

Entry No. 22435.

WARRANTY DEED.

THIS INSTRUMENT, made the 29th day of May, A.D. 1912, between Thomas Powers and Loretta T. Powers, husband and wife, of Parleys Park, Summit County, Utah, the parties of the first part, and SUMMIT COUNTY, A MUNICIPAL CORPORATION, in and for the State of Utah, party of the second part, witnesseth:

That the said party of the first part for and in consideration of the sum of Seventy-four (\$74.00) Dollars, to them in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, does by these presents grant, bargain, sell, convey and warrant unto the said party of the second part, the following described property, situate and being in Parleys Park, Summit County, Utah, and is as follows:

Commencing at the S.W. corner of the S.E. quarter of section 29, Township 1 S. R. 4 E. of Salt Lake Meridian and running East 160 rods; thence North 2 rods; thence West 160 rods; thence South 2 rods to beginning and containing two acres.

Also commencing at a point which is 603.5 ft. East from the South East corner of the North West quarter of the North West quarter of section 31, Township 1 S. R. 4 E., Salt Lake Meridian, and running East 75 rods and 9 ft.; thence South 2 rods; thence West 75 rods and 9 ft.; thence North 2 rods to the place of beginning and containing 151 square rods, more or less.

Together with all and singular the tenements and appurtenances thereunto belonging or in anywise appertaining.

WITNESS, the hands of the said GRANTORS, this the 29th day of May, A.D., 1912.

In the presence of

Thos. L. Powers

J. E. Johnson.

Loretta T. Powers

State of Utah, :
: ss.
County of Summit. :

On the 29th day of May, A.D., 1912, personally appeared Thomas Powers and Loretta T. Powers, husband and wife, who duly acknowledged to me that they executed the foregoing instrument.

J. E. Johnson, Notary Public.

(SEAL)

My commission expires May 24th, 1914.

Recorded at the request of J. M. Hixson August 12th, A.D., 1912 at 9 o'clock A. M.

J. E. CARRUTH, - County Recorder.

Entry No. 22438.

WARRANTY DEED.

Contract No. 1832-F

UNION PACIFIC RAILROAD COMPANY.

Deed No. 3938.

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 Nineteen hundred and twenty-one and 82/100 (\$1921.82) Dollars, to it paid, the receipt of which is hereby acknowledged, doth, subject however to the exceptions, reservations and conditions hereinafter written, hereby grant, bargain, sell and convey unto John C. Mackay, of the County of Salt Lake 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. One (1) in Township No. Two (2) North of Range No. Ten (10) East of the Salt Lake Meridian; and All of Section No. Thirty-five (35) in Township No. Three (3) North of Range No. Ten (10) East of the Salt Lake Meridian; and All of Section No. Seven (7) in Township No. Two (2) North of Range No. Eleven (11) East of the Salt Lake Meridian; and All of Section No. Thirty-one (31) in Township No. Three (3) North of Range No. Eleven (11) East of the Salt Lake Meridian, containing according to the United States Survey thereof Twenty-five hundred and sixty-two (2562) and 42/100 acres, more or less.

Subject to the covenant and condition that all timber growing upon the land shall be allowed to remain there and shall not be cut, removed or destroyed except so far as may be necessary for the construction of improvements upon said land, and also subject, however, to a right-of-way of lawful width for any and all county roads heretofore established upon, over 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 land for oil, coal and other minerals therein, or which may be supposed to be therein, and to mine for and remove, from said land, all oil, 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 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 covenant and condition, the said premises with all the rights and appurtenances thereunto belonging unto the

said John C. Mackay, 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 the year 1902 and subsequent years, and excepting against any rights, liens or incumbrances created or permitted by any other person than the said grantors since the 28th day of March, 1902.

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 The Mercantile Trust Company was on the 10th day of August, 1911, merged into the Bankers Trust Company, a corporation of the State of New York, pursuant to the provisions of Chapter 10 of the Laws of 1909, of the State of New York, being Chapter 2 of the Consolidated Laws of the State of New York, known as the Banking Law, and thereby all and singular the rights, franchises and interests of said The Mercantile Trust Company in and to every species of property, real, personal and mixed, and things in action thereunto belonging, were transferred to and vested in the said Bankers Trust Company, and the Trust Company last mentioned has succeeded to all relations, obligations, trusts and liabilities of said The Mercantile Trust Company, and has assumed the performance of all trusts of said The Mercantile Trust Company; and

WHEREAS, said Union Pacific Railroad Company, with the consent of the said Bankers 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 the said Bankers 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 the said Bankers 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 John C. Mackay, 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 Vice-President and attested by its Assistant Secretary, and countersigned by its Land Commissioner and its Auditor, and the said Bankers Trust Company, under said mortgage deed of July 1st, 1897, has caused these presents to be sealed with its corporate seal, and to be signed by its Vice-President, who is thereunto duly authorized and empowered by the by-laws of the Company and by resolution of its Board of Directors, this 30 day of July, A.D., 1912.

UNION PACIFIC RAILROAD COMPANY,

In Presence of (CORPORATE SEAL)

By C. C. Stillman, -Vice-President.

E. E. Cable.
F. E. Tilley.

ATTEST: Jos. Hellen, Assistant Secretary.

In Presence of

(CORPORATE SEAL)

BANKERS TRUST COMPANY, TRUSTEE,

O. D. Settle
C. A. Campbell

By F. N. B. Close, -Vice-President.

ATTEST: Gy. Richards, Asst. Secretary.

COUNTERSIGNED: J. A. Griffith, Land Commissioner. H. J. Stirling, Auditor.

STATE OF NEW YORK,)
) ss.
COUNTY OF NEW YORK.)

On the 30th day of July, A.D. 1912, personally appeared before me C.C. Stillman, who being by me duly sworn did say that he is the Vice-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 C.C. Stillman 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)

E. E. Cable, - Notary Public.

My commission expires March 30, 1913.

STATE OF NEW YORK,)
) ss.
COUNTY OF NEW YORK.)

BE IT REMEMBERED, That on this 31st day of July, A.D. 1912, before me, a Notary Public, in and for said County, appeared the BANKERS TRUST COMPANY, by F. N. B. Close, 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 31st day of July, A.D., 1912, at the City of New York, in said County and State.

(SEAL) My commission expires
March 30th, 1914.

I. Michaels, -Notary Public.

Recorded at the request of John C. Mackay, August 12th, A.D., 1912 at 2 o'clock P. M.

J. E. CARROLL, - County Recorder.