

Indenture made the 20th day of April, 1899 between Sherman C. Day, of St. Paul, Minnesota as Special Master, appointed by the decrees entered in the causes hereinafter mentioned by the Circuit Courts of the United States for the District of Nebraska, the District of Colorado, the District of Wyoming and the District of Utah, party of the first part;

Oliver H. Mink and Thomas P. Wilson, Receivers of the property of the Union Pacific Railway Company, appointed by said Circuit Courts of the United States in certain causes hereinafter mentioned, parties of the second part;

Union Trust Company of New York, as Trustee under the Mortgage or Deed of Trust hereinafter mentioned, executed by the Union Pacific Railroad Company and bearing date the eighteenth day of December, 1893, party of the third part;

The Union Pacific Railway Company, a corporation formed by the consolidation of the Union Pacific Railroad Company, with the Kansas Pacific Railway Company and the Denver Pacific Railway and Telegraph Company, party of the fourth part, and

Union Pacific Railroad Company, being a corporation organized and existing under and pursuant to the laws of the State of Utah, party of the fifth part;

Whereas, The Union Pacific Railroad Company, a corporation created under and by virtue of an Act of Congress approved July 1-1862, and an Act of Congress approved July 2, 1864 on or about the 18th day of December, 1893, executed a mortgage or deed of trust (herein called the Sinking Fund Mortgage) bearing date the 18th day of December, 1893, whereby it conveyed unto the Union Trust Company of New York and its successor as Trustee all and singular the property in said mortgage described, which said mortgage was executed & said Trustee to secure certain bonds of said The Union Pacific Railroad Company (herein called its Sinking Fund bonds) of which there were issued and outstanding on the first day of December, 1898, bonds to the aggregate amount of Three millions seven hundred and thirty-eight thousand dollars (\$3,738,000) principal; and Whereas, on or about the 24th day of January, 1880, said The Union Pacific Railroad Company, under and in pursuance of Acts of Congress in that behalf, was consolidated with the Kansas Pacific Railway Company and the Denver Pacific Railway and Telegraph Company, and by such consolidation said The Union Pacific Railway Company, party of the fourth part herein, was formed and became the successor to said The Union Pacific Railroad Company, which executed the Sinking Fund Mortgage aforesaid; and Whereas, said The Union Pacific Railway Company having become insolvent, and having made default in the payment of certain interest which had become due on the Sinking Fund Mortgage bonds secured by said Sinking Fund Mortgage, the said Union Trust Company of New York, trustee as aforesaid, filed in the Circuit Court of the United States for the District of Nebraska its bill of equity against The Union Pacific Railway Company, The Union Pacific Coal Company, The Mercantile Trust Company, Trustees S. H. H. Clark, Oliver H. Mink, E. Elling Anderson, Frederic R. Leckert and John W. Deane Receivers, defendants to foreclose the said Sinking Fund Mortgage, and such proceedings were thereupon had in said cause, that on the first day of December, 1898, a certain decree of foreclosure and sale was entered by said Circuit Court of the United States

for the District of Nebraska, wherein and whereby it was adjudged and decreed that said The Union Pacific Railway pay, or cause to be paid, within twenty days after the entry of said decree, certain amounts therein found to be due under the said Sinking Fund Mortgage; and that in default of such payment by said The Union Pacific Railway Company, or by some one claiming under it, or by some one for its account, or by some of the defendants to said cause, within the time aforesaid all the lands, land grants, land rights and property of every kind and description embraced in and covered by the said Sinking Fund Mortgage should be sold as provided in the said decree, and

Whereas, like causes were pending between the same parties in the Circuit Courts of the United States for the District of Colorado, the District of Wyoming and the District of Utah, in each of which Districts portions of the mortgaged premises and property were situate, and said decree entered by the Circuit Court of the United States for the District of Nebraska on the 1st day of December 1898, was adopted, rendered and announced as the decree of each of said other Courts in said like causes then in pending, by decrees entered by said Courts respectively on the following dates: By said Circuit Court of the United States for the District of Colorado on the 16th day of December, 1898. By said Circuit Court of the United States for the District of Wyoming on the 17th day of December, 1898. And by said Circuit Court of the United States for the District of Utah on the 5th day of December, 1898, in which several writs and to the proceeding and record thereof in each of said Courts, including said Circuit Court of the United States for the District of Nebraska, reference is hereby made, and

