

United States of America.
Territory of Utah }
County of Davis } ss.

On this 13th day of April A.D. one thousand eight hundred and eighty one personally appeared before me, J. C. Robinson, Recorder in and for said County, duly elected and qualified, Thomas Street Jr, whose name is subscribed to the annexed instrument, as a party thereto, personally known to me to be the same person described in, and who executed the said annexed instrument, as party thereto, and duly acknowledged to me that he executed the same freely and voluntarily, and for the uses and purposes therein mentioned.

In Witness Whereof, I have hereunto set my hand and affixed my Official Seal at my office in Farmington the day and year in this Certificate first above written.

{ J.C. Robinson,
County Recorder
Seal. }

J. C. Robinson
Recorder Davis Co.

Recorded April 13, 1881 at 30 min. past 12 p.m. J. C. Robinson, Recorder.

F/1959

2032 2051
4-18-1881

U.P. Ry Company to James D. Wilcox.
No. 103 Land Department of the

Union Pacific Railway Company. Union Division.
Know all Men by these Presents, That the Union Pacific Railway Company (which is a Corporation formed and existing by the consolidation of the Kansas Pacific Railway Company, the Denver Pacific Railway and Telegraph Company, and the Union Pacific Railroad Company, under the corporate name and style of the Union Pacific Railway Company, by authority of an act of Congress, entitled "An act to aid in the construction of a railroad and telegraph line from the Missouri River to the Pacific Ocean, and to secure to the Government the use of the same for postal, military, and other purposes, approved July 1, 1862, and acts amendatory thereof, which said Company, has succeeded to and become seized and possessed of all the real estate and property of the said Constituent Companies, whether real, personal, or mixed, and, among other things, of all the land granted to said Union Pacific Railroad Company by the aforesaid acts of Congress, in aid of the construction of its road, not conveyed away by said Company at the date of such consolidation, to-wit: January 24, 1880), in consideration of the sum of Two hundred and forty Dollars, to it paid by James D. Wilcox of the County of Davis in the Territory of Utah, the receipt of which is hereby acknowledged, do hereby Grant, Bargain, Sell, and Convey unto the said James D. Wilcox the following described real estate, situate, lying, and being in the County of Davis and in the Territory of Utah, and described as follows, to-wit: The North half of the Southeast quarter of Section No. 17, in Township No. 36 N. of Range No. 10 W. of the Salt Lake Meridian containing, according to the United States survey, thirty Eighty Acres, more or less, being the same premises contained in U. S. P. M.

said Jas D. Hiteor by Union Pacific Railroad Company, by contracts No. 50 & 51 executed the 31st day of January A.D. 1876, in pursuance and fulfillment of which said contract this conveyance is made and executed. Reverting, however, to the said Union Pacific Railway Company, all that portion of the land hereby conveyed (if any such there be) which lies within lines drawn parallel with, and one hundred feet on each side distant from, the center line of its road, as now constructed, and any greater width when necessary, permanently to include all their cuts, embankments and ditches, and other works necessary to secure and protect their main line.

This conveyance is also upon the condition that the grantee, his heirs, administrators, and assigns, shall erect and maintain a lawful fence between that portion of the premises hereby conveyed, adjoining the road of said Company (if any such there be) and the road of such Company upon a line one hundred feet distant from the center line of such road, and parallel therewith, in all cases in which such fence is required by law, or may be required by said Company.

To Have and to Hold the said premises, with all the rights and appurtenances thereto belonging, unto the said grantee, his heirs and assigns forever; and the said grantor 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, however,

all taxes and assessments levied upon said premises since January 31st 1876.

And Whereas, said Union Pacific Railroad Company did, on the sixteenth day April, A.D. 1867, execute and deliver to Cyrus H. McCormick, of the City of New York, and John Duff, of the City of Boston, a certain Mortgage Deed, of that date, which deed is recorded in the office of the County Clerk of Davis County, in the Territory of Utah wherein said Company conveyed to said Cyrus H. McCormick and John Duff, as Trustees, for the use and purposes therein mentioned, among others, the lands hereinbefore described: And Whereas, the said Cyrus H. McCormick did, on the twenty-eighth day of June, A.D. 1873, by a proper instrument of writing to that effect, resign his place as Trustee under said Mortgage Deed, which resignation was, on the fifteenth day of October, A.D. 1873, accepted by the Union Pacific Railroad Company, by its Board of Directors, at a meeting thereof held on that day in the City of Boston, and State of Massachusetts.

