

Warranty Deed.

Adams and Sons Company, a corporation, grantor of Layton, County of Davis, State of Utah, hereby conveys and warrants to Elias Adams, Joshua J. Adams, and Rufus W. Adams, grantees of the same place for the sum of One hundred six and 54/100 (\$106.54) Dollars, the following described tract of land in Davis County, State of Utah:

Beginning at a point 12.27 chains East and 567/1000 of a chain S. 28° 06' E. from the Northwest corner of Section 28, in Township 4 North, Range 1 West, Salt Lake Meridian, U.S. Survey, and running thence East 1.91 chains; thence S. 62° 08' W. 1.70 chains; thence N 28° 06' W. 895/1000 of a chain to the point of beginning, containing 76/1000 of an acre, more or less;

Witness the hands of said grantors this 11th day of April A.D. 1907.  
Signed in the presence of L. S. Heywood  
Adams and Sons Company,  
By Geo. P. Adams, President.  
Attest: M. F. Adams Secretary.

State of Utah } ss.  
County of Davis }

On the 11th day of April A.D. 1907, personally appeared before me George P. Adams and Marian F. Adams, President and Secretary respectively of Adams and Sons Company, a corporation, who being by me duly sworn did say that they are the President and Secretary respectively of said corporation, and that the above instrument was signed in behalf of said company by authority of a resolution of its board of directors, and said George P. Adams and Marian F. Adams, acknowledged to me that said corporation executed the same.

Levi S. Heywood

My commission expires Feb. 2 - 1910.

Notary Public  
L. S.

Recorded, Nov 13th, U. S. 1907, at 10:40 A.M. Abstracted 275. 68

3561

U/377  
11-14-07

Warranty Deed.

Union Pacific Railroad Company.

Contract No 91074 U.P. Ry Co

Entered W. S. L.

Deed No 1824.

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 Three hundred and thirty-four and 32/100 (\$334.32) Dollars, to it paid, the receipt of which is hereby acknowledged, and of the sum of Ninety and 84/100 (\$90.84) 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 Elias Adams and Rufus Adams 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 East Quarter (N.E. 1/4), the East half of the North West Quarter (E. 1/2 of N.W. 1/4) and the North West Quarter of the North West Quarter (N.W. 1/4 of N.W. 1/4) of Section No. Thirteen (13) in Township No. Four (4) North of Range No. One (1) West of the

Salt Lake Meridian, containing, according to the United States Survey thereof Two hundred and forty-two (242) and 95/100 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 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 thereto belonging unto the said Elias Adams and Byron Adams grantee their 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 their heirs and assigns forever against the lawful claims of all persons whatsoever.

Excepting as against all taxes and assessments levied upon said premises since the 26th day of October 1896, and excepting against any rights, liens or encumbrances created or permitted, by any other person than the said grantor, since the 26th day of October 1896.

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 use 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, doth hereby Release, Release and Forever Quit Claim, subject to the exceptions, reservations and conditions above written, unto the said Elias Adams and Elysum Adams 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 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 7th day of February A. D. 1907.

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

one President of  
L. C. Merrill  
W. V. Hall

Countersigned by  
R. A. McCortland  
Land Commissioner  
R. J. Sterling  
Auditor

Attest: Jas. K. Ellen asst. Secretary

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

one President of  
J. Mitchell  
W. Belle

checked by  
J. A. B.  
E. C. H.

Attest: B. M. Jones Asst. Secretary.

State of New York }  
County of New York }

On the 14th day of February A. D. 1907, 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 bylaws 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

My Commission expires March 30th, 1908. *seal:* Charles J. Hoobole, Notary Public  
State of New York }  
County of New York } Notary Public, Kings County, Certificate Filed in N. Y. Co.

Be it Remembered, That on this 16th day of February A. D. 1907, 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 16th day of February A. D. 1907, at the City of New York, in said County and State. My commission expires March 30th, 1908.

seal

J. Michaels

Notary Public

Recorded Nov. 13th, A. D. 1907, at 10:45 A. M. Abstracted L. 239

3867

Warranty Deed:

Charles D. Yeiter and Eliza J. Yeiter, his wife, Annie E. Yeiter, Albert Yeiter, and Ester Yeiter, his wife, and Benjamin H. Yeiter, and Maud A. Yeiter, his wife, Earnest Yeiter (unmarried) grantors, of South Precinct, County of Davis, State of Utah, hereby convey and warrant to Louis K. Yeiter grantee of the same place for the sum of One (\$100) Dollars, the following described tract of land in Davis County, State of Utah: to wit:

Commencing at a point 635.7 feet west and 209.8 feet north from the south east corner of the South West quarter of Section 36, in Township 2 north of range 1 West, Salt Lake Base and Meridian, thence north 48° 45' west 65.9 feet, thence West 695.4 feet, thence north 288 feet to a division fence, thence following said fence Easterly 742.2 feet, thence South 328 feet to the place of beginning, containing 5 acres. Together with a Right of Way over the following:— Beginning at a point 397 feet west of the above mentioned quarter section corner and North 209.8 feet, thence West 538.7 feet, thence North 48° 45' West 62.7 feet, thence West 853 feet, thence South 10 feet, thence East 180.5 feet, thence South 48° 45' east 62.7 feet, thence East 328.2 feet, thence north 10 feet to the place of beginning.

Witness the hands of said Grantors this 13th day of November, A. D. nineteen hundred seven.

Signed in Presence of  
Chas. R. Mabey.

Charles D. Yeiter  
Eliza Jane Yeiter.  
Annie E. Yeiter  
Albert Yeiter  
Ester Yeiter  
Benjamin H. Yeiter  
Maud A. Yeiter  
Earnest Yeiter.

State of Utah } S.S.  
County of Davis }

On the 13th day of November, A. D. nineteen hundred seven, personally appeared before me Chas. D. Yeiter, Eliza J. Yeiter, his wife, Annie E. Yeiter, Albert Yeiter & Ester Yeiter, his wife, Benjamin H. Yeiter Maud A. Yeiter, his wife, and Earnest Yeiter, the signers of the above instrument, who duly acknowledged to me that they executed the same.

My commission expires Sept. 7, 1910.

seal Chas. R. Mabey

Recorded Nov. 14, 1907, at 10:45 A. M.

Notary Public

Abstracted D-5-848