

and assigns forever, against the lawful claims of all persons whomsoever.

In witness whereof we have hereunto set our hands this 21<sup>st</sup> day of October A.D. 1897.

In presence of Linwood Park Land Company  
Cadet Taylor. William Coburn. President,  
 by St O'Devries, Secretary.

State of Nebraska }  
county of Douglas } On this 22<sup>nd</sup> day of October  
in the year of our Lord one  
thousand eight hundred ninety-seven, before me  
personally appeared William Coburn and St.  
O. Devries, who I am satisfied are the President  
and Secretary of the Linwood Park Land Com-  
pany herein mentioned, who acknowledge  
said deed to be their voluntary act and deed  
and the voluntary act and deed of the said  
Linwood Park Land Company.

In witness whereof I have hereunto set my my  
hand and affixed my Seal of Office on the  
day and year last above mentioned.

Cadet Taylor  
Notary Public,



Entered on numerical Index and Recorded January 15<sup>th</sup> 1898 at 1. o'clock P.M. Thomas S. Crocker  
m.o. Register of Deeds.

8. William D. Cornish - Spec. M. et al. Indenture, Made the 22<sup>nd</sup>  
day of January A.D. 1898.  
Union Pacific Railroad Company between William D. Cornish  
of St. Paul Minnesota, as Special  
Mater, appointed by the decree entered in the cause  
hereinafter mentioned by the Circuit Courts of the United  
States for the District of Nebraska, the Southern District of  
Iowa, the District of Wyoming, the District of Colorado and  
the District of Utah - party of the first part:

Silas H. H. Clark, Oliver C. Mink, E. Ellery Anderson, Frederic  
R. Conard and John W. Lane Receivers of the property of  
The Union Pacific Railway Company, appointed by the  
said Circuit Courts of the United States in the cause

hereinafter mentioned - parties of the second part,  
 F. Gordon Dexter and Oliver Ames, as Trustees, under  
 the mortgage or deed of trust herein after mentioned  
 executed by The Union Pacific Railroad Company<sup>ed</sup>  
 bearing date the first day of November 1865, parties  
 of the third part;

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

Louis Fitzgerald and Alvin W. Kreh Purchasing  
 Trustees, both of the City of New York - parties of the fifth  
 part, and,

Union Pacific Railroad Company, being a new cor-  
 poration or body politic and corporate organized  
 and existing under and pursuant to the laws of  
 the State of Utah, party of the sixth part;

Whereas, The Union Pacific Railroad Company, a corpora-  
 tion created under and by virtue of the Act of Congress  
 approved July 1-1862, and the Act of Congress approved  
 July 2-1864, on or about the 1<sup>st</sup> day of November 1865, ex-  
 ecuted a mortgage or deed of trust - (herein called  
 its First Mortgage) bearing date the first day of  
 November 1865, whereby it conveyed to Edwin Morgan  
 and Oakes Ames, as trustees, and to their successors  
 all and singular the railroad, telegraph, property  
 and franchises in said mortgage described, the same  
 being embraced in the railroad, property and fran-  
 chises hereinafter described and conveyed), and on or  
 about the 1<sup>st</sup> day of March 1868, executed a supple-  
 mental indenture to said trustees, which First Mort-  
 gage and supplemental indenture were executed to  
 said trustees to secure certain bonds of said The  
 Union Pacific Railroad Company (herein called its  
 First Mortgage Bonds), of which were issued and out-  
 standing on the 29<sup>th</sup> day of July 1897, bonds to the  
 aggregate amount of \$27,229.000. principal, and

Whereas, F. Gordon Dexter and Oliver Ames, the parties  
 of the third part to this indenture, were duly substituted  
 trustees under the said First Mortgage, and at the time

of filing their bill of complaint herein after mentioned, were and now are, the sole substituted trustees under said First Mortgage; and

Whereas, on or about the 24<sup>th</sup> day of January 1880, said The Union Pacific Railroad Company, under and pursuant to Act 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 hereto, was formed and became the successor to said The Union Pacific Railroad Company which executed the First Mortgage aforesaid; and

Whereas, said The Union Pacific Railway Company having become insolvent and having made default in the payment of certain interest which became due on the first day of July 1894, and the first day of January 1895, on the First Mortgage Bonds secured by said First Mortgage, the said F. Gordon Dexter, and Oliver Ames trustees as aforesaid, filed in the Circuit Court of the United States for the District of Nebraska, their bill in equity against The Union Pacific Railway Company, the United States of America and various other defendants to foreclose the said First Mortgage, and subsequently filed in said cause their supplemental bill of Complaint showing that the said Railway Company had made default in the payment of interest which fell due and matured on said First Mortgage Bonds on the first day of July 1895, on the first day of January 1896, on the first day of July 1896, on the first day of January 1897 - and on the first day of July 1897, and that the said company had also made default in the payment of the principal of certain of the bonds secured by said First Mortgage; and such proceedings were therupon had in the said cause that, on the 29<sup>th</sup> day of July 1897, 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 Company 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 First 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 in the said cause wherein the time aforesaid, the said mortgaged premises, property and franchises should be sold as provided in the said decree; and

Whereas, similar and ancillary causes were pending between the same parties in the Circuit Courts of the United States for the Southern District of Iowa, the District of Wyoming, the District of Colorado and the District of Utah, in each of which Districts portions of the mortgaged premises, property and franchises were situate; and said decree entered by the Circuit Court of the United States for the District of Nebraska, on the 29<sup>th</sup> day of July 1897 - was adopted, rendered and announced as the decree of each of said other courts in said similar and ancillary causes therein pending, by decrees entered by such courts respectively on the following dates, viz.: by said Circuit Court of the United States for the Southern District of Iowa, on the 29<sup>th</sup> day of July 1897 - by said Circuit Court of the United States for the District of Wyoming, and said Circuit Court of the United States for the District of Colorado, on the 31<sup>st</sup> day of July 1897 - and by said Circuit Court of the United States for the District of Utah, on the 2<sup>d</sup> day of August 1897 - to which said several suits refer to the proceedings and record thereof in each of the 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 the 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, by the decree and order of the Circuit Court of the United States for the District of Nebraska, in said cause therein pending, Oliver H. H. Clark, Oliver W. Mink, E. Ellery Anderson, Frederick R. Gaudet and John W. Doane, the parties hereto of the second part, were appointed receivers of the railroad, property and effects of The Union Pacific Railway Company, party of the fourth part hereto; and in and by decree entered by said United States Circuit Courts for the Southern District of Iowa and the Districts of Wyoming, Colorado and Utah, respectively, in said ancillary causes therein pending the said parties of the second part hereto were appointed receivers of the railroad, property and effects of said The Union Pacific Railway Company for and within the territory and jurisdiction of said Courts respectively with the powers, responsibilities and duties conferred upon them by said decree and order entered by said Circuit Court of the United States for the District of Nebraska appointing such receivers; and

Whereas, William D. Cornish, the party of the first part hereto, was in and by the said decree of the Circuit Court of the United States for the District of Nebraska, and in and by said ancillary decree of the United States Circuit Court in and for each of the said other Districts, appointed Special Master to execute said decrees and make the sale therein provided to be made, and to execute and deliver deeds of conveyance to the purchaser or purchasers thereof upon confirmation of such sale and payment of the purchase price thereof as in said decrees provided; and

