

## Warranty Deed.

Union Pacific Railroad Company.

Contract No. 88392. U.P.Ry. Co

Deed. No. 231.

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 One and 00/100 (\$1<sup>00</sup>) Dollars, to it said, the receipt of which is hereby acknowledged, and of the sum of Six hundred and 00/100 (\$600<sup>00</sup>) Dollars, paid to The Union Pacific Railway Company and its Receiver, both subject, however, to the exceptions, reservations and conditions hereinafter written, hereby grant, bargain, sell and convey unto Franklin D. Steed of the County of Davis in the State of Utah, the following described real estate situate, lying and being in the County of Davis and in the State of Utah to-wit: The North West Quarter (N. W. 1/4); and the North half of the South East quarter (N 1/2 S E 1/4) of Section No. Twenty five (25) 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 Two hundred and forty (240) 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 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 any one.

Third: The right of ingress, egress and regress upon said land to prospect for, mine and remove any and all such 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 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 Franklin D. Steed 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

indeleasible 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 since the Fifth day of October 1887, and excepting against any rights, liens or incumbrances created or permitted by any other person than the said grantor, since the Fifth day of October 1887.

And Whereas, said Union Pacific Railroad Company did, on the 1<sup>st</sup> 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 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 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 claim, subject to the exceptions, reservations and conditions above written, unto the said Franklin D. Steed, 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 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 1<sup>st</sup>, 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 Thirty first day of July A. D. 1899.

Union Pacific Railroad Company.  
By Horace G. Burt President.

Attest: Alex. Millar. Secretary.

In Presence of

E. M. Orr

H. T. Leavitt

Countersigned: B. A. Wallaster

Land Commissioner.

Erastus Young. General Auditor

The Mercantile Trust Company, Trustee.

By H. C. Deming. Vice President.

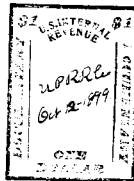


Attest: E. R. Ades Secretary.

In Presence of

Geo. V. Turner

H. B. Thorne



Checked by  
V. E. E.  
B. E. Fowler

State of Nebraska

County of Douglas }<sup>ss.</sup> Be it remembered, That on this 10<sup>th</sup> day of August a. D. 1899, before me, a Notary Public, in and for said county, appeared the Union Pacific Railroad Company, by Horace G. 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 16<sup>th</sup> day of August a. D. 1899, at the City of Omaha, in said County and State.

My Commission expires February 21, 1905

H. T. Leavitt. Notary Public.



State of New York

County of New York }<sup>ss.</sup>

Be it Remembered, That on this 12<sup>th</sup> day of October a. D. 1899, before me, a Notary Public, in and for said County, appeared The Mercantile Trust Company, by H. C. Deming its Vice President, who is personally known to me to be the 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 12<sup>th</sup> day of October a. D. 1899 at the City of New York, in said County and State. My Commission expires March 30, 1900.

Geo. V. Turner

Notary Public.



Recorded March 13<sup>th</sup> 1900 at 2. P.M.