

# LAND 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 existing by the consolidation of the KANSAS 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 acts 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 24th, 1880), in consideration of the sum of

to it paid by James H. McCormick 100 DOLLARS, in the State of Nebraska of the County of Franklin the receipt of which is hereby acknowledged, doth hereby Grant, Bargain, Sell and Convey, unto the said following described Real Estate, situate, lying and being in the County of Franklin and in the State of Nebraska, and described as follows, to wit:

The South half of the South East quarter  
of Section No. 14 in Township No. 14 North, of Range No. 15 East of the 6th Principal Meridian, containing according to the United States Survey thereof 160 Acres, more or less; being the same premises contracted to be sold by the UNION PACIFIC RAIL COMPANY, by contract No. 4545 executed the 23rd day of November A. D., 1880, in pursuance and fulfilment 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 line drawn parallel with, and 100 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, James H. McCormick, 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 100 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 thereunto belonging, unto the said grantee, James H. McCormick, 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, James H. McCormick, heirs and assigns forever against the lawful claims of all persons whomsoever.

**Excepting, However,** all taxes and assessments levied upon the said premises since the date of the grant

**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 Franklin 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 the 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 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 John Duff did, on the fourteenth day of February, A. D., 1877, by a proper instrument of writing to that effect, resign his place as Trustee under said Mortgage Deed, which resignation was, on the fourteenth day of February, A. D., 1877, accepted by the UNION PACIFIC RAILROAD COMPANY, by the Executive Committee of its Board of Directors, at a meeting thereof held on that day in the City of Boston, and State of Massachusetts; AND WHEREAS, no nomination of a successor to fill the vacancy caused by the resignation of said John Duff having been made, the said Frederick L. Ames became, and now is 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 described, unto the said

for and in consideration of the sum of 100 DOLLARS, to it in hand paid by the said James H. McCormick 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 H. McCormick and said John Duff, Trustees, for the uses and purposes in said Mortgage Deed mentioned:

**Now, Therefore, KNOW ALL MEN BY THESE PRESENTS,** That I, the said Frederick L. Ames, remaining Trustee in the aforesaid Mortgage Deed, in consideration of the aforesaid premises and payment as aforesaid of said sum of 100 DOLLARS so paid by said Company to said Trust fund, of which I am the remaining Trustee, for the uses and purposes aforesaid, do hereby REMISE, RELEASE and forever QUIT-CLAIM unto the said

the Real Estate described aforesaid, to be held by James H. McCormick 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**

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 President and Treasurer, and countersigned by its Land Commissioner and its Auditor, and the said Frederick L. Ames, Trustee, has hereunto set his hand this 23rd day of November A. D. 1880

*James H. McCormick*  
Seal

James H. McCormick President.  
John Duff Treasurer.  
Frederick L. Ames Trustee.

COUNTERSIGNED.

Land Com.

Auditor.

of the 6th

COMPANY, by contract No. 416, 575 Acres, more or less, executed the 0301

11-12-1909 A. D., 1899, in pursuance and fulfilment of which said contract this conveyance is made and executed day of

**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 200 hundred feet on each side distant from, the center line of its road, as now constructed, and any greater width when necessary 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, \_\_\_\_\_ 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 \_\_\_\_\_ 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 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, \_\_\_\_\_ heirs and assigns forever against the lawful claims of all persons whomsoever.

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

**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

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 the 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 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 John Duff did, on the fourteenth day of February, A. D., 1877, by a proper instrument of writing to that effect, resign his place as Trustee under said Mortgage Deed, which resignation was, on the fourth day of February, A. D., 1877, accepted by the UNION PACIFIC RAILROAD COMPANY, by the Executive Committee of its Board of Directors, at a meeting thereof held on that day in the City of Boston, and State of Massachusetts; AND WHEREAS, no nomination of a successor to fill the vacancy caused by the resignation of said John Duff having been made, the said Frederick L. Ames became, and now is the sole Trustee; AND WHEREAS, the said UNION PACIFIC RAILROAD 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 described, unto

the said

DOLLARS,

for and in consideration of the sum of

STATE OF MASSACHUSETTS,

COUNTY OF SUFFOLK.

BE IT REMEMBERED, That on this

day of

A. D., 1885, before me, a N

Public in and for said County, appeared the UNION PACIFIC RAILWAY COMPANY by CHAS. F. ADAMS its President, and HENRY McFARLAND, its Treasurer, who are personally known to me to be the ide persons whose names are subscribed to the foregoing instrument as said President and Treasurer, and then and acknowledged the execution and sealing of said instrument to be their voluntary act and deed, and the volunta and deed of said Company. And on the same day, likewise, personally appeared the above named FREDERICI AMES, known to me to be the Trustee described in and who executed the foregoing instrument, and acknowle before me that he executed the same as Trustee as aforesaid, and for the uses and purposes therein set forth, and the execution thereof was his voluntary act and deed.

In Witness Whereof, I have hereunto set my hand and official seal this

day of

A. D. 1885, at the City of Boston, in said County and State.

Notary Public

RECEIVED for Record, the

day of

A. D. 1885, at

M., and recorded in Book

of Deeds, Page

County Clerk

County