

WARRANTY DEED.

No. 14296.

UNION PACIFIC RAILROAD COMPANY.  
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Contract No. 90891.

Deed No. 1317.

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 SIX HUNDRED AND THIRTY FOUR AND NO /100 ( \$ 634.00) DOLLARS, to it paid, the receipt of which is hereby acknowledged and of the sum of Two Hundred and forty six and No. /100 ( \$ 246.00) Dollars, paid to Union Pacific Railroad Company and its receivers, doth subject, however, to the exceptions, reservations and conditions hereinafter written, hereby grant, bargain, sell and convey, unto THOMAS WILDE of the County of Summit, 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 Twenty Nine ( 29) in Township No. one (1) North of Range No. Seven (7) East of Salt Lake Meridian., containing according to the United States Survey, thereof Six Hundred and forty ( 640) 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 lands 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 anyone.

Third:--The right of egress, egress, and regress upon said lands to prospect for, mine and remove any and all such coal or other minerals, and the right to use so much of said lands 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 its form of construction or method of operation of said railroad.

TO HAVE AND TO HOLD:-- subject to said exceptions, reservations and conditions, the said premises, with all the rights, and appurtenances thereunto belonging, unto the said THOMAS WILDE 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 indefeasible estate in fee, and hath good right to sell and convey the same, and that it will warrant and defend the title of said premises unto the said grantee, his heirs and assigns, forever against the lawful claim of all person whomsoever.

EXCEPTING as against all taxes, and assessments levied against said premises since the Twentieth day of May, 1905, and excepting against any rights, liens, or other incumbrances created or permitted by any other person then the said grantor, since the twentieth day of May, 1905,

AND WHEREAS, said Union Pacific railroad Company did, on the 1st day of July, 1897, executed 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 herein before described; and

WHEREAS, said Union Pacific Railroad Company, with the consent of the said, The Mercantile Trust Company, 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, 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 mortgaged deed.

NOW THEREFORE; Know all men by these presents that the said The Mercantile Trust Company, Trustee of the aforesaid Mortgaged deed, in consideration of the premises and of the payment as aforesaid of said sum, so paid, by the said Railroad Company to said Trust Company for the uses and purposes aforesaid, doth hereby release, and forever quit claim, subject to the exceptions, reservations and conditions above written, unto the said Thomas Wilde 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 1st 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 Asst. Secretary and countersigned by Its Land Commissioner, and its General Auditor, or assistant General Auditor and the 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 therunto duly authorized and empowered, by the By laws of the Company, and by resolution of its Board of Directors this 14th day of August, A.D. 1905

Attest :-  
Jos. Hellenbrst, Secretary.

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

Attest: —  
Sy. Rulans, Secretary.

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

In Presence of ; F. W. Hill., W.L. Inantin.

Countersigned; B.A. McAllaster.

In presence of ; —I. Michaels., H.C. Bett.

Land Commissioner.

R. Blaisden, Assistant General Auditor.

Checked by, J.A.G., E.O. Hartley.

/ Seal of the Union Pacific Railroad Company./

/ Seal of the Mercantile Trust Company./

State of California.  
County of San Francisco. :--SS.

On the Fourteenth day of August, A.D. 1905, personally appeared before me E.H. Harriman, who being by me duly sworn did say that he is the President of the Union Pacific Railroad Company, and that in said 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 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 February 20, 1906.

E.B. Ryan Notary Public.

/ Notary seal./

State of New York  
County of New York; --SS.

BE IT REMEMBERED That on this 5th day of September, A.D., 1905, before me a Notary Public in and for said County, appeared the 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 to the execution and sealing of said instrument to be his voluntarily act and deed, and the voluntarily act and deed of said company.

IN WITNESS WHEREOF I have hereunto set my hand and official seal this 5th day of Sept., A.D. 1905, at the City of New York in said County and State.

My commission expires, March 30th, 1906.

I. Michaels, Notary Public.

/ Notary Seal./

Recorded at the request of Thomas Wilde, January 25th, 1906, at 11.40 O'Clock A. M.

L.E. Eldredge County Recorder.