Whereas, said William D. Cornish, Special Master as aforesaid, gave due public notice, in pursuance of said decrees, and according to law, of the time and place of the sale under said decrees and of the manner and terms upon which such sale

was to be conducted, and duly complied with all the provisions of said decrees relating to such sale; and in pursuance of said decrees, at the place specified therein, to-wit, upon the mortgaged premises, at the freight station of The Union Pacific Railway Company, in the City of Omaha, in the State of Nebraska, d<sup>e</sup>d on the 2<sup>d</sup> day of November 1897, duly sell at public auction to Louis Fitzgerald and Alvin C. Krich - Purchasing Trustees, the parties of the fifth part to this indenture, they being the highest & best bidders at said sale, all and singular the railroad, telegraph, franchises, rights, functions immunities and appurtenances to the same belonging, rolling stock and property of every kind and description, in the said decrees mentioned and directed to be sold, at and for the sum of fifty million, six hundred and thirty-seven thousand four hundred and thirty-five dollars (\$50,637,435); and

Whereas, afterwards, William D. Cornish, Special Master as aforesaid, did duly make and file his report of said sale to the said several courts, and by decrees entered by said several Circuit Courts of the United States in said causes therein pending respectively, the said report of sale was in all things ratified, approved and confirmed and the sales therein reported made absolute, subject to all the terms and conditions of said several Decrees of foreclosure and sale and to the due performance by the purchasers or their successors or assigns of all the obligations therein prescribed; and,

Whereas, said Louis Fitzgerald and Alvin C. Krich, purchasing Trustees, the parties of the fifth part hereto, have in all respects complied with the provisions of the said decrees of foreclosure and sale and have paid and made settlement of the purchase price as provided in said decrees and the orders of said Courts; and,

Whereas, said Louis Fitzgerald and Alvin C. Krich - Purchasing Trustees, have duly sold, assigned, transferred and set over to Union Pacific Railroad Company the party of the sixth part to this Indenture, their said

bid and their right to receive conveyance of the railroad, franchises and other property purchased and all their other rights under the said decrees and by virtue of their bid and purchase at said sale;

Now, Therefore, this Indenture witnesseth, that the said William D. Cornish, Special Master as aforesaid, party of the first part to these Presents in order to carry into effect the sale made by him as aforesaid, and in pursuance of the aforesaid decrees, and in conformity to law, and in consideration of the promises, and of the payment and settlement as aforesaid of the said purchase price of the said property as provided in that behalf in the said decree, and orders of said courts, 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 sixth part hereto, and to its successors and assigns, in fee simple forever, all and singular all the railroad, telegraph, franchises, rights, functions, immunities and appurtenances to the same belonging, rolling stock and property of every kind and description mentioned in the said decrees and embraced in and covered by the said First Mortgage of November 1-1865, and all the property sold or directed by the said decrees to be sold, the same being described as follows:

All the railroad, right of way, and railroad property of The Union Pacific Railway Company, extending from the eastern terminus of the Union Pacific Railway on the east line of the said Railway Company's property between Twelfth Avenue & Thirteenth Avenue in Council Bluffs, Iowa, in a westerly direction to Twentieth Street in Omaha, Nebraska, including the railroad and railroad bridge across the Missouri River, and extending from the initial point of construction of the Union Pacific Railroad near

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the northeast corner of and within Section 10, Township 15 Range 13 east of the 6<sup>th</sup> principal meridian in Omaha, Nebraska, in a southerly and westerly direction through the City of Omaha to Twentieth Street in said City of Omaha, at a junction with that part of said railroad from Council Bluffs aforesaid and extending thence in a westerly direction through the Counties of Douglas, Sarpy, Lodge, Boulax, Platte, Merrick, Hall, Buffalo, Dawson, Lincoln, Keith, Deuel, Cheyenne and Kimball in the State of Nebraska, and Adair, Garfield and Lincoln County, in the State of Colorado, and the Counties of Larimer, Albany, Carbon, Sweetwater, and Uintah in the State of Wyoming, and the Counties of Summit, <sup>Morgan</sup> Davis and Weber in the State of Utah, to a junction with the Central Pacific Railroad at a point five miles west of Ogden in the State of Utah, a distance of 1,042.41 miles of main line railroad; and also the rights of way, railroads and railroad tracks, constituting spurs or branch lines of railroad extending from points of junction with the said main lines, (1) at a point about .6 of a mile west of what is known as Transfer Depot at Council Bluffs, in a northeasterly direction to what is known as the Broadway Depot in said city, a distance of 1.72 miles in the City of Council Bluffs. (2). at Almy Junction, Wyoming, in a northerly direction to a terminus at Mine No. Seven, a distance of 3.88 miles, (3) at Cheyenne, Wyoming in a northwesterly direction to a connection with the track of the Union Pacific, Denver and Gulf Railway, a distance of 2.04 miles; (4) at a point on said main line in Omaha Nebraska northerly and easterly, a distance of 18,000. feet to certain ice houses and industries on what is known as Cut-off Lake; Also lots, yards, terminal grounds, shop grounds, streets and alleys lands and tracts of land, tenements and hereditaments, easements and rights of way, owned or acquired or appropriated by or for the Union Pacific Railroad Company, The Union Pacific Railway Company or the Receivers of the property of said last named Company for the purposes of said lines of railroad, in-

cluding all lands so acquired or appropriated the title to which stands in the names of trustees for said The Union Pacific Railway Company; and also all lands acquired for or used for stations or for terminal purposes, and also all rights<sup>ed</sup> estates, legal and equitable, of The Union Pacific Railway Company in and to all stations and depots, and in and to all union depots upon or connected with the line of its said railway or used in connection therewith, and including all the lands and other property described in the reports of the Special Master, filed in said several causes respectively, and referred to in said decree and in the schedules in said reports contained and therein numbered 1-2-3-4<sup>ed</sup> 5 hereby referred to and made part hereof, all the said property being property owned, acquired or appropriated and necessary to the use and operation of the said railroad; also the shops, freight depots, general office building, roundhouses, depots, engine-houses, car houses, station houses, machine shops, wood-shops, rails, switches, turnouts, spur, side-tracks sidings and other structures and facilities upon said mortgaged premises, constructed, acquired or owned for the purpose of or in connection with said lines of railway: Also the lands, interests and easements in lands, pipe, pump-houses, structures, pipe lines, appliances, fixtures materials and supplies, owned or acquired for the purposes thereof; Also the locomotives, passenger cars, Pullman sleeping cars, dining cars, freight cars and other cars, and all other equipment and rolling stock owned by The Union Pacific Railway Company and all interest of said The Union Pacific Railway Company in any other equipment or rolling stock, to the extent that said equipment and rolling stock so owned, or in which the said railway company has any interest, was acquired or

provided for or by said railway Company for the purposes of said railroad and mortgaged premises, or is necessary for the running and operation thereof the same being the undivided 70 per cent. of all the rolling stock or equipment owned by the Union Pacific Railway Company, or in which said company has any interest; Also all the lines of telegraph, telegraph material, instruments, fixtures and appliances belonging to the said railway Company and located upon or used in connection with said mortgaged premises; also all furniture, fixtures appliances, apparatus, supplies and materials owned, acquired or provided by said Company for use in connection with said railroad and mortgaged premises, located in the various offices of said railway Company upon or remote from said railroad, including the offices of said Company in the Cities of Omaha, Nebraska, and Boston Massachusetts, and also all the property of said The Union Pacific Railway Company, and all its rights and interests in and to property of every kind and nature, whether of the character herein described or otherwise, and also all the corporate rights and franchises of said The Union Pacific Railroad Company and its successors. The Union Pacific Railway Company, so far as such property, rights, interests and franchises, pertain to the said railroad, telegraphs and mortgaged premises. Also all the money, credits and property not herein otherwise specified, in the possession of or under the control of the said Receivers in said Causes, or to which said Receivers are or may be entitled, which have been or may be derived by said Receivers from or on account of said mortgaged premises, or from the sale or other disposition of any of said mortgaged property, or from the operation of said mortgaged premises by said Receivers, subject to the charges of the Receivers as specified in said decrees in respect thereof; said lands above referred to as standing in the names of trustees for the said The Union Pacific Railway Company, and which are herein and hereby conveyed into the posse

of the sixth part hereto, being described as follows:

Description	acres
<p>- Pottawattamie County Iowa.</p> <p>Commencing at a point 471.5 ft. South of the Northeast corner of the N.W.<sup>1/4</sup> of S.E.<sup>1/4</sup> of Sec. 34- T.75 N.R. 44 W. of the 5<sup>th</sup> P.M.; thence (taking the 40 acre line for due-North &amp; South line). S. 57 deg. 31' E. 369.23 ft.; thence West to a point 676.5 ft. South and 329.34 ft. east of the centre of said Sec. 34; thence South parallel with the North &amp; South centre line of said Sec. 34, 660 ft. to a point in the present North Right of Way line of the Union Pacific Ry. Co.; thence East on said R.O.W. line 913.16 ft.; thence Northeastly 89 ft. to a point in 40 acre line 60 ft. more or less North of the S.E. corner of the N.W.<sup>1/4</sup> of S.E.<sup>1/4</sup> of said Sec. 34; thence North on said 40 acre line 795.3 feet to the place of beginning, containing an area of.</p>	15.42

Atkins, Baker & McFarland Trustees.

