

DEED RECORD

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mit B Ball

Filed for record the 10 day of Nov
A.D. 1887. at 10 o'clock A.M.

Deed Record.

[Signature]

FORM 72

No. 1029

LAND DEPARTMENT

UNION PACIFIC RAILROAD COMPANY

Know all Men by these Presents, That the UNION PACIFIC RAILROAD COMPANY, in consideration of the sum of 72 ¹⁰⁰ DOLLARS of the county of

to it paid by Daniel B Ball in the state of Nebraska the receipt of which is hereby acknowledged, doth hereby

Grant, Bargain, Sell and Convey unto the said Daniel B Ball

the following described real estate, situate, lying and being in the county of Sauvies and in the state of

Nebraska, and described as follows, to-wit:

The South East quarter of Section 40
Thirty five 35th Township No Seven (17) North Range

No Seven (7) East of the 6th Principal Meridian containing
according to the United States survey thereof One hundred and sixty acres
being the same premises contracted to be sold to said Daniel B Ball
by said Union Pacific Railroad Company by contracts No 598 599 600 & 601
executed the 30th day of August A.D. 1869 in pursuance and fulfillment of which said
contracts this conveyance is made and executed Also the West half of Section No Three
(3) in Township No Sixteen (16) North Range No Seven (7) East of the 6th Principal Meridian

Containing, according to the United States survey thereof Three hundred four ¹⁸/₁₀₀ acres,

being the same premises contracted to be sold to Rollin C. Smith by said

UNION PACIFIC RAILROAD COMPANY by contract No. 612 613 614 615 616 617 618 & 619

executed the first day of September A.D. 1869 in pursuance and fulfillment of which said contract

this conveyance is made and executed said contracts having been assigned by said

Rollin C Smith to said Daniel B Ball

Reserving, However, To the said UNION PACIFIC RAILROAD 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 centre 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 centre line of said road, and parallel therewith in all cases in which such fence is required by law or may be required by said Company.

He To Have and to Hold the said premises with all the rights and appurtenances thereunto belonging, unto the said grantee 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 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, his heirs, and assigns forever against the lawful claims of all persons whomsoever.

Excepting, However, all taxes and assessments levied upon said premises since

SAUNDERS COUNTY, NEB.

And Whereas, said Union Pacific Railroad Company did, on the sixteenth day of April, A.D. 1867, execute and deliver to Cyrus H. McCormick, 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 Saunders county, in the state of Nebraska, wherein said company conveyed to said Cyrus H. McCormick and John Duff, as trustees for the uses and purposes therein mentioned, among others the lands hereinbefore described; and whereas the said Cyrus H. McCormick did, on the twenty-eighth day of June, A.D. 1873, by a proper instrument of writing to that effect, resign his place as trustee under said mortgage deed, which resignation was, on the fifteenth 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 fifteenth day of October, A.D. 1873, Frederick L. Ames, of Easton, in the state of Massachusetts, was duly nominated by the remaining trustee, John Duff, as successor to said Cyrus H. McCormick, 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 thereafter become vested with the same estates, 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 Union Pacific Railroad Company, with the consent of the said Frederick L. Ames and John Duff, ~~as such trustees~~, have sold and conveyed the real estate hereinbefore described unto the said

Daniel B Ball for and in consideration of the sum of Two thousand sixteen and 72/100 Dollars, to it in hand paid by the said Daniel B Ball which said sum of money has been paid us by said company in our capacity as Trustees aforesaid for the uses and purposes in said mortgage deed mentioned.

Now Therefore, Know all Men by these Presents, That we, the said Frederick L. Ames and John Duff, as trustees in the aforesaid mortgage deed, and in consideration of the aforesaid premises and payment of said sum of Two thousand sixteen and 72/100 Dollars, to us by said company for the uses and purposes aforesaid do hereby Remise, Release, and forever Quit-Claim unto the said Daniel B Ball the real estate described aforesaid, to be held by them free and exempt from all liens, incumbrances and charges of said mortgage deed, but subject, however, to all the reservations and conditions hereinbefore contained.

IN PRESENCE OF

Frank D Butrick

Deed

Countersigned Davis Land Agent.

Auditor.

In Witness Whereof, the said grantor, the Union Pacific Railroad Company, hath caused these presents to be sealed with its corporate seal, and to be signed by its _____ president and treasurer, and countersigned by its land agent and its auditor, and the said trustees have hereunto set their hands this twenty third day of December A.D. 1873

John Duff Vice President.
B. H. Rollins Treasurer.
John Duff Trustees.
Fred L Ames

State of Massachusetts, } ss.
COUNTY OF SUFFOLK.

Be it Remembered, That on this twenty third day of December A.D. 1873 before me, a notary public in and for said county, appeared the Union Pacific Railroad Company by John Duff Vice president, and B. H. Rollins its treasurer, who are personally known to me to be the identical persons whose names are subscribed to the foregoing instrument as said Vice president and treasurer, and then and there acknowledged the execution and sealing 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 L. Ames and John Duff, known to me to be the trustees described in and who executed the foregoing instrument, and severally acknowledged before me that they executed the same as trustees as aforesaid, and for the uses and purposes therein set forth.

In Witness Whereof, I have hereunto set my hand and official seal this twenty third day of December A.D. 1873, at the city of Boston, in said county and state.

Seal

John C. Duff Notary Public.