any rights, liens or incumbrances created or permitted by any other person than the said grantor, since the Twenty-ninth day of August 1887.

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.

Now, therefore, Know all men by these presents, that said 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, do hereby Assign, Release and forever Quit-claim, subject to the exceptions, reservations and conditions above written, unto the said Thomas J. Steed 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 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, attested by its 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 hereunto duly authorized and empowered by the by-laws of the company and by resolution of its Board of Directors, this Ninth day of June A. D. 1899.



Union Pacific Railroad Company.
By Horace G. Burt. President.

Attest: Alex. Millar, Secretary.
Countersigned:

B. A. McAllister, Land Commissioner.
Erastus Young, General Auditor.

In presence of
J. A. Griffith
James A. Griffith

The Mercantile Trust Company, Trustee.
By H. C. Deming Vice-President



Attest: E. R. Ades
Secretary.

In presence of
J. Michaels
E. J. Nevens.

State of Nebraska }
County of Douglas } ss.

Be it Remembered, That on this Fifth day of July A. D. 1899, before me, a Notary Public, in and for said County, appeared the Union Pacific Railroad Company, by Horace G. Burt, its President, who is personally known to me to be the identical person whose name is subscribed to the foregoing instrument as said 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 Fifth day of July A. D. 1899, at the City of Omaha, in said County and State. My Commission expires January 17th 1905



James A. Griffith
Notary Public



Published by
J. S. E.
St. Louis

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

Be it Remembered, That on this 31st day of July A.D. 1899, before me, a Notary Public, in and for said County, appeared The Mercantile Trust Company, by H. C. Deming, 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 31st day of July A.D. 1899, at the City of New York, in said County and State.
My Commission expires March 30th 1900.

J. Michaels, Notary Public.

Recorded August 21st 1899 at 9. A.M.

8097

This Indenture, Made the Twentieth day of August in the year of our Lord, one thousand eight hundred and seventy-five. Between Thomas F. Fisher of the town of Bountiful, in the County of Davis and Territory of Utah, party of the first part, and Ransom Hatch of the Town, County and Territory aforesaid the party of the second part, Witnesseth, that the said party of the first part, for and in consideration of the sum of Four $\frac{4}{100}$ Dollars, lawful money of the United States of America, to him in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the said party of the second part, and to his heirs and assigns forever all that certain piece or parcel of land known and described as follows, to-wit:

Beginning 33 $\frac{5}{10}$ Rods North from the South East corner of the North East quarter of Section 26, Township 2 north, Range One West, Salt Lake Meridian, thence N. 86° 30' W. 14 $\frac{9}{10}$ Rods to centre of a 4 Rod Street running North and South, thence North on centre of said Street 50 Rods, thence East 14 $\frac{9}{10}$ Rods to Sec. line, thence South on said line 50 $\frac{7}{10}$ Rods to place of Beginning, Containing 4 $\frac{7}{100}$ Acres more or less. Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the rents, issues and profits thereof; and also all the estate, right, title, interest in and to the above described property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in or to said premises, and every part and parcel thereof, with the appurtenances.

To have and to hold, all and singular the said premises, together