Whereas, neither The Union Pacific Railway Company, nor any one claiming under it, nor any one for its account, nor any of the defendants in either of said causes above mentioned, within the time fixed in each of the said decrees, or at any other time made payment of the sums decreed as aforesaid, or any part thereof, and

Whereas, in a certain cause pending in the Circuit Court of the United States for each of the above mentioned districts, wherein Oliver Ames Second, and others are Complainants and The Union Pacific Railway Company and others are Defendants (herein called the Ames cause) Oliver A. Minick and Thomas P. Nelson, parties hereto of the second part, were appointed Receivers of the property and estate of The Union Pacific Railway Company, party of the fourth part hereto, including the property covered by and embraced in said Sinking Fund Mortgage by said decrees foreclosed; and Whereas Sherman E. Day, party of the first part was in each of said decrees above mentioned, appointed Special Master to execute said decrees and make the sales therein provided to be made, and to execute and deliver deeds of conveyance to the purchaser or purchasers thereof upon confirmation of such sales and the payment of the purchase price thereof, as in said decrees provided; and

Whereas, said Sherman E. Day, Special Master as aforesaid, gave due public notice in pursuance of said decrees and according to law of the date and place of the sales under said decrees and of the manner and terms upon which such sales would be conducted and duly complied with all the provisions of said decrees relating to such sales and in pursuance of said decrees, at the place specified therein to-wit, at the front door of the Court House, of the County of Salt Lake in the City of Salt Lake City State of Utah, did on the 11th day of March

1899, offer for sale and sell all that portion of the lands, land rights and other property covered by said Sinking Fund Mortgage, and situate in the State of Utah and contained in Parcel Two, as in said decree described and defined in the manner therein prescribed; and Whereas, said Union Pacific Railroad Company, party hereto of the fifth part, was the highest bidder at said sale for that portion of the lands, land rights and other property covered by said Sinking Fund Mortgage, situate in the County of Morgan, State of Utah, and contained in Parcel Two, as in said decree described and defined having bid as said sale for said property the sum of Fifty seven thousand dollars (\$57,000⁰⁰) and said property was thereupon struck off and sold by said Special Master to said Union Pacific Railroad Company for said sum of Fifty seven thousand dollars (\$57,000⁰⁰); and

Whereas, afterwards said Sherman & Day, Special Master as aforesaid, did duly make and file his reports of said sale and by decrees entered by said Court in said causes therein pending the said report of sale was in all things ratified, approved and confirmed and said sale made absolute, subject to all the terms and conditions of said decrees of foreclosure and sale, and

Whereas, said Union Pacific Railroad Company, party hereto of the fifth part, has in all respects complied with said decrees of foreclosure and sale and has paid and made settlement of said purchase price as provided in said decrees and in the orders of said Court;

Now Therefore This Indenture witnesses that the said Sherman & Day Special Master as aforesaid, party of the first part to these presents, in order to carry into effect the sale of said property situate in the County of Morgan, State of Utah, and embraced in said Parcel Two, and in pursuance of the aforesaid decrees, and in conformity to law, and in consideration of the purchase and of the payment and settlement as aforesaid of the purchase price of the said property as provided in that behalf in the said decrees and orders of said Court, has granted, bargained, sold, assigned, released, conveyed and confirmed, and by these presents does grant, bargain, sell, assign, release, convey and confirm, unto the said Union Pacific Railroad Company, the party of the fifth part hereto, and to its successors and assigns, in fee simple forever, all and singular the lands, land rights and other property embraced in Parcel Two, as in said decrees defined, situated in the County of Morgan, State of Utah and not heretofore sold and conveyed to purchasers thereof by the Union Pacific Railroad Company or its successor The Union Pacific Railway Company, and not released by the trustee of said Sinking Fund Mortgage from the lien thereof, which have been granted to The Union Pacific Railroad Company or to the Union Pacific Railway Company, its successor, by 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 1st 1862, and the amendatory Act of Congress approved July 2nd 1864, and by the Act of Congress approved July 3rd 1866, entitled "An Act to amend the aforesaid Act of July 1st 1862, and July 2nd 1864," and by any and all other acts of Congress, making grants of land to or for the benefit of the said The Union Pacific Railroad Company or its successor The Union Pacific Railway Company and any and all lands situated in the County and State aforesaid, and embraced in said Parcel to which the said The Union

