

ORIGINAL COUNTERPART NO.

FRANCIS KRULL, Special Master, and others



to
THE WESTERN PACIFIC RAILROAD
COMPANY

Dated July 5, 1916



INDENTURE, made the.....day of July, 1916,
between

FRANCIS KRULL, as Special Master appointed as hereinafter stated (herein called the "Special Master"), party of the first part,

WESTERN PACIFIC RAILWAY COMPANY, a corporation of the State of California (hereinafter called the "Railway"), party of the second part,

FRANK G. DRUM and WARREN OLNEY, JR., as receivers of the Railway (hereinafter called the "Receivers"), parties of the third part,

THE EQUITABLE TRUST COMPANY OF NEW YORK, a corporation of the State of New York (hereinafter called the "Equitable Company"), as Trustee under the mortgage and deed of trust dated September 1, 1903, made by the Railway as hereinafter stated, party of the fourth part,

CENTRAL TRUST COMPANY OF NEW YORK, a corporation of the State of New York (hereinafter called the "Central Company"), as Trustee under the mortgage and deed of trust dated July 1, 1908, made by the Railway as hereinafter stated, party of the fifth part,

FRANKLIN V. SPOONER, ROBERT R. PARDOW and JOHN C. RUED (hereinafter called the "Purchasers"), parties of the sixth part, and

THE WESTERN PACIFIC RAILROAD COMPANY, a corporation of the State of California (hereinafter called the "Grantee"), party of the seventh part:

WHEREAS, the Railway at the times hereinafter mentioned was a corporation duly authorized and existing under the laws of California and authorized to own and mortgage the railways and property hereinafter described; and

WHEREAS, on or about June 23, 1905, the Railway executed its certain mortgage and deed of trust dated September 1, 1903 (hereinafter called the "First Mortgage"), to the Bowling Green Trust Company, a corporation of the State of New York, wherein and whereby the Railway mortgaged and pledged the railways, franchises, rights and other property therein described to secure an issue of bonds of the Railway (hereinafter called "First Mortgage Bonds"); and

WHEREAS, said Bowling Green Trust Company was thereafter, on or about March 31, 1909, merged into the Equitable Company and the Equitable Company has succeeded the Bowling Green Trust Company as Trustee in said First Mortgage and is now such Trustee; and

WHEREAS, on or about June 16, 1909, the Railway executed a certain indenture supplemental to said First Mortgage, confirming and transferring unto the

Equitable Company the trusts contained in said First Mortgage; and

WHEREAS, on or about October 9, 1908, the Railway executed its certain mortgage and deed of trust dated July 1, 1908 (hereinafter called the "Second Mortgage"), to the Central Company, as Trustee, wherein and whereby the Railway mortgaged the said railroads, franchises, and other property therein described to secure an issue of bonds of the Railway known as its "Second Mortgage Bonds", and

WHEREAS, on May 27, 1916, there was pending in the District Court of the United States for the Northern District of California a suit wherein the Equitable Company, as Trustee, was complainant, and the Railway, the Boca and Loyaltan Railroad Company, Chester L. Hovey, as Receiver of said Company, and the Mercantile Trust Company of San Francisco, as Trustee, were defendants, and the Central Company, as Trustee, was intervening defendant and cross-complainant; and

WHEREAS, on May 27, 1916, there was also pending in the District Court of the United States for the District of Utah a suit ancillary to said suit in the District Court of the United States for the Northern District of California wherein the parties were the same; and

X WHEREAS, Frank G. Drum and Warren Olney, Jr., had on or about the 3rd day of March, 1915, been appointed Receivers of the railways and property of the Railway in the suit above mentioned in the District Court of the United States for the Northern District of California, and in the suit above mentioned in the District Court of the United States for the District of Utah on or about March 6, 1915; and

WHEREAS, such proceedings were had in said suit so pending in the District Court of the United States for the Northern District of California, that on May 27, 1916, a decree was entered therein foreclosing the First Mortgage and directing the sale of the railways and property mortgaged thereby, and in said suit pending in the District Court of the United States for the District of Utah an ancillary decree was entered on May 29, 1916; and

WHEREAS, in and by said decrees the Special Master was appointed and directed to execute said decrees and to sell the railways, franchises, rights and other property in and by said decrees described and directed to be sold; and

X WHEREAS, under and pursuant to said decrees and in obedience thereto, on June 28, 1916, after due publication of notice of the time and place of sale describing briefly the property to be sold and referring to said decrees as thereby directed for further particulars, the Special Master did, at the passenger

