

miss William Rush and Adaline Rush his wife who are personally known to me to be the identical persons whose names are affixed to the above Deed as grantors and they severally acknowledged the instrument to be their voluntary act and deed, the said William Rush appearing by his Attorney in fact Herman Kuntz who acknowledged said instrument to be his voluntary act and deed as Attorney in fact as well as the voluntary act and deed of his constituent said William Rush.

Witness my hand and Notarial Seal the date aforesaid.  
 Recorded Febry 13<sup>th</sup> AD  
 1870 at 12 O'clock M

(H)  
 J. H. Errols  
 County Clerk

Byron Reed  
 Notary Public

Union Pacific Railroad Co. & Logan et al.

No 159  
 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 Two Thousand Two Dollars to it paid by John H. Logan and James A. Logan of the County of Douglas in the State of Nebraska the receipt of which is hereby acknowledged do the hereby grant, bargain sell and convey unto the said John H. Logan and James A. Logan the following described Real Estate situate lying and being in the County of Douglas and State of Nebraska and described as follows to wit:  
 The South West Quarter of the South East Quarter of Section Number Nine (9) and the West half of the North East Quarter and West half of the South East Quarter of Section Number Fifteen (15) in Township number Fifteen (15) North Range number Ten (10) East of the 6<sup>th</sup> P.M. containing according to the United States survey thereof Two Hundred 200 7/8 Acres. 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 track as now constructed, and any greater widths when necessary for and 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 or boundary not  
 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 thereto belonging unto the said  
 Grantor his heirs and assigns forever, and the said Grantor  
 doth hereby covenant with the said Grantor, 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 I will warrant and defend  
 the title to said premises unto the said Grantor his  
 heirs and assigns forever against the lawful claims  
 of all persons whatsoever. 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 Douglas County in the State of Nebraska wherein  
 said Company conveyed to said Cyrus H. McCormick  
 and John Duff as Trustees for the use and purposes  
 therein mentioned among others the lands hereinafter  
 described and whereas the said Union Pacific Railroad  
 Company with the consent of the said Cyrus H. McCormick  
 and John Duff have sold and conveyed unto the  
 said John H. Logan and James A. Logan the Real  
 Estate hereinafter described for and in consideration  
 of the sum of Two Thousand two Dollars to it in hand  
 paid by the said John H. Logan and James A. Logan  
 which said sum of money has been due 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  
 in the said Cyrus H. McCormick 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 two Dollars to us by  
 said Company for the use and purposes aforesaid  
 do hereby remise release and forever quit claim unto  
 the said John H. Logan and James A. Logan 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

provisions and conditions hereinafter contained.  
In witness whereof the said Grantor the Union Pacific  
Railroad Company hath caused three papers 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 Fifteenth day of December A.D. 1869

In presence of  
John R. Duff

Countersigned  
O. F. Davis  
Land Agent

(LS)

Olinus Ames President  
John M. S. Williams Treasurer  
W. M. Cormick Trustee  
John Duff

In Rec<sup>d</sup> 27<sup>th</sup> 1869

State of Massachusetts }  
County of Suffolk } 33

Do it remembered that on this  
Twenty first day of January A.D. 1870 before me a Notary  
Public in and for said County appeared the Union  
Pacific Railroad Company by Olinus Ames its President  
and John M. S. Williams its Treasurer who are personally  
known to me to be the identical persons whose names  
are subscribed to the foregoing instrument as said  
President and Treasurer and they and they 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 Cyrus H. McCormick  
and John Duff known to me to be the Trustees described  
in 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 first day of January A.D. 1870  
at the City of Boston in said County and State.

Recorded Feb 12<sup>th</sup> A.D.  
1870 at 12 1/2 O'clock P.M.

(LS)  
Thos. Smith  
County Clerk

John R. Duff  
Notary Public

Thornell & Moynihan.

This Indenture made this Twelfth  
day of February in the year our thousand eight hundred  
and seventy between Andrew B. Thornell of Tabor Iowa  
of the first part and Patrick Moynihan of Omaha  
Nebraska of the second part. Witnesseth that the said  
Andrew B. Thornell by his Attorney in fact Rollin C. Smith  
acting in virtue of a certain Letter of Attorney under