Pacific Railway Company, as the successor of The Union Pacific Railroad Company, is or may be entitled under any act of Congress, and all rights, titles, estates and interests in possession or expectancy now existing or hereafter to accrue to said The Union Pacific Railroad Company or its successor The Union Pacific Railway Company in and to the said lands granted by Congress as aforesaid; and each and every part thereof, as well as the right hereafter to receive from the United States any of ^{the} said lands granted as aforesaid, whether in place or indemnity limits or by way of indemnity, together with all the right, title, interest, estate and claim of the said The Union Pacific Railroad Company or of the said The Union Pacific Railway Company in and to the said lands or any part thereof, and all the rights of the said companies, or either of them, to receive from the United States payments therefor, excepting however, all pads and parcels of said lands which have been included in the railroad and telegraph line of the Union Pacific Railroad Company or its successor The Union Pacific Railway Company or used for the construction or operation thereof or for the track, yards, depot, grounds, buildings or erections thereon, Also the corporate rights and franchises of said The Union Pacific Railroad Company or its successor The Union Pacific Railway Company, so far as the said rights and franchises pertain to the said lands and land grants and other property, including in this conveyance the following described lands situated in Morgan County Utah.

Township No Three, north of Range No One East of the Salt Lake Meridian

All of Section number 1. East half of section number 3. All of section number 11. All of section number 13. East half of section number 25.

Township No Four, north of Range No One East of the Salt Lake Meridian.

Northeast Quarter and East half of Southeast Quarter of section number 5. All of section number 9. All of section number 15. Northeast Quarter and East half Southeast Quarter of section number 21. All of section number 23. All of section number 25. All of section number 27. All of section number 35.

Township No Five, north of Range No One East of the Salt Lake Meridian.

All of section number 3. All of section number 9. All of section number 15. North half of Northeast Quarter, Southwest Quarter of Northeast Quarter, and West half of section number 27. All of section number 33.

Township No One, north of Range No Two East of the Salt Lake Meridian.

All of section number 1. East half of section number 3. North half and Southeast Quarter of section number 11. All of section number 13.

Township No Three, north of Range No Two East of the Salt Lake Meridian.

All of section number 3. All of section number 5. All of section number 9. Northwest Quarter of Southwest Quarter and South half of Southwest Quarter of section number 11. North half of Northeast Quarter, Southwest Quarter of Northeast Quarter, Northeast Quarter of Southwest Quarter, South half of Northwest Quarter, North half of Southwest Quarter, Southeast Quarter of Southwest Quarter, North half of Southeast Quarter and South half of Southeast Quarter of section number 13. All of section number 15. South half of Northwest Quarter, Southwest Quarter, West half of Southwest Quarter of section number 25.

East half and East half of Northwest Quarter of section number 24.

Township No Four North of Range No Two East of the Salt Lake Meridian.

Southwest Quarter and West half of Southwest Quarter of section number 11. All of section number 15. Northwest Quarter of Northwest Quarter, South half of Northwest Quarter, Southwest Quarter, Southwest Quarter of Southeast Quarter of section number 17.

All of section number 19. All of section number 23. All of section number 29. All of section number 31. West half of section number 33.

Township No Five North of Range No Two East of the Salt Lake Meridian.

South half, Northeast Quarter, East half of Northwest Quarter of section number 29.

Township No One North of Range No Three East of the Salt Lake Meridian.

All of section number 5. South half of section number 7. West half of section number 17. Southwest Quarter of section number 29. North half of Northeast Quarter of section number 31.

Township No Two North of Range No Three East of the Salt Lake Meridian.