A tract in the N.E.<sup>1/4</sup> of S.E.<sup>1/4</sup> of Sec. 34- T.75 N.R. 44 W. of 5<sup>th</sup>-P.M. of Iowa described as follows:

Commencing at a point 185.3 ft. South from the-East quarter section corner of said Sec. 34, running thence South on Section line 389.2 ft. or to ground as now owned by the Union Pac. Railway Co.; thence Southwesterly on northwesterly line of said grounds 1484 feet to West line of said N.E.<sup>1/4</sup> of S.E.<sup>1/4</sup>; thence North on said line 1080 ft.; thence East 1323 feet or to place of beginning. Except tract sold to A. H. Finney-described as follows: Commencing at a point 537 feet South from the East 1/4 Section corner of said Sec. 34. and running thence South 59 1/2 ft. to Union Pacific Ry. grounds; thence Southwesterly on northwesterly line of said grounds 270 3/4 feet; thence N. 30 deg. W. 788 3/4 ft.; thence East 335 ft. to place of beginning - containing 0.737 of an acre.

21.56

Atkins, Baker & McFarland Trustees.

S.W.<sup>1/4</sup> of N.E.<sup>1/4</sup> and N.W.<sup>1/4</sup> of Sec 2 and all Sec. 3, all in Township 7<sup>1/4</sup>, Range 44 West

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Dexter, Atkins & Mink - Trustees.

A tract of land in the N.E.<sup>1/4</sup> of S.E.<sup>1/4</sup> Sec. 34- T.75 N.R. 44- W. in Pottawattamie Co. Iowa, described as follows:

Description	acres.
Commencing at a point 537 ft. South from the East $\frac{1}{4}$ . Section corner of said Section 34, and running thence South $39\frac{1}{2}$ feet to the U.P.Ry. ground; thence Southwest- erly on northerly line of said grounds $270\frac{3}{4}$ feet; thence North 30 deg. West $188\frac{1}{4}$ ft.; thence East 335 feet to place of beginning, containing an area of	0.74
Dexter, Atkins & Mink Trustees.	
The East $\frac{1}{4}$ feet of Lot 1; the East $\frac{1}{4}$ feet and the West $\frac{1}{2}$ feet of Lot 2. and all of Lots 3 & 5, all in Block 9. in Grimes Addition to Council Bluffs - - - - -	0.66
Dexter, Atkins & Mink Trustees.	
Part of Lots 4 and 6 in Block 9. in Grimes Addition to Council Bluffs not in Union Avenue	0.44
Dexter, Atkins & Mink Trustees. -	
That portion of Lot 7. in Block 9 in Grimes Addition to the City of Council Bluffs. not taken and used for the Right of Way of "Union Avenue"	0.02
Atkins, Baker & McFarland Trustees.	
Part of Lots 1, 2, 3 & 5 in Block 13, in Bayliss Addition to Council Bluffs, not in Union Avenue. - - - - -	0.57
Dexter, Atkins & Mink Trustees.	
An undivided half of Lots 1- 2 & 3 in Block 11 in the Sub-division of Riddle tract in the City of Council Bluffs } All the interest of J. S Casement, Mary Rockwood Casement } Robert L. Casement, Grey Casement & James Clegg Casement } in and to Lots 1- 2 & 3 in Block 11 in Riddle Sub- } division of the City of Council Bluffs, Iowa. }	0.36
Atkins, Baker & McFarland Trustees.	
All the North $35\frac{1}{2}$ feet of Lot 14 and all of Lots 15 & 16 in Block 11; all in the Sub-division of the Riddle tract, City of Council Bluffs - - - - -	0.32
Atkins, Baker & McFarland Trustees.	
All of Lot 17 in Block 11 in Sub-division of the Riddle- tract, City of Council Bluffs	0.12
Atkins, Baker & McFarland Trustees.	
All of Lot No. 18 in Block 11 in Sub-division of Riddle tract City of Council Bluffs - - - - -	0.12
Atkins, Baker & McFarland Trustees.	
All of Lot 19 in Block 11 in the Sub-division of the Riddle tract in the City of Council Bluffs - - - - -	0.12
Atkins, Baker & McFarland Trustees	

Description	acres.
All of Lot 20 in Block 11 in the Sub-division of the Riddle tract in the City of Council Bluffs. - - -	0.12
Atkins, Baker & M <sup>c</sup> Farland-Trustees	
All of Lots 1-2-9&10 in Block 12; also the North- 22 $\frac{1}{2}$ ft. of Lot 3 in Block 12 and the North 22 $\frac{1}{2}$ ft. of Lot 11- in Block 12 and the North 11 $\frac{1}{2}$ ft. of lot 8 in Blk-12; all in the sub-division of the Riddle tract of Council Bluffs.	0.70
Atkins, Baker & M <sup>c</sup> Farland-Trustees	
All of Lot 1 in Block 33 in the Sub-division of the Riddle tract in the City of Council Bluffs. - - -	
All of Lot No. 2, in Block No 33 in Sub-division of the Riddle tract, City of Council Bluffs - - -	0.25
Atkins, Baker & M <sup>c</sup> Farland-Trustees	
All Lot 3 in Block 33 in Sub-division of the Riddle tract in the City of Council Bluffs.	
All of Lot 12 in Block 33, Riddle's Sub-division of the City of Council Bluffs.	0.25
Atkins, Baker & M <sup>c</sup> Farland-Trustees	
All of Lots 13&14 in Block 33 in Sub-division of Riddle tract, City of Council Bluffs. - - - -	0.25
Atkins, Baker & M <sup>c</sup> Farland-Trustees	
All of Lot 15, Block 33 in the Sub-division of Riddle tract, City of Council Bluffs. - - - - -	
All of Lot 16 in Block 33 in the Sub-division of the Riddle tract in the City of Council Bluffs - - -	0.20
Atkins, Baker & M <sup>c</sup> Farland-Trustees	
All of Lot 1- in Block 34 in Sub-division of the Riddle tract City of Council Bluffs. - - - - -	
Lot 2 and 3 in Block 34 in the Sub-division of the Riddle tract, in the City of Council Bluffs.	0.37
Atkins, Baker & M <sup>c</sup> Farland-Trustees	
All of Lots 12,13 & 14 in Block 34 in Sub-division of Riddle tract, City of Council Bluffs. - - - - -	0.38
Atkins, Baker & M <sup>c</sup> Farland-Trustees	
Lot 15, in Block 34 in the Sub-division of the Riddle- tract, in the City of Council Bluffs. - - -	0.10
Atkins, Baker & M <sup>c</sup> Farland-Trustees	
All Lot 16 in Block 34 in the sub-division of the Riddle- tract in the City of Council Bluffs. - - - -	0.10
Atkins, Baker & M <sup>c</sup> Farland-Trustees	

