

No 2189
Warranty Deed.

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 Eighty three ^{and} ⁹⁸/₁₀₀ (\$383.98) Dollars, to it paid, the receipt of which is hereby acknowledged ^{and} of the sum of Thirty-four Hundred ^{and} sixty five ^{and} ⁶⁷/₁₀₀ (\$3465.67) 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 Lyman Mechem, Frank Little ^{and} Isaac Johnson of the County of Morgan in the State of Utah, the following described real estate situate, lying ^{and} being in the County of Morgan ^{and} in the State of Utah to-wit: All the Sections Nos. Twenty-five (25) ^{and} Thirty-five (35) in Township No. Four (4) North of Range No. One (1) East ^{and} all of section No Nineteen (19) ^{and} all of Section No. Twenty-nine (29) in Township No. Four (4) North of Range No. Two (2) East of the Salt Lake Meridian containing according to the United States survey thereof Twenty-five Hundred sixty-six ^{and} ⁴⁰/₁₀₀ (2566.40) 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 thereon 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 ingress, egress ^{and} regress upon said land to prospect for, mine ^{and} remove any ^{and} all such coal ^{and} 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 thereunto belonging unto the said Simon Mechem, Frank Little, and Isaac Johnson 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 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 whomsoever. Excepting as against all taxes and assessments levied upon said premises for the year 1889 and subsequent years, and excepting against any rights, liens or incumbrances created or permitted by any other person than the said grantor since the eleventh day of October 1889.

And It hereas said Union Pacific Railroad Company did on the first day of July 1847 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 payments 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 Simon Mechem, Frank Little and Isaac Johnson

and Clara Johnson 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 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 1st 1897, has caused these presents to be sealed with its corporate seal, 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 twentieth day of February A.D. 1900

Attest: Alex Muller, Sec. By ^{Railroad} Horace S. Burt, Presd.
W. McAllister, Land Commissioner
Erasmus Young, General Auditor

In Presence of, James K. Griffith

J.R.
3rd
1900

In Presence of, ^{Mercantile Seal} J. W. Cleads
E. N. Melach

Attest: E. R. Adm Sec. The Mercantile Trust Company, Trustee
By J. B. Fleming Vice Presd.

State of Nebraska }
County of Douglas } ss

^{m.s.} Be it remembered that on this nineteenth day of March A.D. 1900 before me a Notary Public in and for said County appeared the Union Pacific Railroad Company, by Horace S. 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 hereunto set my hand and official seal this nineteenth day of March A.D. 1900 at the City of

Omaha, in said County and State. My commission expires
January 17 - 1905

James H. Griffith, Notary Public
State of New York
County of New York } s.s.

Be it remembered that on the 18th day of April
A.D. 1900 before me, a Notary Public, in and for said County
appeared The Mercantile Trust Company by H. L. Leming,
its Vice-President, who is personally known to me to be
the identical person whose name is subscribed to the fore-
going instrument as said Vice-President, and then and
there acknowledged the execution and sealing of said instru-
ment 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 18th day of April
A.D. 1900 at the City of New York in said County and State
My commission expires March 30th 1902



Isaac Michaels Notary P.

Filed for record and recorded July 15, 1902 at 11 A.M.

Henry B. Fry, Co. Recorder.

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Warranty Deed

John H. Robinson and Senora A. Robinson his wife
grantors of Petersou, Morgan County, Utah hereby convey
and warrant to John R. Capner grantee of Petersou,
Morgan County, Utah for the sum of Twenty five Hundred
(\$2500⁰⁰) Dollars, the following described tracts of land in
Morgan County, Utah: Situate lying and being in the North
half (N¹/₂) of the North-west quarter (N.W¹/₄) of section No. 25
in Township No. 5 North of Range 1 East; and the South
half (S¹/₂) of the South-west quarter (S.W¹/₄) of section 24
same Township and Range. Bounded and described as follows
to-wit:

First Piece: Beginning at the N.W. corner of the N.W. ¹/₄ of the
N.W. ¹/₄ of section No. 25; thence East 22.80 chains; thence South
4° 30' East 20.06 chains; thence West 24.60 chains; thence North
20 chains to beginning, containing 46 ⁷/₈ acres more or less

Second Piece: Beginning at the South West corner of the