All of section number 1. All of section number 3. All of section number 11. All of section number 13. Northeast Quarter of section number 15. All of section number 23. All of section number 35. All of section number 37. All of section number 39.

Township No Three North of Range No Three East of the Salt Lake Meridian.

All of section number 19. Northeast Quarter, Northeast Quarter of Northwest Quarter, South half of Northwest Quarter, and South half of section number 31.

Township No Four North of Range No Three East of the Salt Lake Meridian.

Southeast Quarter of Southwest Quarter, Northwest Quarter of Southwest Quarter of section number 29.

Township No Four North of Range No Four East of the Salt Lake Meridian.

South half of Northeast Quarter, Southeast Quarter of Southwest Quarter, and Northwest Quarter of Southwest Quarter of section number 17.

Township No Five North of Range No One East of the Salt Lake Meridian.

East half and East half of Northwest Quarter of section number 7. All of section number 17.

East half of Northeast Quarter of section number 19. All of section number 23. West half of Southwest Quarter of section number 35. East half of East half West half, and North West Quarter of North West Quarter of section number 39.

Township No Five North of Range No Five East of the Salt Lake Meridian.

All of section number 1. All of section number 3. All of section number 5. All of section number 9. All of section number 11. All of section number 13. All of section number 15. All of section number 21. All of section number 23. All of section number 25. All of section number 27. All of section number 35.

Township No Three North of Range No One East of the Salt Lake Meridian.

Northeast Quarter and East half of Northwest Quarter of section number 17. West half of North West Quarter and South half of section number 19. All of section number 29. All of section number 31. All of section number 33. All of section number 35. All of section number 37. All of section number 39.

All of section number 41. All of section number 43. All of section number 45. All of section number 47. All of section number 49. All of section number 51. All of section number 53. All of section number 55. All of section number 57. All of section number 59. All of section number 61. All of section number 63. All of section number 65. All of section number 67. All of section number 69. All of section number 71. All of section number 73. All of section number 75. All of section number 77. All of section number 79. All of section number 81. All of section number 83. All of section number 85. All of section number 87. All of section number 89. All of section number 91. All of section number 93. All of section number 95. All of section number 97. All of section number 99.

South East Quarter, East half of North West Quarter and South half of South East Quarter of section number 25.

Township 20 1/2 North of Range 20 Four East of the Salt Lake Meridian.

West half of North West Quarter of South East Quarter of section number 25.

Township 20 Five South of Range 20 Four East of the Salt Lake Meridian.

All of section number 1. All of section number 11. All of section number 13. All of section number 23. All of section number 25. All of section number 35.

Township 20 One South of Range 20 Three East of the Salt Lake Meridian.

South half of section number 7. West half of West half of section number 9. East half of section 14.

Township 20 Two South of Range 20 Three East of the Salt Lake Meridian.

All of section number 5. All of section number 7. All of section number 9. All of section number 14. All of section number 19. All of section number 31.

Township 20 Three South of Range 20 Three East of the Salt Lake Meridian.

All of section number 3. All of section number 5. All of section number 14.

All of section number 29. All of section number 33.

Township 20 Four South of Range 20 Three East of the Salt Lake Meridian.

All of section number 1. All of section number 3. All of section number 5. All of section number 7. All of section number 9. All of section number 11. All of section number 13. All of section number 15. All of section number 17. All of section number 21. All of section number 23. All of section number 25. All of section number 27. South half of North West Quarter and North West Quarter of section number 29. South East Quarter of North East Quarter South half of South half and South half of section number 33.

Township 20 Five North of Range 20 Three East of the Salt Lake Meridian.

All of section number 1. All of section number 3. All of section number 5. All of section number 7. All of section number 9. All of section number 11. All of section number 13. All of section number 15. All of section number 17. All of section number 19. All of section number 21. All of section number 23. All of section number 25. All of section number 27. All of section number 29. All of section number 31. All of section number 33. All of section number 35.

All of section number 15.

All of section number 17.

All of section number 19.

All of section number 21.

All of section number 23.

All of section number 25.

All of section number 27.

All of section number 29.

All of section number 31.

All of section number 33.

All of section number 35.

