

in said indenture of lease, for the term of my natural life, with all and singular the premises therein mentioned and described, and the buildings thereon together with the appurtenances.

To have and to hold the same unto the said Samuel Hart, his heirs executors, administrators, and assigns, from the day of the signing of these presents, for and during all the rest residue, and remainder yet to come of and in the term mentioned in said indenture of lease. And I do hereby covenant, grant, promise and agree with the said Samuel Hart, that the said assigned premises, from the time of the signing of these presents shall be, and now are, free and clear of and from all claim to a interest in the same or any part thereof, which I may have under and by virtue of the said indenture of lease, and from all lien or incumbrance that has attached to the same by reason of the execution of said indenture of lease, as free and clear in all respects as though said indenture of lease had not been made.

In Witness Whereof, I have hereunto set my hand and seal this eighteenth day of April in the year of our Lord one thousand eight hundred and eighty seven,
Sarah Ann ^{her} Hart L.S.

Signed, Sealed and Delivered in the presence of
Joseph Barton }
David Stoker }

United States of America.

Territory of Utah, }
County of Davis } ss.

On this eighteenth day of April A.D. one thousand eight hundred and eighty seven personally appeared before me Joseph Barton, a Notary Public in and for said County duly appointed, commissioned and qualified Sarah Ann Hart whose name is subscribed to the annexed instrument, personally known to me to be the same person described in, and who executed the said annexed instrument and duly acknowledged to me that she 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 Kanpsville City, Davis County U.S. the day and year in this certificate first above written.

Joseph Barton
Notary Public

Recorded, April 25/87

{Seal}

3928

M. O. Ry. Co. to J. Russell
No. 256 Land Department of the Union Pacific Railway Company.
Nebron 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 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 31, 1850, in consideration of the sum of Three hundred and twenty Dollars to it paid by James Russell of the County of Weber in the Territory of Utah the receipt of which is hereby acknowledged, doth hereby Grant, Bargain, Sell, and Convey unto the said James Russell 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 East-half of the North West-quarter of Section No. twenty seven (27) in Township No. Five (5) North of Range No. two (2) West of the Salt Lake Meridian containing, according to the United States Survey thereof, Eighty Acres, more or less; being the same premises contracted to be sold to James Russell by Union Pacific Railroad Company, by contracts No 481 and 482 executed the 19th day of May A.D. 1876, in pursuance and fulfillment of which said contract this conveyance is made and executed.

Reserving 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 herein, 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 said 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 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 May 19th 1876.

And Whereas said Union Pacific Railroad Company did, on the sixteenth day of April, A.D. 1867, execute to Lyman 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 Lyman H. McCormick and John Duff, as Trustees, for the use and purposes therein mentioned, among others, the lands hereinbefore described; And Whereas the said Lyman 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.

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 L. Ames, of Boston,
 in the State of Massachusetts, was duly nominated by the remaining Trustee John Duff,
 as successor to said Eugene H. McCormick, which nomination was, on the same day, appro-
 ved by the Board of Directors of said Union Pacific Railroad Company; and Whereas,
 by such nomination and approval, said Frederick L. Ames did, upon his acceptance
 thereof, thereafter become vested with the same estates, powers, rights and interests,
 and charged with the same duties and responsibilities, as if he had been one of the ori-
 ginal 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. 1873, 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 L. Ames became the sole Trustee; and Whereas, the said
 Union Pacific Railway Company, with the consent of the Trustee for the time be-
 ing, hereinbefore named, have sold and conveyed, as above set forth, the Real Estate
 hereinbefore described, unto the said James Russell for and in consideration
 of the sum of Three hundred and twenty Dollars, to it in hand paid by the said
 James Russell which said sum of money has been paid to said Frederick L. A-
 mes by said Company, in his capacity as Trustee, or to said John Duff and said
 Frederick L. Ames, Trustees, or to said Eugene H. McCormick, and said John Duff
 Trustees, for the uses and purposes in said Mortgage Deed mentioned;

Now, Therefore, Know all Men by these Presents, That I, the said Frederick
 L. Ames, remaining Trustee in the aforesaid Mortgage Deed, in consideration
 of the aforesaid premises and payment as aforesaid of said sum of Three hun-
 dred and twenty 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, and forever Quit-Claim unto the said James Russell, the
 Real Estate described aforesaid, to be held by him free and exempt from all liens
 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 Compa-
 ny, hath caused these presents to be sealed with its corporate seal, and to be countersi-
 gned by its Vice-President and Treasurer, and countersigned by its Land Agent
 and its Auditor, and the said Frederick L. Ames, Trustee, has hereunto set his
 hand, this 24th day of September A.D. 1880.

In Presence of
 Frank D. Buttrick }
 U. P. Ry. Co. }
 Seal 1880

Countersigned
Countersigned
Countersigned
Countersigned

E. Atkins Vice-President.
 Henry McFarland Treasurer.
 Fred L. Ames Trustee.

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

Be It Remembered, that on this 24th day of September A.D. 1880, before
 me, a Commissioner of Utah Territory, appeared the Union Pacific Railway Compa-
 ny, by Elisha 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
 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. 1850, at the City of Boston, in said County and State.

James G. Harris,
Commissioner of Utah Territory.

Recorded April 25/87 @ 10.10 a.m.

3929 James Russell to Alexander Patterson.

This Indenture made the twenty-sixth 26th day of February in the year of our Lord one thousand eight hundred and eighty seven (1887) Between James Russell of River Dale in the County of Weber and Territory of Utah party of the first part, and Alexander Patterson of Hooper in the County of Davis and Territory of Utah party of the second part. Witnesseth, that the said party of the first part, for and in consideration of the sum of One hundred and sixty (\$160) 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 here by acknowledged, hath granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, convey and confirm unto the said party of the second part, and to his heirs and assigns forever, that certain piece or parcel of land, situate in the County of Davis and Territory of Utah, bounded and described as follows, to wit:

All of the South East quarter of the North West quarter of Section No. Twenty-seven (27) in Township No. Five (5) North of Range No. Two (2) West of the Salt Lake Meridian, United States Survey, containing 40. acres of land more or less.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the rents, issues and profits thereof, and also all the estate, right, title, interest, property, possession, claim and demand whatsoever, as well in law as in equity, of the said party of the first part, of, in or to the said premises, and every part and parcel thereof, with the appurtenances.

To Have and to Hold all and singular the said premises, together with the appurtenances, unto the said party of the second part, and to his heirs and assigns forever. And the said party of the first part, and his heirs, the said premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns, against the said party of the first part, and his heirs, and against any and all persons whomsoever lawfully claiming or to claim the same, shall and will warrant and by these presents forever defend.

In Witness Whereof, the said party of the first part hath hereunto set his hand and seal the day and year first above written.

Signed, Sealed and