

No. 285

Great Department of the Union Pacific Railway Company, Union Division

Know all Men by these Presents: That the Union Pacific Railway Company, which is a Corporation formed and sprung by the consolidation of the Transcaspian 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 the 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 Act 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 24, 1870, in consideration of the sum of One hundred and sixty dollars to it paid by John Revere, 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 John Revere the following described real estate, situate, lying and being in the County of Weber and in the Territory of Utah, and described, as follows, to-wit: The North West Quarter of the North West Quarter of Section No. 22 in Township 6 N. R. 6 W. of Range 20 E. or West of the Salt Lake Meridian, containing according to the United States survey thereof, forty acres, more or less. Being the same premises contracted to be sold to said John Revere by Union Pacific Railroad Company, by contract No. 514, executed the 31st day of July, 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 as of a good and independent 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 however, all taxes and assessments levied upon said premises since the 31st day of July, A. D. 1876.

And Whereas said Union Pacific Railroad Company did, on the 11th day of April A. D. 1876, execute and deliver to Cyrus H. McCarroll, 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 Weber County, in the Territory of Utah, wherein said Company conveyed to said Cyrus H. McCarroll and John Duff

as Trustees for the use and purpose herein mentioned, among others, the lands hereinbefore described; And  
Whereas the said Cyrus St. M<sup>r</sup>: Cornick did, on the Twenty Eighth day of June, A. D. 1872, by a proper in-  
 strument of writing to that effect, assign his place as Trustee under said Mortgage Deed, which assignment was  
 on the Fifth day of October, A. D. 1873, accepted by the Union Pacific Railroad Company, by its Board of  
 Directors, at a meeting thereof held on that day in the City of Boston and State of Massachusetts; And  
Whereas on the Fifth 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 Cyrus St. M<sup>r</sup>: Cornick  
 which nomination was, on the same day, approved 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 estate, powers, rights, and interests, and charged with the same  
 duties and responsibilities, as if he had been one of the original 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 Twen-  
 tieth 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 Trustees  
 for the time being, hereinbefore named, have sold and conveyed, as above set forth, the real estate hereinbefore de-  
 scribed, unto the said John Revere for and in consideration of the sum of One hundred and sixty dollars  
 to it in hand paid by the said John Revere, which said sum of money has been paid to said Frederick L.  
 Ames by said Company, in his capacity as Trustee or to said John Duff and said Frederick L. Ames,  
 Trustees, or to said Cyrus St. M<sup>r</sup>: Cornick and said John Duff, Trustees, for the use and purpose in said  
 Mortgage Deed mentioned; Know, therefore,  
Know all Men by these Presents That I, the said Frederick L. Ames, remaining Trustee, in the afo-  
 said Mortgage Deed, in consideration of the aforesaid promise and payment as aforesaid of said sum of One  
 hundred and sixty dollars, so paid by said Company to said Trust fund, of which I am the remaining Trustee  
 for the use and purpose aforesaid, do hereby remise, release, and forever quit claim unto the said John Revere  
 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 covenants and conditions hereinbefore  
 contained.

In Witness Whereof, the said grantor, the Union Pacific Railway Company, hath caused these presents to be  
 sealed with its corporate Seal, and to be signed 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 20th  
 day of March, A. D. 1881.

Countersigned: Leavitt B. Dunham, Land Agent	E. Atkins, Vice President.
J. W. Cornutt, Auditor	Henry M <sup>r</sup> : Ireland, Treasurer.
In presence of Frank D. DeLuech	Frederick L. Ames, Trustee.
State of Massachusetts,	
County of Suffolk }	

Be it Remembered, That on this 20th day of March, A. D. 1881, before me at Com-  
 mission of Utah Territory, appeared the Union Pacific Railway Company, by Elisha Atkins, its Vice-

President and Henry M. Johnson, the Trustees, who are personally known to me to be the identical persons whose names are subscribed to the foregoing instrument, as said said President and Trustees and then and there acknowledged the execution and making 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 Chase 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.

Commissioner's  
deed

In Witness Whereof I have hereunto set my hand and Official Seal, this 25th day of March, A. D. 1881, at the City of Boston, in said County and State. James E. Haines,  
A Commissioner of Utah Territory.

Filed for record June 7, 1881, at 9:30 A.M.

Recorded June 7, 1881

Joseph H. Stanford, County Recorder.  
By John S. Farmer, Deputy Recorder.

This Indenture I made this Twentieth day of May A. D. eighteen hundred and eighty one (1881) Bastien Michael Sheriff of the County of Weber and Territory of Utah the party of the first part and John F. Taylor of the City of Ogden, County of Weber and Territory of Utah, the party of the second part, Witness - That Whereas in and by virtue of a certain order of sale issued out of the District Court, the Third Judicial District of Utah Territory, in the action of Louisa Cook Plaintiff, against William F. Bidock Defendant, filed on the 27th day of September, A. D. 1877 and to the said Marshal deputed, and delivered, commanding him to sell the property hereinafter described at public auction, according to law, and to apply the proceeds of such sale towards the satisfaction of the judgment in said action, amounting to the sum of Five hundred seven and 25/100 (507.25) dollars and costs of suit and costs of sale and the interest on said principal sum as by the said order of sale, reference thereto being had, more fully appears. And Whereas, in pursuance of said order of sale the said Marshal did levy on and on the 10th day of October A. D. 1881, at two o'clock A. M. of that day at the front door of the County Court House in the City of Ogden, County of Weber, and Territory of Utah did duly sell all the premises hereinafter described at public auction according to law to the said party of the second part who was the highest bidder therefor for the sum of Six hundred and twenty dollars which was the whole price paid by the said party of the second part for the same. The said Marshal having first given due notice of the time and place of said sale according to law. And Whereas, the time allowed by law for the redemption of said property has expired without such redemption having been made. Now therefore the said Marshal Shaughnessy United States Marshal for Utah Territory, in pursuance of and under the authority of the statute in such case made and provided and for and in consideration of the payment to him of the sum of Six hundred and twenty dollars in lawful money of the United States, to him as aforesaid; the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed and confirmed, and by these presents does grant, bargain, sell, convey and confirm unto the said party of the second part his heirs and assigns forever the real estate in said order of sale and hereinafter described, as follows: A part of Lot Two in Block Twenty in