Description	Acres.
All of Lot 14 in the Block 37 in Sub-division of the Riddle tract, City of Council Bluffs - - - - -	0.13
Atkins, Baker & McFarland Trustees.	
All of Lots 1-2 & 3 in Block 38, in Sub-division of the Riddle tract, City of Council Bluffs. - - - - -	0.37
Atkins, Baker & McFarland Trustees.	
All Lot 11 in Block 38 in the Sub-division of the Riddle tract, in the City of Council Bluffs. - - - - -	0.12
Atkins, Baker & McFarland Trustees.	
All Lots 12-13 & 14 in Block 38 in the Sub-division of the Riddle tract in the City of Council Bluffs. - - - - -	0.37
Atkins, Baker & McFarland Trustees.	
All of Lot 15 in Block 38 in Sub-division of the Riddle tract, City of Council Bluffs. - - - - -	0.12
Atkins, Baker & McFarland Trustees.	
All of Lot 16 in Block 38 in Sub-division of the Riddle tract in the City of Council Bluffs. - - - - -	0.18
Dexter, Atkins & Lane - Trustees	
Douglas County Nebraska	
City of Omaha.	
Description	Acres.
Lots 2 and 3 in Block 208 in the City of Omaha, as surveyed and lithographed - - - - -	0.40
Atkins, Baker & McFarland Trustees.	
Lot 4 in Block 208 in the City of Omaha, as surveyed and platted - - - - -	0.20
Atkins, Baker & McFarland Trustees.	
Lot 5 in Block 208 in the City of Omaha, as surveyed and platted - - - - -	0.20
Atkins, Baker & McFarland Trustees.	
Lot 6 in Block 208 in the City of Omaha - - - - -	0.20
Atkins, Baker & McFarland Trustees.	
Lot 2 in Block 215 in the City of Omaha. - - - - -	0.20
Atkins, Baker & McFarland Trustees.	
Lot 3 in Block 215 in the City of Omaha - - - - -	0.20
Atkins, Baker & McFarland Trustees.	
Lot 4 in Block No 215 in the City of Omaha, as surveyed & platted - - - - -	0.20
Atkins, Baker & McFarland Trustees.	
Part of Lot 2 (being 2,178 sq. ft.), in Block No 226, in the City of Omaha, according to the recorded plat thereof.	
Atkins, Dexter & Lane - Trustees.	

	Description	Acres.
①	Commencing at a point 3x6 feet north of the S.E. corner of the S.W. <sup>1/4</sup> of the S.E. <sup>1/4</sup> of Section 23 in T15N. of R. 13 E. of the 6 <sup>th</sup> P. M., thence east 410 feet; thence South 88 ft.; thence West 240 ft.; thence North 56 ft.; thence West 170 feet; thence North 32 feet to the place of beginning. Containing 26,560 square feet.	0.61
	Atkins, Baker & McFarland Trustees.	
	Lots 5-6 & 7 in Block 7 - - - - -	0.60
	Dexter, Atkins & Mint. Trustees.	
	Lot 1 in Block 178 in the City of Omaha, as surveyed & lithographed - - - - -	0.20
	Atkins, Baker & McFarland Trustees.	
	All Lots Numbers 2 and 3 in Block No. 178 in the City of Omaha - - - - -	0.40
	Atkins, Baker & McFarland Trustees.	
	All the following described Real Estate, situated in the City of Omaha, County of Douglas, and State of Nebraska to-wit: Lots 5-6-7 & 8 in Block 178; Lots 6-7 & 8 in Block 179 - - - - -	1.22
	Atkins, Baker & McFarland Trustees.	
	Lot 5 in Block 179 as surveyed and platted by the Council Bluffs and Nebraska Ferry Co. - - - - -	0.20
	Dexter, Atkins & Mint. Trustees	
	Lot No 5 in Block 180 in the City of Omaha - - - - -	0.20
	Atkins, Baker & McFarland Trustees	
	Lot No 6 and 8 in Block 180 in the City of Omaha - - - - -	0.40
	Atkins, Baker & McFarland Trustees	
	Lot 4 in Block 181. - - - - -	0.20
	Dexter, Atkins & Mint. Trustees	
	All Lots 1, 3 & 4 in Block 188 in the City of Omaha. Also a parcel of land adjoining said Lot 1 on the East, commencing at the N.E. corner of said Lot 1 in Block 188 aforesaid; thence South 132 feet to the N.E. corner of said Lot 1; thence East 20 feet; thence North 133 ft; thence East 20 feet; to place of beginning containing 2640 square feet - - - - -	0.46
	Atkins, Baker & McFarland Trustees	
	All Lots 2 and 3 in Block 188 in the City of Omaha - - - - -	0.40
	Atkins, Baker & McFarland Trustees	
	All of Lots 1-2 & 3 Block 189. South of Right of Way of the U.R.R. containing 1 1/2 of a regular City Lot - - - - -	0.32
	Atkins, Baker & McFarland Trustees	

Description -                          acres

All that portion of Lot 4 in Block 189 in the City of Omaha  
not included in a certain grant for Right of Way  
made to the Union Pacific Railroad Company by deed  
dated March 3, 1864, and recorded on the 21<sup>st</sup> day of  
the same month in Book 'P' of Deeds at Page 301.  
of the records of said Douglas County - - - - - 0.02

Atkins, Baker & McFarland Trustees

Part of Lot 2 (being 6534 sq. ft.) in Block 226 in the City of  
Omaha, according to the Recorded Plat thereof.  
Lots 7, 8, 9, 10 in Block 15 and fractional Block 17 in  
the Town of Millard - - - - - 0.33

Dexter, Atkins & Mink Trustees.

X Lots 7, 8, 9, 10 in Block 23 in the Town of Waterloo 0.75

Dexter, Atkins & Mink Trustees

Dodge County, Nebraska.

Lots 1 & 2 in Block C in the City of North Bend - - - - - } 1.42

Lots 5 in Block 53 in the City of North Bend, except the  
East 15 feet of lot? } 1.42

Dexter, Atkins & Mink Trustees }

Platte County, Nebraska.

City of Columbus.

- Trustees -

Lot 3 & 4 in Block 41.      0.40. Dexter, Atkins & Mink.

" 4 -	" 58	0.20	"	"
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" 3 & 4	" 59	0.40	"	"
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" 4 -	" 74	0.20	"	"
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Lot 3 -	" 80	0.20	"	"
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" 1 & 2	" 86 -	0.40	"	"
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" 8 -	" 100 -	0.20	"	"
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" 5 & 6	" 101 -	0.40	"	"
---------	---------	------	---	---

" 7 -	" 102 -	0.20	"	"
-------	---------	------	---	---

" 3 & 4	" 110 -	0.40	"	"
---------	---------	------	---	---

" 5 -	" 112 -	0.20	"	"
-------	---------	------	---	---

" 2 & 7	" 113 -	0.40	"	"
---------	---------	------	---	---

" 7 & 8	" 121 -	0.40	"	"
---------	---------	------	---	---

" 7 -	" 125 -	0.20	"	"
-------	---------	------	---	---

" 6 -	" 145 -	0.20	"	"
-------	---------	------	---	---

" 7 -	" 159 -	0.20	"	"
-------	---------	------	---	---

" 8 -	" 168 -	0.20	"	"
-------	---------	------	---	---

" 5 -	" 187 -	0.20	"	"
-------	---------	------	---	---

" 3 & 4	" 190 -	0.40	"	"
---------	---------	------	---	---

" 7-	" 195	- - - 0.20	" "	"
" 1-	" 199	- - - 0.20	" "	"
" 1-	" 209	- - - 0.20	" "	"
" 6-	" 211	- - - 0.20	" "	"
" 7.	" 224	- - - 0.20	" "	"
" 147	" 225	- - - 0.40	" "	"
" 2-	" 229	- - - 0.20	" "	"
" 6-	" 231	- - - 0.20	" "	"
" 3-5+6	" 232	- - - 0.60	" "	"
" 2-	" 234	- - - 0.20	" "	"
" 2-	" 259	- - - 0.20	" "	"

Out Lot 7. - - - - - 11.65

Δ E<sup>4</sup> of N<sup>4</sup> Sec 20-17-1 W. 7.75  
40.00

Hall County, Nebraska.