And Whereas, on the fifteenth day of October, A.D. 1873, Frederick S. Ames, of Easton, in the State of Massachusetts, was duly nominated by the remaining Trustee, John Duff, as successor to said Cyrus H. McCormick, which nomination was, on the same day, approved by the Board of Directors of said Union Pacific Railroad Company; And Whereas, by such nomination and approval, said Frederick S. Ames did, upon his acceptance thereof,

thereafter become vested with the same estate, powers, rights and interests, and charged with the same duties and responsibilities, as if he had been one of the original Trustees named in and executing said Mortgage Deed: And Whereas, said remaining Trustee did, by a conveyance proper and effectual for that purpose, dated on the twentieth day of October, A. D. 1876, at the City of Boston, vest the same in such new Trustee jointly with him, the said John Duff; And Whereas, the said John Duff did, on the fourteenth day of February, A. D. 1877, duly resign his said trust, whereby the said Frederick S. Ames became the sole Trustee; And Whereas, the said Union Pacific Railway Company, with the consent of the Trustee for the time being, hereinbefore named, have sold and conveyed, as above set forth, the Real Estate hereinbefore described unto the said James D. Wilson, for and in consideration of the sum of Two hundred and forty Dollars, to wit in hand paid by the said James D. Wilson which said sum of money has been paid to said Frederick S. Ames, by said Company, in his capacity as Trustee, or to said John Duff and said Frederick S. Ames, Trustee, or to said Cyrus H. McCormick and said John Duff, Trustee, for the uses and purposes in said Mortgage Deed mentioned;

Now, Therefore, Know all Men by these Presents, That I the said Frederick S. Ames, remaining Trustee in the aforesaid Mortgage Deed in consideration of the aforesaid promises and payment as aforesaid of said sum of Two hundred and forty Dollars, so paid by said Company to said trust fund, of which I am the remaining Trustee, for the uses and purposes aforesaid, do hereby Release, Release, and forever Quit Claim unto the said James D. Wilson the Real Estate described aforesaid, to be held by him free and exempt from all taxes, incumbrances and charges of said Mortgage Deed, but subject, however, to all the reservations and conditions hereinbefore contained.

In Witness Whereof, the said grantor, the Union Pacific Railway Company, hath caused these presents to be signed with its corporate seal, and to be signed by its Vice-President and Treasurer, and countersigned by its Land Agent and its Auditor, and the said Frederick S. Ames Trustee, has caused to set his hand, this 24th day of September, A. D. 1880

In Presence of:

Frank E. Brantish	Seal of President Seal of Treasurer Seal of Land Agent Seal of Auditor	E. Atkins, Vice-President.
Union Pacific Railway Company Nov. 1880.		Henry MacFarland, Treasurer.
		Fred. S. Ames Trustee.

State of Massachusetts, }
 County of Suffolk, } ss.

Be it Remembered, that on this 24th day

of September 22^d 1880, before me, a Commissioner of Utah Territory appeared the Union Pacific Railway Company, Charles Atkins, its Vice President, and Henry McFarland, its Treasurer, who are personally known to me to be the identical persons whose names are subscribed to the foregoing instrument as said Vice President and Treasurer, and then and there we acknowledged the execution and sealing of said instrument to be their voluntary act and deed, and the voluntary act and deed of said Company.

And on the same day, likewise, personally appeared the above named Frederick L. Ames, known to me to be the trustee described in, and who executed, the foregoing instrument, and acknowledged before me that he executed the same as trustee as aforesaid, and for the uses and purposes therein set forth and that the execution thereof was his voluntary act and deed.

In Witness Whereof, I have hereunto set my hand and official seal, this 24th day of September A.D. 1880, at the City of Boston, in said County and State.

James G. Harris
Commissioner
Seal

James G. Harris

a Commissioner of Utah Territory.

Recorded April 18/81 at 22 min past 9 a.m. J.C. Robinson, Recorder.

James J. Workman to Jesse W. Fox

This Deed of Conveyance that the twenty second day of March in the year of our Lord one thousand eight hundred and eighty one I the said James J. Workman, of Farmington in the County of Davis and Territory of Utah, party of the first part and Jesse W. Fox of the City and County of Salt Lake, Territory aforesaid the party of the second part, do hereby certify, that the said party of the first part for and in consideration of the sum of thirty-five (\$35.00) Dollars, lawful money of the United States of America to him 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 confirm unto the said party of the second part, and to his heirs and assigns forever, all that certain piece or parcel of land, situated, lying, and being in Farmington aforesaid known and described as portions of Lots five (5) and six (6) in Block 37, Big Creek Plat Survey, Davis County, lying within the boundaries of the Northwest 1/4 of Section 12 in Township 3 North Range one (1) West Salt Lake Meridian, and described as follows, to wit: commencing at the Southeast corner of said quarter section, running thence North eight (8) chains and thirty four (34) links thence West six (6) chains to East line of a certain four rod street; then South on said line of Street eight (8) chains and thirty four (34) links; thence East seventy (70) links to point of commencement; Being Lots 21 and 23 containing fifty (50) acres (the 1/2 of) and here Also that other piece or parcel of land known as that portion of Lot eighteen (18) in Block 38, Big Creek Plat Survey which lies within the limits of said Northwest 1/4 of Section 12 and described as follows, to wit: commencing at a point one (1) chain and