Township 20 Six South of Range 20 Four East of the Salt Lake Meridian.

That part of the John Stephens tract which is in section number 1. All of section number 11. All of section number 13. All of section number 15. All of section number 17. All of section number 19. All of section number 21. All of section number 23. All of section number 25. All of section number 27. All of section number 29. All of section number 31. All of section number 33. All of section number 35.

All of section number 15.

All of section number 17.

All of section number 19.

Township No. Five South of Range No. Four East of the Salt Lake Meridian.

All of section number 1. All of section number 3. All of section number 5. All of section number 7. All of section number 9. All of section number 11. All of section number 13. All of section number 15. All of section number 17. All of section number 19. All of section number 21. All of section number 23. All of section number 25. All of section number 27. All of section number 29. All of section number 31. All of section number 33. All of section number 35.

Township No. Six South of Range No. Four East of the Salt Lake Meridian.

All of section number 1. All of section number 11. All of section number 13. All of section number 15. All of section number 21. All of section number 23. All of section number 25. All of section number 27. All of section number 29. All of section number 31. All of section number 33. All of section number 35.

Township No. Seven South of Range No. Four East of the Salt Lake Meridian.

All of section number 25. All of section number 35.

Township No. Four South of Range No. Five East of the Salt Lake Meridian.

All of section number 5. All of section number 7.

Township No. Five South of Range No. Five East of the Salt Lake Meridian.

West half of East half and West Half of section number 1. All of section number 3. All of section number 5. All of section number 7. All of section number 9. All of section number 11. All of section number 15. All of section number 17. All of section number 19. All of section number 21. North West quarter of North West quarter of section number 23. Southwest quarter and West half of South West quarter of section number 27. All of section number 29. All of section number 31. North half of North East quarter, South West quarter of North East and West half of section number 33.

Township No. Six South of Range No. Five East of the Salt Lake Meridian.

All of section number 3. All of section number 5. All of section number 7. All of section number 9. All of section number 11. All of section number 13. All of section number 15. All of section number 17. All of section number 19. All of section number 21. All of section number 23. All of section number 25. All of section number 27. All of section number 29. All of section number 31. All of section number 33. All of section number 35.

Township No. Seven South of Range No. Five East of the Salt Lake Meridian.

All of section number 15. All of section number 31. All of section number 27. All of section number 29. All of section number 31. All of section number 33.

Township No. Six South of Range No. Six East of the Salt Lake Meridian.

West half of West half of section number 19.

Township No. Four South of Range No. One East of the Salt Lake Meridian.

All of section number 5.

Township No. Three South of Range No. Two East of the Salt Lake Meridian.

All of section number 7. North West quarter of North West quarter of section number 23. North

Quarter, Southwest quarter, and Northeast Quarter of Southeast quarter of section number 25.
Southwest quarter, and West half of Northwest quarter of section number 27. X

Township No. Four, North of Range Two East of the Salt Lake Meridian.

All of section number 1. All of section number 3. North half ^{and} East half of Southeast quarter of section number 11. All of section number 13. Northeast quarter, North half of Northwest quarter, Southeast quarter of Northwest quarter, and East half of Southeast quarter, and East half of North West quarter of Southeast quarter of section number 25. Northeast quarter of Southeast quarter of section number 33.

Township No. Five, North of Range No Two East of the Salt Lake Meridian.

All of section number 21. All of section number 24. All of section number 33.

Township No. One, South of Range No. Three East of the Salt Lake Meridian.

All of section number 19. Lots Two, Three, Four, Five and Eight of section number 29.

Township No. Two, North of Range No Three East of the Salt Lake Meridian.

South half and Northwest quarter of section number 15. All of section number 29.

All of section number 31.

Township No. Three, North of Range No. Three East of the Salt Lake Meridian

All of section number 8. All of section number 9. All of section number 15. All of section number 21. Northwest quarter of Northwest quarter of section number 31.

Township No. Four North of Range No. Four East of the Salt Lake Meridian.

All of section number 1. All (except Jno Hopkins tract) of section number 3. All of section number 5. All of section number 7. All of section number 9. North half of Northeast quarter, Northwest quarter, and West half of Southwest quarter of section number 14. Southeast quarter of Southwest quarter of section number 17.

