

one sixth (1/6) - all of section twenty five (25) in Township No. two (2) North of Range No. one (1) East of the Salt Lake Meridian, containing according to the United States Survey thereof Six hundred and forty (640) acres more or less.

Excepting and reserving to the Union Pacific Railroad Company, its successors and assigns all rights, reservations and privileges heretofore reserved to itself by the said Union Pacific Railroad Company in its deed of conveyance made and executed October 3rd 1901 A. D. to the grantors herein.

Witness, the hands of said grantors, this Twenty First-day of November, A. D. 1901.

Signed in the presence of	Henry H. Stable	John Stable Jr.	Joseph J. Holbrook.	Alice Holbrook.	Deber J. W. Burningham	Etta Burningham	William J. Holbrook.	Polly Holbrook
---------------------------	-----------------	-----------------	---------------------	-----------------	------------------------	-----------------	----------------------	----------------

State of Utah, }
County of Davis } ss.

On the Twenty-First-day of November A. D. 1901, personally appeared before me Joseph J. Holbrook and Alice Holbrook his wife, William Holbrook and Polly Holbrook his wife Deber J. W. Burningham and Etta Burningham his wife and John Stable Jr. all known to me as the signers of the above instrument, who duly acknowledged to me that they executed the same.

Henry H. Stable
Notary Public.

My Commission Expires Mar. 29. 1905.



Recorded Jan. 7th A. D. 1902 at 5 o'clock P. M.

9/26. contract No. 88969 U. P. Ry. Co. J-4-1-99-200.
Form 3341A. Union Pacific Railroad Company. Deed No. 389

S. A. 76.

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, sixteen hundred and sixty-four and 00/100 (\$1664.00) Dollars, paid to the Union Pacific Railway Company and its Recievers, doth subject, however, to the exceptions, reservations and conditions herein after written, hereby grant, bargain, sell and convey unto J. H. Morgan and E. J. Morgan 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:

Lots Nos. one (1) and two (2) and the West Half of the North East Quarter ($W\frac{1}{2}$ of the $N.E.\frac{1}{4}$); Lots Nos. Three (3) and Four (4) and the West Half of the South East Quarter ($W\frac{1}{2}$ of the $S.E.\frac{1}{4}$); the North half of the North West Quarter ($N\frac{1}{2}$ of the $N.W.\frac{1}{4}$) and the South East Quarter of the North West Quarter ($S.E.\frac{1}{4}$ of the $N.W.\frac{1}{4}$); and the East Half of the South West Quarter ($E\frac{1}{2}$ of the $S.W.\frac{1}{4}$) of Section No. Twenty-five (25) in Township No. Four (4) North of Range No. One (1) West of the Salt Lake Meridian, containing, according to the United States Survey three Four hundred and forty-four (444) and $\frac{60}{100}$ 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 J. H. Morgan and E. J. Morgan grantees their heirs and assigns forever, and the said Union Pacific Railroad Company doth hereby covenant with the said grantee that, 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 grantees, their heirs and assigns forever against the lawful claims of all persons whatsoever.

Excepting as against all taxes and assessments levied upon said premises since the Fourteenth day of April 1890, and excepting against any rights, liens or incumbrances created or permitted by any other person than the said grantor, since the Fourteenth day of April 1890.

And Whereas, said Union Pacific Railroad Company did, on the 1st 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 use 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 J. H. Morgan and E. J. Morgan 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. S. a. #

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 ninth day of May A. D. 1900.

In Presence of

J. M. Orr

James A. Griffith

Attest: Alex. Millar Secretary.



Union Pacific Railroad Company,

By Horace G. Burt President.

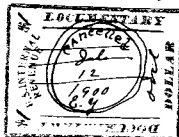
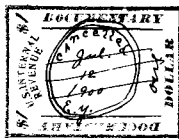
B. A. McCallister Land Commissioner.

Erastus Young General Auditor

Checked by

W. D. C.

B. C. Fowler.



In Presence of

J. Michaels

H. B. Thome.

Attest: E. R. Ades Secretary.



The Mercantile Trust Company,

Trustee,

By H. C. Denning Vice-President.

State of Nebraska

County of Douglas } ss. On the Twelfth day of June A. D. 1900, personally appeared before me Horace G. Burt, who being by me duly sworn did say that he is the President of Union Pacific Railroad Company, and that said instrument 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 Horace G. Burt acknowledged to me that said corporation executed the same.

Horace G. Burt.

In Testimony Whereof, I have hereunto subscribed my name and affixed my official seal as Notary Public the day and year above written.



James A. Griffith
Notary Public.

My commission expires January 17th 1905-

State of New York. }
County of New York. }

Be it Remembered, That on this 27th day of June A.D. 1900, 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 identical 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 27th day of June A.D. 1900, at the City of New York, in said County and State. My commission expires March 30th 1902.



J. Michaelis
Notary Public

Recorded Jan. 8, 1902. at 11 A.M.

Ne 65.

No. 9128.

This Indenture, made, the 26th day of May in the year of our Lord one thousand eight hundred and eighty-four Between John Sill of Kayville City, in the County of Davis and Territory of Utah, party of the first part, and Thomas G. Lewis of the same place the party of the second part, Witnesseth, That the said party of the first part, for and in consideration of the sum of Twenty-five (\$25-00/100) 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 lot, piece, or parcel of land, situated, lying, and being in Kayville City County of Davis Territory of Utah, known and described as follows, to-wit:

Commencing at a point twenty (20) chains forty-five (45) links East and thirteen (13) chains eighty-nine (89) links North from the South West corner of the North West quarter (1/4) of Section twenty eight (28) in Township four (4) North, Range one (1) West, Salt Lake Meridian, U. S. Survey; running thence N. 28° 00' E. one (1) chain ninety one (91) links to West line of U. C. Ry. track; thence S. 27° 00' E. along said line six (6) chains sixty nine (69) links; thence N. 44° 00' W. five (5) chains eighty (80) links to point of commencement; being a part of the North West quarter (1/4) of said Section twenty eight (28) in T^p. 4 N. R. 1 W. S. L. M.,