City of Grand Island.

Lots 5-6-7+8 in Block 39 - - - 0.80. Trustees Dexter, Atkins & Mink.

" 5-6-7+8	" 40	- - - 0.80	" "	"
" 5-6-7+8	" 41	- - - 0.80	" "	"
" 3-4-5+6	" 42	- - - 0.80	" "	"

First Addition to Grand Island

Trustee. Lot 7. in Block 105 -- 0.03

Buffalo County, Nebraska.

Kearney Junction.

Trustees

Lots 89, 602-719 - - - 0.040. Dexter, Atkins & Mink

Park) " 1398-1399-1400-1404-1405-1406-0.90

" 1477 - - - - - 0.15

Laramie County, Wyoming.

City of Cheyenne.

Fractional Lot No. 1. in Block 833. Also Lots 1-2 & 3 and frac.

Lots 4-5-6-7+8 in Block 834. Also Lots 1-2-3-4-5-6-7+8 in

Block 835. All in Section 32. T. 14 N. R. 66 W.; Also Lots

1-2-3-4-5-6-7+8 in Block 836; Also Lots No. 1-2-3-4-5-6-7+8

in Block 837; Also Lots No. 1-2-3-4-5-6-7+8 in Block 838;

Also Lots No. 1-2-3-4-5-6-7+8 in Block 839. All in Sections

32. T. 24 N. R. 66 W. as designated on the official Plat

of Townsite of said City of Cheyenne.

9.86

Atkins, Baker & McFarland - Trustees

Lot 22 in Block 122. City of Laramie 0.72

Dexter, Atkins & Mink - Trustees

Doda Lakes, near Laramie, Wyoming.

$\frac{1}{4} \text{ W. of N.W. of N.E.}$ $\frac{1}{4} \text{ N.W. of S.E. of N.E.}$ $\frac{1}{4} \text{ E. of N.W.}$ $\frac{1}{4} \text{ S. of N.W. of N.W.}$ $\frac{1}{4} \text{ N.E. of S.W. of N.W.}$	$\left. \begin{array}{l} \\ \\ \end{array} \right\}$ Sec. 4. T. 14 N. R. 75. W.  $\left. \begin{array}{l} \\ \\ \end{array} \right\}$ Sec. 5. T. 14 N. R. 75. W. $\left. \begin{array}{l} \\ \\ \end{array} \right\}$ Sec. 6. T. 14 N. R. 75. W. $\left. \begin{array}{l} \\ \\ \end{array} \right\}$ Sec. 33. T. 15 N. R. 75. W.
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Also all claim in and to other portions of Secs 4 & 5 T. 14 N. R. 75. W. and in and to other portion of Sec. 33. T. 15 N. R. 75. which may have been at any time vested in those through whom above property was obtained. 200.00

Dexter, Atkins & Mink Trustees.

Weber County Utah.

A part of Lot 6 in Block 4 in David Ogden Survey, beginning at the northwest corner of said Lot 6 and running thence South 20 rods; thence East 10 rods thence North  $2\frac{1}{2}$  rods; thence East 2 rods; thence North  $1\frac{1}{2}$  rods; thence West 12 rods to place of beginning. 147

Atkins, Dexter & Mink Trustees

Including also in this conveyance to said party of the sixth part any property and income acquired or received by the Receivers as Receivers in said several causes or any of them through the operation of said mortgaged premises, and any property acquired by the Receivers in the Ames Cause hereinafter mentioned for or appropriated by them to the use of the railroad and telegraph covered by said First Mortgage or necessary to the said railroad and telegraph line for running and operating the same, together with all the franchises, rights, functions, immunities and appurtenances belonging to said mortgaged premises.

It being the true intent and purpose hereof to convey to the party of the sixth part all property and premises directed by the said decrees to be sold whether the same are in this Indenture particularly described or not, subject however to the charge of the Receivers in respect thereof as set forth

in said decrees.

To Have and to Hold all and singular the above mentioned and described railroad, telegraph, rolling stock, franchises, and property of every kind and description hereby conveyed, or intended to be conveyed, unto the said Union Pacific Railroad Company party of the sixth part hereto, being the corporation organized and existing under and pursuant to the laws of the State of Utah, and to its successors and assigns forever, as fully and absolutely as the party of the first part may or ought by virtue of the said decrees to convey the same; Subject to and Saving, however, the right of the Government to have the preference at all times in the use, at fair and reasonable rates of compensation, to be paid to the party of the sixth part, not to exceed the amounts paid by private parties for the same kind of service of said telegraph line and railroad, for the transmission of despatchers over said telegraph line, and the transportation of mails, troops and munitions of war, supplies and public stores upon said railroad for the Government whenever required by any Department thereof;

And Subject to and Saving the title of The American Loan and Trust Company, as shown by the Equipment Trust Indenture of The Union Pacific Railway Company to the said The American Loan and Trust Company dated October 1<sup>st</sup> 1887. to the extent and so far as the indenture affects the portion of the equipment therin embraced which is adjudged in said decrees to pertain to said mortgaged premises, to the extent of the purchase money indebtedness in said decrees found to be outstanding therunder; And Subject to and Saving the lien of the Omaha Bridge Mortgage of The Union Pacific Railroad Company to John Edgar Thomson, John Pierpont Morgan and Elisha Atkins - as Trustees, dated the first day of April 1871. and the indenture supplemental thereto, dated the 2<sup>nd</sup> day of September 1871. and the lien of the Omaha Bridge Renewal Mortgage, executed by The Union Pacific Railway Company to the Central

Trust Company of New York, as trustee - dated the first day of October 1885, upon and in respect of the premises embraced in and covered by said Bridge Mortgages, and to the extent of the indebtedness thereby secured and in said decrees found to be outstanding and unpaid;

And subject also to the further express condition that the party hereto of the sixth part, its successor or assigns, shall as part consideration and purchase price of the property purchased and herein conveyed and in addition to the sums required by said decreees to be paid, and paid, take the same, and receive this deed therefor upon the express condition that it or its successors or assigns shall as provided in said decreees, pay, satisfy and discharge the obligations, liabilities and charges in said several decreees, specified as follows:

First. All the proper costs of said causes and of the expenses of the sale, therein decreed, including the compensation and necessary expenses of the Special Master appointed to make the sale.

Second:- Any unpaid compensation which has been or shall be allowed to the Receiver in said causes or their solicitor, and any unpaid indebtedness and liability of the Receiver incurred in the management and operation of the mortgaged premises since October 13-1893, which is either established or unquestioned at the time of the delivery of this Indenture.

Third:- The charges, compensation, allowances and disbursements of the complainants and any of the other parties to said causes, entitled thereto, their solicitors and counsel.

Fourth. A sum equivalent to interest at the rate of six per cent. per annum from the date of said decree, entered by the United States Circuit Court for the District of Nebraska, to a date of payment to be fixed by the Special Master upon the entire amount of First Mortgage bonds which has not been presented by the purchaser on account of his bid.

Fifth: The payment of all First Mortgage coupons and

accrued interest on matured First Mortgage bonds unpaid at the date of the entry of said decrees, to the amount of \$102,930. as found in article <sup>Eighth</sup> of said decrees, which shall not have been paid at the time of the delivery of the property to the purchaser.