It being the true intent and purpose ^{hereof} to convey to the party of the first part all the lands, land rights and other property situated in the county of Morgan, State of Utah, and embraced in Parcel Two as defined in said decrees, which are directed by the said decrees to be sold whether the same are in this Indenture particularly described or not.

To Have and To Hold, all and singular the above mentioned and described lands, land rights and other property of every kind and description hereby conveyed or intended to be conveyed unto the said Union Pacific Railroad Company, party of the first part hereto, and to its successors and assigns in fee simple forever, as fully and absolutely as the party of the first part may or might by virtue of the said decrees to convey the same.

And this Indenture further Witnesseth that

Whereas, in and by said decrees of foreclosure and sale of the said property the Receivers appointed in the above cause hereinbefore mentioned were ordered and directed to make and deliver a sufficient deed or deeds or join with the Special Master in the execution of the deed or deeds to be made by him and to thereby convey and assign to the purchaser or purchasers at said sale and his or their successors or assigns, all right, title and interest of said receivers in, of or to any property vested or standing in their names or to which they have acquired title as such receivers in the management and administration

of the property covered by and embraced in said sinking fund mortgage and conveyed to such purchaser or purchasers. Now, therefore, the said Receiver, as aforesaid parties of the second part hereof, for and in consideration of the premises and of the sums paid by the said purchaser as aforesaid and in pursuance of the said decrees, have conveyed and assigned, and by these presents do convey and assign, unto said Union Pacific Railroad Company, party of the fifth part, all their right, title and interest in or to any property embraced in said parcel, covered by said sinking fund mortgage, and situated in the county and state aforesaid, vested or standing in those names or to which they may have acquired title as such receivers in the management and administration of the property covered by and embraced in said sinking fund mortgage, so far as the same may be appurtenant to said premises, as fully and absolutely as the said receiver may or might by virtue of the said decrees to convey the same. To Have and To Hold all and singular the said property unto the said party of the fifth part, its successors and assigns forever.

And this Indenture further Witnesseth, that the said Union Pacific Railroad Company of New York, party of the third part hereof as Trustee under the sinking fund mortgage of The Union Pacific Railroad Company, dated December 18th 1875, described in said decrees, in consideration of the premises, and of the payment of the sum as aforesaid by the said purchaser and in pursuance of the said decrees, has released and transferred and by these presents does release and transfer to said Union Pacific Railroad Company, party of the fifth part hereof, its successors and assigns forever, all the right, title and interest of the party of the third part under said sinking fund mortgage in and to the property hereby conveyed which is covered by said sinking fund mortgage or upon which the said sinking fund mortgage is a lien, as fully and absolutely as said party of the third part may or might by virtue of the said decrees to transfer and release the same. To Have and To Hold all and singular the said lands, land rights and other property, hereby conveyed, unto the said party of the fifth part, its successors and assigns forever.

And this Indenture further Witnesseth that said The Union Pacific Railway Company, party of the fourth part hereof, for and in consideration of the premises and in pursuance of said decrees, has conveyed and released, and by these presents does convey and release unto Union Pacific Railroad Company, party hereof of the fifth part, all the right, title and interest of said The Union Pacific Railway Company, party hereof of the fourth part, in and to the said lands, land rights and properties situated in the county and state aforesaid and embraced in Parcel Two as defined in said decrees, which were ordered to be sold, and all of the property situated in the county and state aforesaid and described in the said decrees and therein ordered to be sold which is here in conveyed, assigned, transferred or released by the parties of the first, second and third parts respectively by this indenture, as fully and absolutely as the said party of the fourth part can or might by virtue of the said decrees to convey the same.


To Have and To Hold all and singular the said lands, land rights and other property unto said party of the fifth part hereof, its successors and assigns forever.

It is understood that no personal covenant or liability is to be implied from this deed against the said parties of the first, second and third parts or against any of such parties.

In Witness Whereof, the parties hereto of the first and second parts have hereunto set their hands and seals, and the parties of the third, fourth and fifth parts have caused their names to be signed by their respective officers and their respective corporate seals to be hereunto affixed and attested by their respective secretaries the day and year first above written.


