

extension, thence continuing S. 0° 58' W. 30 ft. to a point which is 9 ft. perpendiculary distant from said centre line, thence Southeasterly being 9 ft. perpendiculary distant from and parallel to said centre line for a distance of 142 ft. which point is also S. 0° 58' E 525 ft. from and S. 89° 02' E. 95 ft. from the Northwest corner of the said Southeastt Quarter of Section 20, thence S. 89° 02' E. 27½ ft. to a point 29 ft. perpendiculary distant from said centre line, thence Northwesterly being 29 ft. perpendiculary distant from and parallel to said centre line for a distance of 182.5 ft. to the point of beginning, and containing 0.07 acres of land, more or less.

WITNESS the hands of the Grantors this 14th day of February, A. D. 1916.

Signed in the presence of

Ambrose A. Shaw.

L. V. Chausse.

Mary Elizabeth Dee Shaw.

STATE OF UTAH)

Weber County)

On the 14th day of February, A. D. 1916, personally appeared before me Ambrose A. Shaw and Mary Elizabeth Dee Shaw, the signers of the above instrument, who duly acknowledged to me that they executed the same.

.....
H. H. Goddard, Notary Public-
lic, Weber County, Utah. Seal:

H. H. Goddard, Notary Public.

My Commission expires June 1st. 1916.

FILED for record and recorded February 17, A. D. 1916 at 9:20 o'clock A. M.

Angus E. Berlin, County Recorder.

By A. B. Petterson, Deputy.

WARRANTY DEED.

Form 3341X

UNION PACIFIC RAILROAD COMPANY.

Contract No. 3312-F.
Deed No. 4531

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 Fifty-four hundred and ninety-five and 81/100 (5495.81) 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 WALTER J. LINDSAY of the County of Weber in the State of Utah, the following described real estate, situate, lying and being in the County of Weber, and in the State of Utah, to-wit:

All of Section No. One (1) in Township No. Six (6) North, of Range No. Two (2) East of the Salt Lake Meridian; and

All of Sections Nos. Twenty-five (25) and Thirty-five (35), in Township No. Seven (7) North, of Range No. Two (2) East of the Salt Lake Meridian; and

All of Sections Nos. Nineteen (19), Twenty-one (21), Twenty-nine (29) and Thirty-one (31) in Township No. Seven (7) North of Range No. Three (3) East of the Salt Lake Meridian, containing, according to the United States Survey thereof, Forty-six Hundred and forty-five (4645) and 69/100 acres, more or less, 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.

\$5.50 U. S. Rev. stamps affixed and cancelled.

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 appurtenants thereunto belonging unto the said Walter J. Lindsay, 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 1906 and subsequent years, and excepting against any rights, liens or incumbrances created or permitted by any other person than the grantor, since the 27th day of November, 1905.

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 CLAIMS, subject to the exeptions, reservations and conditions above written, unto the said Walter J. Lindsay, 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 a resolution of its Board of Directors, this 21st day of December, A. D. 1915.

IN PRESENCE OF UNION PACIFIC RAILROAD COMPANY,
:Union Pacific Rail-:
E. E. Cable. :Road Company, Utah : BY C. C. Stillman, Vice-President.
:1897 :
A. C. Sherwood.....

Attest. Norman Price, Assistant Secretary.

IN PRESENCE OF BANKERS TRUST COMPANY, TRUSTEE,
:Bankers Trust Com- :
Thomas K. Hoogan. :pany, New York 1903: By F. N. B. Close, Vice-President.
:1897: :
W. L. Wilson.....

Attest: D. F. Wilson, Asst. Secretary.

COUNTERSIGNED: J. A. Griffith, Land Commissioner.

H. J. Stirling, Auditor.

Appraisal No. 181.

W. R. Checked by
A. J. K. G. F. S. F.

STATE OF NEW YORK)
) ss
COUNTY OF NEW YORK)

On the 21st day of December, A. D. 1915, 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.

.....
E. E. Cable, Notary Public:
Kings & New York Counties.:

E. E. Cable, Notary Public, Kings Co.
Certificate filed in New York Co.

My commission expires March 30, 1917.

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss

BE IT REMEMBERED, That on this 27th day of December, A. D. 1915, 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 27 day of December, A. D. 1915, at the City of New York, in said County and State.
Is. Michaels, Notary Public.

.....
Isaac Michaels, Notary :
Public, New York County :
.....

My commission expires March 30th, 1916.

FILED for record and recorded the 17th day of February, A. D. 1916 at 10:10 o'clock A. M.

Angus E. Berlin, County Recorder.
By A. B. Petterson, Deputy.

D E E D .

Ogden, Logan & Idaho Railway Co., Corporation, Grantor, hereby conveys and warrants to Ambrose A. Shaw, Grantee, both of Ogden City, Weber County, Utah, in consideration of the exchange of lands from the Grantee, the following described tract of land in Weber County, Utah, to-wit-

A triangular piece or parcel of land in the Northeast quarter of the Southwest quarter of section 20, township 6 North, range 1 West of Salt Lake Meridian, and more particularly described as follows, to-wit: Beginning at a point which is South 0° 58' West a distance of 262 feet from the northeast corner of said Southwest quarter of section 20, thence continuing South 0° 58' West 134 feet to a point which is 29 feet perpendicularly distant from the center line of the railroad line of said Grantors, as now constructed, thence North 43° 20' West, being 29 feet perpendicularly from and parallel to the center line of said railroad, as now constructed, a distance of 188 feet, thence South 89° 02' East 130 feet to the point of beginning, and containing 2/10 of an acre of land, more or less.

IN WITNESS WHEREOF the said Grantor has caused these presents to be executed by it's President and Secretary by virtue of a resolution of his Board of Directors duly authorizing same, and it's corporate seal to be attached thereto this the 24th day of January, 1916.

Ogden Logan & Idaho Ry. Co.
By M. S. Browning, President.
Attest Royal Eccles, Secretary.

STATE OF UTAH)
COUNTY OF WEBER) ss

On the 31st day of January, 1916, personally appeared before me M. S. Browning and Royal Eccles, who being by me first duly sworn, did say that they are the President and Secretary respectively of the Ogden, Logan & Idaho Railway Co.,