Sixth. All unpaid indebtedness and obligations, if any such there be, which have been legally contracted or incurred by the Receivers, in said causes in the operation, or on account of, the property embraced in said First Mortgage of the Union Pacific Railroad Company at any time before the same shall be delivered to the purchaser or purchasers, and also any such unpaid compensation which has been or shall be allowed by the court to the receivers or their solicitors in the cause in which Oliver Ames, Second, Samuel Carr, and others, are complainants and The Union Pacific Railway Company and others are defendants, pending in said court and known as the Ames Cause, and all such unpaid indebtedness obligations and liabilities of the said receivers in said Ames Cause which shall have been allowed or legally contracted or incurred by the said receivers in the operation of said property embraced in said First Mortgage, and shall be properly chargeable to said property to the extent to which the revenues and assets in the hands of said receiver in said Ames Cause shall be insufficient to pay and discharge such compensation - indebtedness, obligations and liabilities in said cause.

Seventh.: Any indebtedness or liability contracted or incurred by The Union Pacific Railway Company or by the said Receivers in the said Ames Cause, in the operation of the property covered by and embraced in the said First Mortgage of November 1<sup>st</sup> 1865, prior to the appointment of the Receivers in the causes in which Dexter and Ames are complainants, which are prior in lien to said First Mortgage, and payment whereof was provided for by order of said Circuit Court for the District of Nebraska,

dated January 21<sup>st</sup> 1895, in said Cause, and which shall not, at the time of such delivery of possession have been paid or satisfied out of the income of the property in the hands of the Receivers, upon the Court adjudging the same to be prior in lien to said First Mortgage, and directing payment thereof; provided that suit be brought for the enforcement of such indebtedness or liability incurred by said Railway Company or Receivers within the period allowed by the Statute of Limitations applicable thereto, after such indebtedness or liability was contracted or arose; -

And subject, also to all other terms, conditions and reservations of each of the said several decrees of foreclosure and sale of the several decrees confirming the said sale entered in the United States Circuit Courts for the District of Nebraska, the Southern District of Iowa, the Districts of Wyoming, Colorado and Utah, respectively, whether in this Indenture expressly referred to or not, including the reservation of the said Courts to retake and resell the premises herein conveyed in case the party of the fifth part to this Indenture or its successors or assigns should fail to pay any sum required to be paid under the said decree within the time specified in said decree respectively after the entry of an order requiring such payment.

And this Indenture further witnesseth, That whereas in and by the said decrees of foreclosure and sale of the said railroad, franchises, property and premises hereinbefore, and in the said decree described, the said Receivers and the Receivers thereto appointed in the said Ames Cause was ordered and directed to make and deliver a sufficient deed conveying and assigning to the Purchaser or Purchasers at the said Master's Sale, and his or their assigns, all their right, title and interest 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 or operation of the premises covered by and embraced in said First Mortgage so far as the same shall be appurtenant to said premises: -

Now Therefore the said Receivers as aforesaid Parties of the second part hereto, for and in consideration of the promises and of the sums as aforesaid paid by the said purchasers, and of the assignment of the said bid by the said purchasers to the party of the sixth part hereto and in pursuance of the said decree of the said Courts respectively, have granted bargained, sold, assigned, transferred and conveyed, and by these presents do grant, bargain, sell, assign transfer and convey unto the said party of the sixth part to wit: Union Pacific Railroad Company the corporation organized as aforesaid under and pursuant to the laws of the State of Utah all their right, title and interest in, of, or to, any property vested or standing in their names, or to which they have acquired title or right as such Receivers in the management and operation of the premises covered by and embraced in the said First Mortgage, so far as the same may be appertaining to the said premises, and including any property and income acquired or received by the said Receivers as Receivers in the said cause through the operation of the mortgaged premises and any property acquired by the Receivers, in the said Ames Cause for, or appropriated by them to the uses of the railroad and telegraph covered by the said First Mortgage, or necessary to the said railroad and telegraph line for running and operating the same, as fully and absolutely as the said Receivers may or ought by virtue of the said decree to convey the same, subject, nevertheless, to all the debts, liabilities and obligations of the said Receivers as specified in the said decree;

To Have and to Hold all and singular the said property, real and personal, unto the said party of the sixth part hereto its successors and assigns forever.

And this Indenture further witnesseth that the said - S. Gordon Dexter and Oliver Ames, parties of the third part hereto, as Trustees under the said First Mortgage, dated November 1-1865, described in the said decree, in consideration of the sum-

ises and of the payment of the sums as aforesaid by  
 and of the assignment of the said bid by the said Purchaser,  
 to the party of the sixth part hereto, and in pursuance of the said decree and order  
 of the said Courts, respectively, have transferred and  
 released, and by these presents do transfer and re-  
 lease, to the said Union Pacific Railroad Company, party  
 of the sixth part hereto, its successors and assigns  
 forever, all the right, title and interest of the  
 said parties of the third part hereto in and to all  
 the property covered by the said First Mortgage, or  
 upon which the said First Mortgage is a lien,  
 as fully and absolutely as they may or ought by  
 virtue of the said decree to transfer and release  
 the same; To Have and to Hold all and singular  
 the said railroad, property and promises unto  
 the said party of the sixth part hereto, its successors  
 and assigns forever.

And the Indenture further witnesseth, that said  
 The Union Pacific Railway Company, party hereto  
 of the fourth part, for and in consideration of the  
 promises and in pursuance of the said decree  
 and orders of the said Courts respectively, has bargained  
 sold assigned, transferred conveyed and released  
 and by these presents does bargain, sell, assign,  
 transfer, convey and release unto the party here-  
 to of the sixth part, all the right, title and interest  
 of The Union Pacific Railway Company, party hereto of  
 the fourth part, in and to the said railroad, rights,  
 properties, functions, franchises, privileges, immuni-  
 ties, money and credits which by the said de-  
 crees were ordered to be sold, and all the property  
 described in the said decrees and therein ordered  
 to be sold and herein conveyed, assigned, transferred or  
 released by the parties of the first, second and third  
 parts, respectively, to this Indenture, as fully and abso-  
 lutely as the said party of the fourth part hereto  
 can or ought by virtue of the said decrees to convey  
 the same:

To Have and to Hold all and singular the said rail-  
 road, promises and property, real and personal, unto  
 the said party of the sixth part hereto, its successors and

assigns forever.

And this Indenture further witnesseth; that the said Louis Fitzgerald and Alvin W. Koch-Purchasing Trustees, being the purchasers at the said sale of the said railroad, property and promises herein conveyed by the said Special Master under the said decrees of foreclosure, having assigned, transferred and set over, as hereinbefore recited, unto the party of the sixth part their said bid and their right to receive conveyance of the railroad, franchises and other property purchased, and all their other rights under the said decrees, or by virtue of their said bid and purchase, do hereby join in the execution of this Indenture for the purpose of releasing and confirming, and they do hereby release and confirm unto the said Union Pacific Railroad Company, party hereto of the sixth part, and its successors and assigns forever all of their right, title and interest in and to the property and promises in this Indenture conveyed and each and every part thereof.

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

In order to facilitate the recording hereof, twenty-five originals of this Indenture have been executed, acknowledged and delivered by the respective parties, all or any one or more of which may be recorded, and each of which, when executed, acknowledged and delivered, shall be deemed an original and all collectively but one instrument.

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

William D. Cornish

Special Master.

S. H. H. Clark seal  
 Oliver W. Minck - 3  
 E. Ellery Anderson 3 } as Receivers  
 J. W. Doane 3  
 F. R. Boudent 3

J. Gordon Dexter - 3 } as Trustee  
 Oliver Ames - 3

Louis Fitzgerald 3 } Purchasing  
 Alvin W. Krich 3 } Trustees

The Union Pacific Railway Company.  
 By S. H. H. Clark. President  
 Attest. Alex Millar. Secretary.

