

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 Mecham, Frank Little and Grace 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} ²⁶/₁₀₀ 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 thereon, 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 Lyman Mechem, Frank Little, Mrs Isaac Johnson granted 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 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 heretofore 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 heretofore 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 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 Lyman Mechem, Frank Little

and Cleac 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 Horace E. Burt, Presod.

W. McAllister, Land Commissioner.
Erastus Young, General Auditor

In Presence of, James K. Griffith

J.R.
32nd Cal.

In Presence of, J. J. Cleall
E. N. Melach

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

State of Nebraska }
County of Douglas } ss

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 E. 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

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

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

James H. Griffith, Notary Public

Be it remembered that on the 10th day of April
A. D. 1900 before me, a Notary Public, in and for said County
appeared The Mercantile Trust Company by H. L. Deming,
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 10th 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.

2190

Warranty Deed

John H. Robison and Senora A. Robinson his wife
grantors of Petersou, Morgan County, Utah hereby convey
and warrant to John R. Caspner 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 (N¹/₄) of section No. 25
in Township No. 5 North of Range 1 East; and the South
half (S¹/₂) of the South-west quarter (S¹/₄) 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
South West quarter (S¹/₄) of the South West quarter (S¹/₄) of