

hundred and 91.

In Presence of }
 Mrs L. Badger }

Henry Osterman
 Therese Osterman

The State of Nebraska, }
 Washington County, }
 On this 13th day of November A.D. 1891, before
 me a Notary Public in and for said County,
 personally came the above named Henry Osterman and Therese Osterman
 (his wife) who are personally known to me to be the identical
 person whose names affixed to the above Deed as grantor
 and acknowledged the instrument to be their voluntary act and deed.
 Witnesses my hand and Notarial Seal the date aforesaid.



Mrs L. Badger
 Notary Public

Warranty Deed
 Union Pacific Railroad Company
 Phillip Ryan

Filed June 23^d A.D. 1893 @ 11.11 AM
 Chris. Nathmann C. Clerk.

No. 1202. Land Department of the Union Pacific
 Railroad Company.

Know all Men by these Presents, that the Union
 Pacific Railroad Company, in consideration of the sum
 of Three Hundred ⁰⁰/₁₀₀ Dollars, to it paid by Phillip Ryan
 of the County of Washington in the State of Nebraska, the receipt of
 which is hereby acknowledged, doth hereby Grant, Bargain, Sell and
 Convey unto the said Phillip Ryan the following described Real Estate
 situate, lying and being in the County of Washington and in the
 State of Nebraska, and described as follows, to-wit: The North East quarter
 of the South West quarter of Section No. Three (3) in Township No. Seventeen
 (17) North Range No. Nine (9), East of the 6th Principal Meridian
 containing, according to the United States survey thereof Forty ⁰⁰/₁₀₀ Acres, Being
 the same premises contracted to be sold to said Phillip Ryan by said
 Union Pacific Railroad Company by contract No 1166, executed the tenth day of
 January A.D. 1890 in pursuance and fulfillment of which said contract this
 conveyance is made and executed.

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 center line
 of its road, as now constructed, and any greater width when necessary, per-
 manently to include all their cuts, embankments and ditches and other works
 necessary to secure and protect their main lines.

This conveyance is also upon the condition that the grantee herein, his heirs,
 administrators and assigns, shall erect and maintain a lawful fence between
 that portion of the premises hereby conveyed adjoining the road of said
 Company, (if any such there be), and the road of said Company upon a line one
 hundred feet distant from the center line of said 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 therunto belonging, unto the said grantee his heirs and assigns forever, and the said grantor doth hereby covenant with the said grantee, that at the making of this instrument it is well seized of the said premises as of a good and undevisable 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. And whereas, said Union Pacific Railroad Company did, on the sixteenth day of April, A.D. 1867, execute and deliver to Cyrus H. M^{rs} Cornick, 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 Washington County, in the State of Nebraska, wherein said Company conveyed to ^{said} Cyrus H. M^{rs} Cornick and John Duff, as Trustees for the use and purposes therein mentioned, among others the lands herein before described, and whereas the said Cyrus H. M^{rs} Cornick 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 Boston, in the State of Massachusetts, was duly nominated by the remaining Trustee, John Duff, as successor to Cyrus H. M^{rs} Cornick, which nomination was, on the same day, approved by the Board of Directors of said Union Pacific Railroad Company; and whereas by such nomination and approval said Frederick L Ames did 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, have sold and conveyed the Real Estate hereinbefore described unto the said Phillips Ryan for and in consideration of the sum Three hundred ^{two} Dollars, to it in hand paid by the said Phillip Ryan which said sum of money has been paid us by said Company in our capacity as Trustees aforesaid for the use 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 Three Hundred, ⁰⁰/₁₀₀ Dollars, to us by said Company for the uses and purposes aforesaid do hereby Remise, Release, and forever Quit Claim unto the said Phillip Ryan 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 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 the said Trustees have hereunto set their hands this twenty third day of December A.D. 1873.

In Presence of
Frank L. Buttrick }

Countersigned:
O. F. Morris
Land Agent

John Duff Vice President.
E. H. Rollins Treasurer.



John Duff } Trustees.
Fred. L. Ames }

State of Massachusetts, }
County of Suffolk, }th 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, its Vice-President, and E. 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.



John R. Duff
Notary Public.

Warranty Deed
Mohaka M^o Kercher
Mary Pyle
Filed June 24th 1873 0 2nd 04.
Chris Rathmann Co. Clerk.

Know all Men by these Presents, That I Mohaka M.
Kercher of Herman, Neb. in consideration of One
Hundred & seventy five (175) Dollars, in hand paid, do
hereby Grant, Bargain, Sell, Convey and Confirm, unto
Mary Pyle (widow) of the same place the following

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