Union Pacific Railroad Company  
 By Horace G. Burt. President  
 Attest: Alex Millar - Secretary.

Digned, sealed and delivered by -  
 William D. Cornish, Oliver W. Minck, E. Ellery  
 Anderson, Frederic R. Boudent, John  
 W. Doane, Louis Fitzgerald and  
 Alvin W. Krich in the presence of } Lawrence Greer.  
 Edward Van Dingen.

By S. H. H. Clark in the presence of } I. M. Orr  
 J. C. Davis  
 Lawrence Greer  
 Edward Van Dingen.

By S. H. H. Clark. President on behalf of  
 the Union Pacific Railway Company } I. M. Orr  
 in the presence of. J. C. Davis.

By Alex. Millar - Secretary, on behalf of  
 the Union Pacific Railway Company } Lawrence Greer.  
 in the presence of. Edward Van Dingen.

By Horace G. Burt, President, and Alex. Millar - Secretary on behalf of Union-Pacific Railroad Company, in the presence of } Lawrence Greer.  
 Edward Van Dingen.



State of New York  
City and County of New York

ss. I, Edward Van Dingen, Notary  
Public, in and for the State  
and County aforesaid, do hereby

certify that William T. Cornish, Special Master appointed by the United States Circuit Court for the District of Nebraska, the Southern District of Iowa, 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 22d day of January 1898 and who is personally known to me <sup>and known to me</sup> to be the same person who executed the same, has this day personally appeared before me, the subscriber, and has duly acknowledged the same before me in my State and County aforesaid to be his voluntary act and deed, and duly acknowledged that he executed the same as his free and voluntary act and deed 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 25<sup>th</sup>  
day of January, in the year one thousand eight hundred and ninety-eight.

My commission expires March 30<sup>th</sup> 1899.



Edward Van Dingen

Notary Public for the City and County  
of New York, State of New York.

State of New York  
County of New York

ss. I, William Dohner, Clerk of the  
County of New York, and also Clerk

of the Supreme Court, for the said County, the said Court being a Court of Record having a seal, do hereby certify that Edward Van Dingen, before and by whom the foregoing acknowledgment was taken, was at the time of taking the same a Notary Public residing in said County and was duly authorized by the law of the said State to take and certify acknowledgments or proofs of deeds of land in said State, and that said conveyance and

the said acknowledgments thereof are in due form of law, and that said deed is executed and acknowledged according to the law of the State of New York. And further, that I am well acquainted with the handwriting of said Edward Van Duzen Notary Public, and that I verily believe the signature to said certificate of acknowledgment is genuine.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the said County and County the 26<sup>th</sup> day of January, 1898.

Wm. Bohmer  
Clerk.



State of New York.

City and County of New York. }<sup>ss.</sup> I, Edward Van Duzen, a Notary Public, in and for the State and County aforesaid, do hereby certify that Oliver W. Mink E. Ellery Anderson, Frederic R. Boudert and John W. Doane Receivers appointed by the United States Circuit Courts for the District of Nebraska, the Southern District of Iowa, the Districts 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 22<sup>nd</sup> day of January, 1898, 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 subscriber, and have 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 26<sup>th</sup> day of January in the year one thousand eight hundred and ninety-eight. My Commission Expires March 30<sup>th</sup> 1899.

Edward Van Duzen.



Notary Public for the City and County of New York, State of New York.

State of New York }  
 County of New York }  
 I, William Johnner, Clerk of the  
 County of New York, and also Clerk  
 of the Supreme Court for the  
 said County, the said Court being a court of Record  
 having a seal, do hereby certify that Edward Van Dusen  
 before and by whom the foregoing acknowledgment  
 was taken, was at the time of taking the same a  
 Notary Public residing in said County, and was  
 duly authorized by the laws of the said State to  
 take and certify acknowledgments or proofs of  
 deeds of land in said State, and that said con-  
 veyance and the said acknowledgment thereof are  
 in due form of law, and that said deed is execut-  
 ed and acknowledged according to the law of the  
 State of New York.

And further, that I am well acquainted with  
 the handwriting of said Edward Van Dusen, Notary  
 Public, and that I verily believe the signature to  
 said certificate of acknowledgment is genuine.

The witness whereof, I have hereunto set my hand  
 and affixed the seal of the said Court and County  
 the 26 day of January 1898.

Wm. Johnner

Clerk.

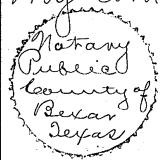


State of Texas }  
 County of Bexar }  
 I, J. C. Davis, a Notary Public, in and  
 for the State and County aforesaid,  
 do hereby certify that Silas H. Clark, one of the receivers  
 appointed by the United States Circuit Court for the  
 District of Nebraska, Southern District of Iowa, the Districts  
 of Wyoming, Colorado and Utah, in the causes in the  
 foregoing deed of conveyance mentioned and whose  
 name is signed to the foregoing deed of conveyance  
 or writing, bearing date on the 2<sup>d</sup> day of January  
 1898, 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 subscriber,  
 and has duly acknowledged the same before me  
 in my State and County aforesaid to be his voluntary  
 act and deed and duly acknowledged that he

executed the same as his free and voluntary act and deed, 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 22 day of January, in the year one thousand eight hundred and ninety-eight

My Commission expires June 29<sup>th</sup> 1899.



J. C. Davis

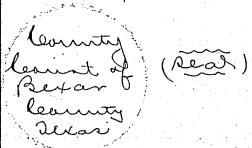
Notary Public.

for the State & County aforesaid.

The State of Texas }  
County of Bexar } ss. I, Thad. W. Smith, Clerk of the County Court in and for said County and State, which Court is a Court of Record having a seal, do hereby certify that J. C. Davis, Notary Public, by and before whom the foregoing acknowledged was taken was at the time of taking the same, a Notary Public residing in said County, and was duly authorized by the laws of the said State to take and certify acknowledgments or proof of deeds of land in said State and that said conveyance and the acknowledgment thereof are in due form of law, and that said deed is executed and acknowledged, according to the law of said State of Texas, and further, that I am well acquainted with the handwriting of said J. C. Davis, Notary Public, and that I verily believe the signature to said certificate and acknowledgment is genuine.

In testimony whereof I have hereunto set my hand and affixed the seal of the said County this 2nd day of January.

A.D. 1898.



Thad. W. Smith

County Clerk, Bexar County, Texas

By Deputy.

State of New York.

City and County of New York } ss. I, Edward Van Duren, Notary Public in and for said State and County, do hereby certify that F. Gordon Lester and Oliver Ormes, parties named in and whose names

are subscribed to the foregoing Deed of conveyance or writing bearing date the 22<sup>nd</sup> day of January 1898 - and who are personally known to me and known to me to be the same persons who executed the same as Trustees as described in the foregoing conveyance, have this day personally appeared before me as such Notary Public and severally acknowledged the same before me to be their free act and deed, and severally duly acknowledged to me that they executed the same as Trustees, as aforesaid as their free and voluntary act and deed for the uses, purposes and considerations therein expressed and mentioned to the end that the same might be recorded.

Given under my hand and Official Seal this 26<sup>th</sup> day of January, 1898. My Commission expires March 30<sup>th</sup> 1899.



State of New York.  
County of New York. ss.

Edward Van Duzen.

Notary Public for the City and  
County of New York, State of New York.

I, William Dohmen, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the said Clerk being a Clerk of Record having a seal, do hereby certify that Edward Van Duzen, before and by whom the foregoing acknowledgment was taken, was at the time of taking the same a Notary Public, residing in said County and was duly authorized by the law of the said State to take and certify acknowledgments or proofs of deeds of land in said State, and that said Conveyance and the said acknowledgment thereof are in due form of law, and that said deed is executed and acknowledged according to the law of the State of New York.