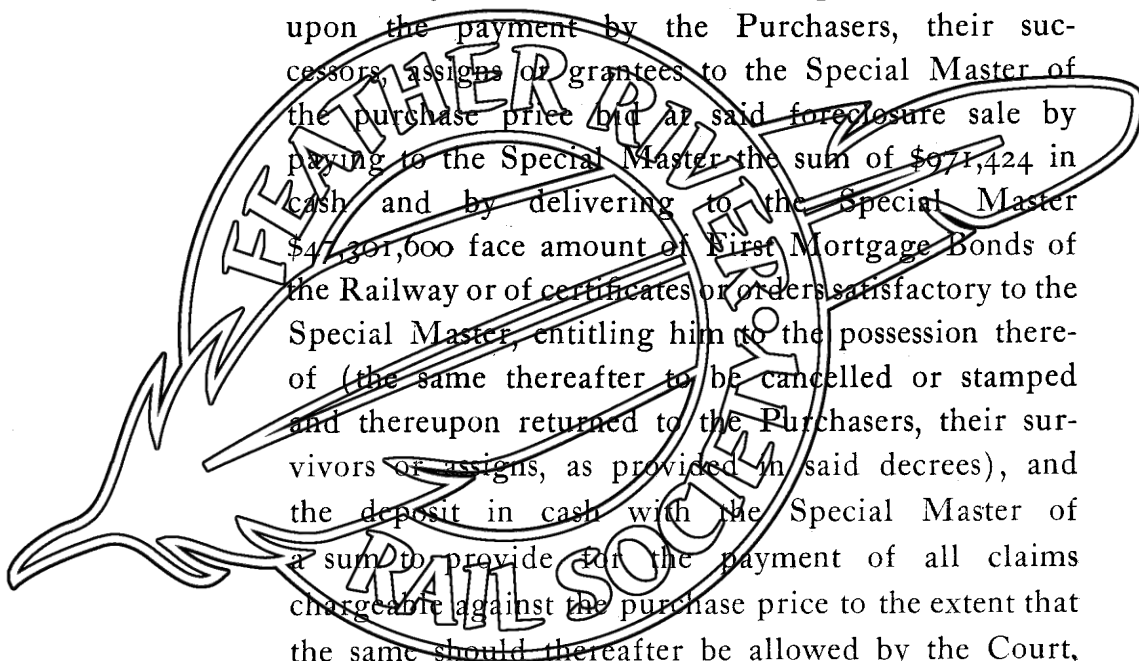
X station of the Railway at Third and Washington Streets, in the City of Oakland, California, that being a part of the mortgaged property in and by said decrees described and directed to be sold, on the day and at the hour fixed by said Special Master in said notice of sale and in the manner specified and directed in said decrees, sell at public auction all and singular the railways, franchises, rights and other property in and by said decrees directed to be sold, upon the terms and conditions in said decrees set forth, and

X WHEREAS, at said sale the Purchasers, having first made with the Special Master the deposit required by said decrees as a pledge that they would make good their bid in case of its acceptance, and having been the highest and best bidders therefor, became the purchasers of all the railways, franchises, rights and other property described in said decrees and thereby directed to be sold, for the sum of Eighteen Million Dollars (\$18,000,000); and

WHEREAS, the Special Master did duly make and file his report of sale to said District Court of the United States for the Northern District of California in said suit therein pending, which said report and the said sale were by decree of said court entered in said suit therein pending on the first day of July, 1916, duly approved and confirmed; and the Special Master did also duly make and file his report of sale to said District Court of the United States for the

District of Utah in said suit therein pending, which said report and the said sale were by decree of said court entered in said suit last mentioned on the..... day of July, 1916, duly approved and confirmed; and

WHEREAS, it was ordered, adjudged and decreed in and by said decrees confirming said sales that upon the payment by the Purchasers, their successors, assigns or grantees to the Special Master of the purchase price bid at said foreclosure sale by paying to the Special Master the sum of \$971,424 in cash and by delivering to the Special Master \$47,301,600 face amount of First Mortgage Bonds of the Railway or of certificates or orders satisfactory to the Special Master, entitling him to the possession thereof (the same thereafter to be cancelled or stamped and thereupon returned to the Purchasers, their survivors or assigns, as provided in said decrees), and the deposit in cash with the Special Master of a sum to provide for the payment of all claims chargeable against the purchase price to the extent that the same should thereafter be allowed by the Court, the Special Master sign, seal, execute, acknowledge and deliver a good and sufficient deed or deeds or other instruments conveying and transferring to the Purchasers as joint tenants and not as tenants in common, or to the survivors of them, or to their grantees, successors or assigns, or to such corporation as the Purchasers should designate, and in such portions to the Purchasers, or to the survivors of them, or to their



grantees, successors or assigns, or to such corporation as the Purchasers might direct, all of the railways, franchises, rights and other property described in said decrees of foreclosure and sale; subject to all the terms, conditions and provisions of the said decrees of sale and of confirmation; and