Sherman & Day As Special Master.

Oliver H. Mink, Thos P. Wilson As Receivers.

 Union Trust Company of New York, as Trustee of the Sinking Fund mortgage of The Union Pacific Railroad Company, dated December 18th 1873.

By Edward King President.

attest J. B. Fraser Secretary.

 The Union Pacific Railway Company

By S. H. Clark President.

attest Alex Miller Secretary.

 Union Pacific Railroad Company

By William G. Cornish Vice-President.

attest Alex Miller Secretary.

Signed, sealed and delivered by Sherman & Day, } Edward van Ingen,
Oliver H. Mink and Thomas Wilson in the presence of } Lawrence Green.

By Edward King President, and J. B. Fraser Secretary, on } Edward van Ingen,
behalf of Union Trust Company of New York in the presence of } Lawrence Green.

By S. H. Clark, President, in behalf of The Union Pacific } Henry G. Herberichs,
Railway Company in the presence of } H. T. Leavitt.

By Alexander Miller, Secretary of The Union } Edward van Ingen,
Pacific Railway Company in the presence of } Lawrence Green.

By William G. Cornish, Vice President and Alexander Miller } Edward van Ingen,
Secretary, on behalf of Union Pacific Railroad Company } Lawrence Green,
in the presence of }

State of New-York }
County of New-York } S. Edward van Ingen, Notary Public in and for the
State and County aforesaid, do hereby certify that Sherman & Day, Special
Master appointed by the United States Circuit Courts for the District of Nebraska,
and the Districts of Wyoming, Colorado and Utah, in the causes in the foregoing deed
of conveyance mentioned for the purpose of making the sale therein referred to and

whose name is signed to the foregoing deed of conveyance or writing, bearing date on the 20th day of April, 1899, and who is personally known to me and known to me to be the same person who executed the same, has this day personally appeared before me, the undersigned, and has duly acknowledged the same before me in my State and County aforesaid to be his voluntary act and deed as such Special Master, and duly acknowledged that he executed the same as his free and voluntary act and deed as such Special Master for the uses, purposes and considerations therein expressed and mentioned, to the end that the same might be recorded as such.

Given under my hand and official seal this 20th day of April in the year one thousand eight hundred and ninety nine. My commission expires March 30th 1901

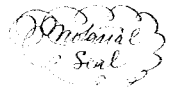
 Notarial Seal

Edward Van Ingen, Notary Public for the County of New York, State of New York.

State of New York }
County of New York } ss

I, Edward Van Ingen, a Notary Public in and for the State and County aforesaid, do hereby certify that Oliver H. Mink and Thomas P. Wilson, Receivers appointed by the United States Circuit Court for the District of Colorado, and the District of Wyoming, Colorado and Utah, in the causes in the foregoing Deed of Conveyance mentioned, and whose names are signed to the foregoing deed of conveyance or writing, bearing date on the 20th day of April, 1899, and who are personally known to me and known to me to be the same persons who executed the same, have this day personally appeared before me, the undersigned, and have severally duly acknowledged the same before me in my State and County aforesaid to be their act and deed as such Receivers, and duly acknowledged that they executed the same as their free and voluntary act and deed as such Receivers for the uses, purposes and considerations therein expressed and mentioned, to the end that the same might be recorded as such.

Given under my hand and official seal this 20th day of April in the year one thousand eight hundred and ninety nine. My commission expires March 30th 1901

 Notarial Seal

Edward Van Ingen, Notary Public for the County of New York, State of New York.