And further, that I am well acquainted with the handwriting of said Edward Van Duzen, Notary Public, and that I verily believe the signature to said certificate of acknowledgment is genuine.

In Witness Whereof, I have hereunto set my hand,

and affixed the seal of the said Court and County  
the 26<sup>th</sup> day of January 1898.

Wm Bohmer.

Notary.



State of Texas }  
County of Bexar } ss. I, J. L. Davis, a 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 ap-  
peared before me S. H. H. Black, 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 acknowledged the same as his own free  
and voluntary act and deed, and at the free and  
voluntary act and deed of the said Company.  
And the said S. H. H. Black, 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  
it was so affixed by order of the Board of Directors  
of the said Company, and that the said S. H. H. Black,  
Signed the name of said Company and his own  
name thereto as President by like order of said  
Board of Directors; and that the said instrument  
was signed, sealed and acknowledged for the  
use and purpose therein set forth, and to the  
end that the same might be duly recorded.

Given under my hand and official seal this  
26<sup>th</sup> day of January A.D. 1898.

My commission expires June 29<sup>th</sup> 1899.



J. L. Davis

Notary Public for the County  
and State aforesaid.

The State of Texas

County of Bexar } ss. I, J. L. Davis, Clerk of the County  
Court in and for said County and State  
which Court is a Court of Record having a seal, do

hereby certify that F. L. Davis, Notary Public, by and before whom the foregoing acknowledgment was taken, was at the time of taking the same a Notary Public residing in said County, and was duly authorized by the laws of the said State to take and certify acknowledgments or proofs of deeds of land in said State, and that said conveyance and the acknowledgment thereof are in due form of law, and that said deed is executed and acknowledged according to the law of said State of Texas, and further, that I am well acquainted with the handwriting of said F. L. Davis, Notary Public and that I verily believe the signature to said certificate of acknowledgment is genuine.

In testimony whereof, I have hereunto set my hand and affixed the seal of the said County this 2<sup>nd</sup> day of January A.D. 1898.



(Seal)

Thad. W. Smith  
County Clerk, Bexar County, Texas.  
By - Deputy -

State of New York

City and County of New York } I, Edward Van Dingen, 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 Millar, 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 acknowledged 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 Millar 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 it was so affixed by order of the Board of Directors of the said Company, and that J. H. Clark

signed the name of said Company and his own name thereto as President, and the said Alex Millar signed his name thereto as Secretary by like order of said Board of Directors; and that the said instrument was signed, sealed and acknowledged for the use and purposes therein set forth, and to the end that the same might be duly recorded.

Given under my hand and official Seal this 25<sup>th</sup> day of January, A.D. 1898.

My Commission expires March 30<sup>th</sup> 1899.

Edward Van Dingen.

Notary Public for the City and County of New York, State of New York

State of New York

County of New York. }  
I, William Dohner, Clerk of the County of New York, and also Clerk of the Supreme Court for the said County, the said Court being a Court of Record having a seal, do hereby certify that Edward Van Dingen, before and by whom the foregoing Acknowledgment was taken, was at the time of taking the same a Notary Public residing in said County and was duly authorized by the laws of the said State to take and certify acknowledgments or proofs of deeds of land in said State, and that said conveyance and the said acknowledgment thereof are in due form of law, and that said deed is executed and acknowledged according to the law of the State of New York.

And further, that I am well acquainted with the handwriting of said Edward Van Dingen, Notary Public and that I firmly believe the signature to said certificate of acknowledgment is genuine.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the said County the 26<sup>th</sup> day of January, 1898.

W<sup>m</sup>. Dohner.

Clerk.

State of New York.

City and County of New York. }  
I, Edward Van Dingen, a Notary

Public in and for the State and County aforesaid, do hereby certify that Louis Fitzgerald and Alvin W. Kuech, named in, and whose names are signed to the foregoing deed of conveyance or writing above, bearing date on the 23<sup>d</sup> day of January, 1898, 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 subscriber, and have severally acknowledged the same before me, in my State and County aforesaid to be their act and deed, and severally duly acknowledged that they executed the same as their free and voluntary act and deed for the uses, considerations and purposes therein expressed and mentioned, to the end that the same might be recorded as such.

Given under my hand and Official seal this 26<sup>th</sup> day of January, in the year one thousand eight hundred and ninety-eight.

My commission expires March 30<sup>th</sup>, 1899.



State of New York.

County of New York } ss. I, William Dohner, Clerk of the  
County of New York, and also  
Book of the Supreme Court for the said County,  
the said Court being a Court of Record having  
a seal, Do hereby certify that Edward Van Ingen, before and by whom the foregoing acknowledgment  
was taken, was at the time of taking the same a  
Notary Public residing in said County, and was  
duly authorized by the law of the said State to  
take and certify acknowledgments or proofs of  
deeds of land in said State, and that said con-  
veyance and the said acknowledgment thereof are  
in due form of law, and that said deed is ex-  
ecuted and acknowledged according to the law of  
the State of New York.

And further that I am well acquainted with  
the handwriting of said Edward Van Ingen, Notary Public

and that I verily believe the signature to said certificate of acknowledgement is genuine.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the said court and County the 26 day of January - 1898.

Wm. Schmer  
Clerk.



State of New York

City and County of New York. } ss. I Edward Van Ingen, Notary Public, in and for the said

City and County, in the State aforesaid, duly commissioned and sworn as such officer, do hereby certify that there personally appeared before me Horace G. Bust, the President and Alex Millar, the Secretary of Union Pacific Railroad Company, party of the Sixth 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 acknowledged 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 Horace G. Bust and Alex Millar 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 it was so affixed by order of the Board of Directors of the said Company; and that the said Horace G. Bust signed the name of said Company and his own name thereto as President, and the said Alex Millar signed his name thereto as Secretary, by like order of said Board of Directors; and that the said instrument was signed, sealed and acknowledged 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 25<sup>th</sup> day of January A.D. 1898,

My commission expires March 30<sup>th</sup> 1899.



Edward Van Dingen  
Notary Public for the City & County of  
New York, State of New York.

State of New York }  
County of New York { ss. I, William Dohner, Clerk of the  
County of New York, and also Clerk  
of the Supreme Court for the said County, the said  
Court being a Court of Record having a seal, do hereby  
certify that Edward Van Dingen before and by whom the  
foregoing acknowledgment was taken, was at the time  
of taking the same, a Notary Public, residing in said  
County, and was duly authorized by the law of the  
said State to take and certify acknowledgments or  
proofs of deeds of land in said State, and that said  
conveyance and the said acknowledgment thereof are  
in due form of law, and that said deed is executed  
and acknowledged according to the law of the State  
of New York.

And further, that I am well acquainted with  
the handwriting of said Edward Van Dingen, Notary Public,  
and that I verily believe the signature to said cer-  
tificate of acknowledgment is genuine.

In Witness Whereof, I have hereunto set my hand and  
affixed the seal of the said Court and County the 26  
day of January - 1898.



W<sup>m</sup>. Dohner  
Clerk.

Entered in Numerical Index  
And Recorded January 31<sup>st</sup> }  
A.D. 1898. at  $\frac{4}{5}$  o'clock P.M. }  
M.R. COMPARED. Thomas S. Crocker  
Register of Deeds

The United States

To

Oliver P. Hubford

To all to whom these presents shall come  
greeting;

Certificate ) where as Oliver P. Hubford  
No. 1621 ) of Douglas County Nebraska  
has deposited in the general Land office of the United States  
a certificate of the register of the land office at Omaha whereby  
it appears that full payment has been made by the  
said Oliver P. Hubford according to the provisions