

Warranty Deed.

Contract No. 88517 U.P. Ry. Co

Union Pacific Railroad Company.

Deed No. 91.

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 <sup>00</sup>/<sub>100</sub> (\$1<sup>00</sup>) Dollars, to it paid, the receipt of which is hereby acknowledged, and of the sum of Four hundred <sup>00</sup>/<sub>100</sub> (\$400<sup>00</sup>) 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 George H. Payne 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 West half of the South West quarter (W<sup>2</sup> S.W<sup>2</sup>) of Section No. Five (5) in Township No. Four (4) North of Range No. Two (2) West of the Salt Lake Meridian, containing according to the United States Survey thereof Eighty (80) 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 therunto belonging unto the said George H. Payne 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 or against all taxes and assessments levied upon said premises since the ninth day of October 1888, and excepting against any rights, liens or incumbrances created or permitted by any other person than the said grantor, since the ninth day of October 1888.

And Whereas, said Union Pacific Railroad Company did, on the 1<sup>st</sup> 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, doth hereby Remise, Release and forever Quit-claim, subject to the exceptions, reservations and conditions above written, unto the said George H. Payne 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 1<sup>st</sup>, 1897, has caused these presents to be sealed with its corporate seal, signed by its President, who is therunto duly authorized and empowered by the by-laws of the company and by resolution of its Board of Directors, this Twenty second day of May A.D. 1899.

In presence of

J. M. Orr

James A. Griffith

Attest: Alex. Millar

Secretary



Union Pacific Railroad Company.

By Horace G. Burk, President.

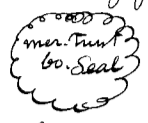
W. A. McAllister Land Commissioner

Erastus Young Gen. Auditor

The Mercantile Trust Company, Trustee  
By Louis Fitzgerald President.

In presence of }  
J. Michaels }  
W. C. Coilbor }

Attest:



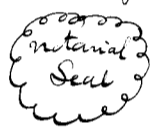
Checked by  
V. D. L.  
B. C. Fowler

E. R. Adee Secretary

State of Nebraska }  
County of Douglas }<sup>ss.</sup>

Be it remembered, That on this Tenth day of June 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 herunto set my hand and official seal this Tenth day of June a. D. 1899, at the City of Omaha, in said County and State.



My commission expires January 17-1905

James A. Griffith, Notary Public.

State of New York }  
County of New York }<sup>ss.</sup>

Be it Remembered, That on this 30<sup>th</sup> day of June a. D. 1899, before me, a Notary Public, in and for said County, appeared The Mercantile Trust Company, by Louis Fitzgerald, 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 herunto set my hand and official seal this 30<sup>th</sup> day of June a. D. 1899, at the City of New York, in said County and State.

My commission expires March 30<sup>th</sup> 1900.



J. Michaels Notary Public.

Recorded July 19<sup>th</sup> 1900 at 3 P.M.

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Warranty Deed.

Frank Crocker, Laura Crocker and Maud S. Crocker, all unmarried, grantors of Salt Lake City, County of Salt Lake, State of Utah, hereby convey and Warrant to the Oregon Short Line Railroad Company, a corporation, grantees, for the sum of One hundred and Fifty (\$150.00) Dollars, the following described tract of land in Davis County, State of Utah:

All that tract, piece or parcel of land lying and being between the rights of way of the Oregon Short Line Railroad and Rio Grande Western Railway, in the North West quarter (1/4) of North East quarter (4)