State of New York }
County of New York } ss

I, Edward Van Ingen, Notary Public in and for the County and State aforesaid, duly commissioned and sworn as such officer, do hereby certify that there personally appeared before me Edward King, the President, and J. B. Thayer, the Secretary, of Union Trust Company of New York, party of the first part in the foregoing Indenture, personally known to me to be such President and Secretary respectively, and personally known to me and known to me to be the same persons whose names are signed to the foregoing instrument, and they severally acknowledged to me that they signed, sealed and delivered the same as their own free and voluntary act and deed, and as the free and voluntary act and deed of the said company, and the said Edward King and J. B. Thayer also made oath and said that they knew the corporate seal of the said company, that the seal affixed to the foregoing instrument is the corporate seal of said company and that the said Edward King signed his name thereto as

President, and the said J. B. Thayer signed his name thereto as witness; and that the said instrument was signed, sealed and delivered for the uses and purposes therein set forth, and to the end that the same might be ^{duly} recorded. Given under my hand and official seal this 20th day of April A.D. 1899. My commission expires March 30th 1901.

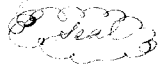


Edward Van Ingen Notary Public for the County of New York, State of New York.

State of Missouri }
City of St. Louis }^{ss}

J. Henry G. Herbel, a Notary Public in and for the said City in the State aforesaid, duly commissioned and sworn as such officer, do hereby certify that there personally appeared before me S. H. H. Clark, the President of The Union Pacific Railway Company, personally known to me to be such President, and personally known to me, and known to me to be the same person whose name is signed to the foregoing instrument, and he acknowledged to me that he signed, sealed and delivered the same as his own free and voluntary act and deed, and as the free and voluntary act and deed of the said company. And the said S. H. H. Clark also made oath and said that he knows the corporate seal of the said company, that the seal affixed to the foregoing instrument is the corporate seal of the said company, and that the said S. H. H. Clark signed the name of said company and his own name thereto as President of said company, and that the said instrument was signed, sealed and delivered for the uses and purposes therein set forth, and to the end that the same might be duly recorded.

Given under my hand and official seal this 24th day of April A.D. 1899. My commission expires Sept 2-1900 J. Henry G. Herbel



Notary Public for the City and State aforesaid.

State of New York }
County of New York }^{ss}

J. Edward Van Ingen, Notary Public in and for the said County in the State aforesaid, duly commissioned and sworn as such officer, do hereby certify that there personally appeared before me Alex Miller, the Secretary of The Union Pacific Railway Company, personally known to me to be such secretary, and personally known to me, and known to me to be the same person whose name is signed to the foregoing instrument, and he acknowledged to me that he signed, sealed and delivered the same as his own free and voluntary act and deed, and as the free and voluntary act and deed of the said company. And the said Alex Miller also made oath and said that he knows the corporate seal of the said company, that the seal affixed to the foregoing instrument is the corporate seal of said company, and that said Alex Miller signed his name thereto as secretary of said company, and that said instrument was signed, sealed and delivered for the uses and purposes therein set forth, and to the end that the same might be duly recorded.

over

Given under my hand and official seal this 20th day of April A.D. 1899.

My commission expires March 30th 1901

Eduard van Ingen Notary Public

for the County of New York State of New York



State of New York

County of New York

I, Eduard van Ingen, Notary Public in and for the said county and State aforesaid, duly commissioned and sworn as such officer, do hereby certify that there personally appeared before me William D. Cornish, the Vice-President, and Alex Miller, the Secretary of Union Pacific Railroad Company, party of the first part to the foregoing indenture, personally known to me to be such vice-president and secretary respectively, and personally known to me and known to me to be the same persons whose names are signed to the foregoing instrument, and they severally acknowledged to me that they signed, sealed and delivered the same as their own free and voluntary act and deed, and as the free and voluntary act and deed of the said company. And the said William D. Cornish and Alex Miller also made oath and said that they know the corporate seal of the said company; that the seal affixed to the foregoing instrument is the corporate seal of said company, and that the said William D. Cornish signed the name of said company and his own name thereto as vice-president, and the said Alex Miller signed his name thereto as secretary, and that the said instrument was signed, sealed and delivered for the uses and purposes therein set forth, and to the end that the same might be duly recorded.

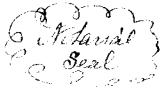
Given under my hand and official seal this 20th day of April A.D. 1899

My commission expires March 30th 1901.

Eduard van Ingen

Notary Public for the County of

New York. State of New York



Filed for record and recorded May 22nd 1899 at 11 O'clock A.M.

James Duncan

County Recorder.