WHEREAS, in and by said decrees of foreclosure and sale and said decrees of confirmation, it was ordered, adjudged and decreed that the Railway execute its deed or deeds or other instruments or join with the Special Master in the execution of those made by him, and thereby convey, assign and release to the Purchasers, the survivors of them, their successors or assigns or the corporation designated by the Purchasers, all of its right, title and interest in the railways, franchises, rights and other property conveyed or transferred by the Special Master; that the Receivers likewise make, execute and deliver to the Purchasers, the survivors of them, their successors or assigns, or to the corporation designated by the Purchasers, all such instruments of transfer and assignment or of further assurance as should be necessary to establish or perfect the title of the Purchasers, the survivors of them, their successors or assigns, or such corporation, to the properties sold under said decrees of foreclosure and sale; that the Equitable Company, as Trustee of the First Mortgage, likewise convey, transfer and release to the Purchasers, the survivors of them, their successors or assigns, or to the corporation designated by the Purchasers, all of its right, title and interest in

and to the railways, franchises, rights and other property so conveyed or transferred by the Special Master; that the Central Company, as Trustee of the Second Mortgage, likewise convey, transfer and release to the Purchasers, the survivors of them, their successors or assigns, or to the corporation designated by the Purchasers, all of its right, title and interest in and to all of the railways, franchises, rights and other property so conveyed or transferred by the Special Master; and

WHEREAS, the Purchasers have duly paid to the Special Master the sum of \$971,424 and have duly delivered to the Special Master a certificate or certificates satisfactory to him entitling him to the possession of \$47,301,600 face amount of said First Mortgage Bonds and have deposited with the Special Master the additional sum required by said decrees of confirmation to provide for the claims therein mentioned and have complied with and have fulfilled all the terms and conditions of said decrees entitling them, the survivors of them, their successors or assigns, or such corporation as they might name, to receive such deed or deeds or other instruments; and

WHEREAS, the Purchasers have since said decrees of confirmation duly assigned, transferred and set over to the Grantee their said bid and all their right, title and interest in and to the properties of the Railway so sold and their right to receive a deed or deeds of

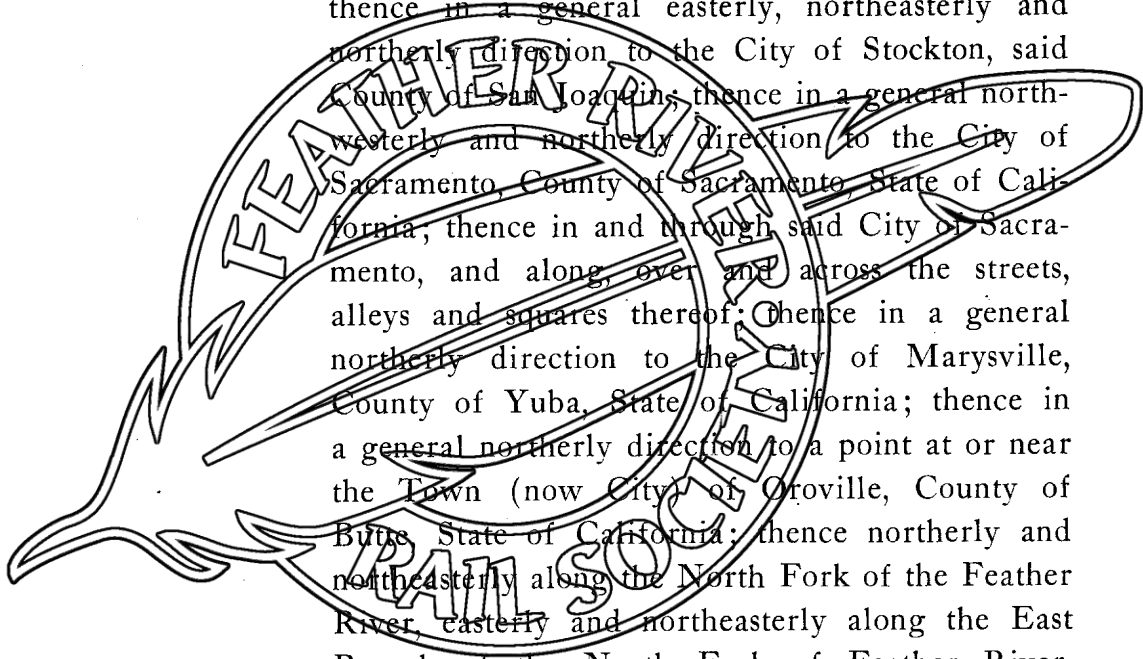
conveyance and transfer thereof and have named and do hereby name the Grantee, a corporation of the State of California, as the corporation to which the Special Master and said others, by said decrees directed so to do, are to make such deeds and other instruments of conveyance, transfer and release of said railways, franchises, rights and property so sold as aforesaid:

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That the Special Master, party of the first part hereto, in order to carry into effect the said sale made by him and in pursuance of the aforesaid decrees and in conformity with the law and for and in consideration of the premises and of the sum paid and to be paid and the obligations assumed in accordance with the terms of said decrees, has granted, bargained, sold, assigned, transferred and conveyed and by these presents does grant, bargain, sell, assign, transfer and convey unto the Grantee in fee simple and absolutely all the said railways, franchises, rights and other property by said decrees of sale ordered to be sold and by said Special Master sold in pursuance thereof as aforesaid, including the following:

(1) The Railway's main line from San Francisco, California, to Salt Lake City, Utah; commencing at said City of San Francisco, running thence in and through the said City and County of San Francisco, and along, over and across the streets, alleys and squares thereof; thence by ferry and barge system to the City of Oakland, Ala-

meda County, California; thence in and through said City of Oakland, and along, over and across the streets, alleys and squares thereof; thence southeasterly and easterly to a point on the boundary line between the said County of Alameda and the County of San Joaquin, State of California; thence in a general easterly, northeasterly and northerly direction to the City of Stockton, said County of San Joaquin; thence in a general northwesterly and northerly direction to the City of Sacramento, County of Sacramento, State of California; thence in and through said City of Sacramento, and along, over and across the streets, alleys and squares thereof; thence in a general northerly direction to the City of Marysville, County of Yuba, State of California; thence in a general northerly direction to a point at or near the Town (now City) of Oroville, County of Butte, State of California; thence northerly and northeasterly along the North Fork of the Feather River, easterly and northeasterly along the East Branch of the North Fork of Feather River, southerly and southeasterly along Spanish Creek and Spring Garden Creek, southeasterly and northeasterly along the Middle Fork of the Feather River to a point in Sierra Valley, County of Plumas, State of California; thence easterly across Sierra Valley and through Beckwith Pass to a point on the boundary line between the States of



California and Nevada, and thence in a general easterly direction across the State of Nevada to a point on the boundary line between the States of Nevada and Utah; thence in a general easterly direction to a point in Salt Lake City, Salt Lake County, said State of Utah.

Included as a part of the main line of railroad above described is that certain line of railroad formerly owned by the Alameda and San Joaquin Railroad Company and now owned by the Railway, extending from the City of Stockton, County of San Joaquin, State of California, to Tesla, Alameda County, California, a distance of about 36.6 miles, together with all the other property and franchises acquired by the Railway from said last named company.

Also all the railroads, terminals, rights of way, franchises and other property heretofore acquired by the Railway from the said San Francisco Terminal Railway and Ferry Company, said Sacramento and Oakland Railway Company and said Stockton and Beckwith Pass Railway Company.

(2) All other lines of railroad wherever situated whether owned by the Railway at the time of the execution and delivery of said First Mortgage or thereafter constructed or acquired, whether by the Railway or the Receivers, and now owned by it, including all branches, extensions, terminals, terminal property and interest in terminals, union

depots or stations, and all way-grounds, rights of way, depot grounds, roadbeds, superstructures, rails, tracks, side tracks, sidings, switches and turn-outs, bridges, viaducts, culverts, embankments, lands, yards, buildings, offices, depots, stations, warehouses, car houses, engine houses, freight houses, coal houses, wood houses, machine shops and other shops, turn-tables, water stations, water tanks, fences, telegraph lines, elevators, structures, erections and fixtures, and all wharves, piers, docks, ferries, boats, steamers, barges, transports, tugs and transfer and ferry boats.

(3) All the right, title and interest of the Railway in and to any and all parcels of real property wherever situated, either owned by it or purchased or acquired by the Receivers, or in which it has the sole beneficial interest, and which have been acquired from time to time, although such parcels may be detached from and do not form an integral part of the Railway's line of railway.

(4) All locomotives, engines, cars and other rolling stock, steam or electrical equipment, machinery, instruments, tools, implements, materials, supplies, furniture and other chattels of the Railway wheresoever situated, whether acquired by the Railway or by the Receivers.

(5) All the following described shares of stock, which said stocks, with the exception of stock in

Salt Lake City Union Depot and Railroad Company, are deposited and pledged with and are held by the Equitable Company as Trustee of said First Mortgage, namely:

\$400,500 par value of stock of Standard Realty and Development Company.

\$2,500,000 par value of stock of San Francisco Terminal Railway and Ferry Company.

\$1,000,000 par value of stock of Stockton and Beckwith Pass Railway Company

\$90,000 par value of stock of Salt Lake City Union Depot and Railroad Company

(6) All cash in the possession of the Receivers or to which they are entitled, all sums of money and all accounts of every kind due to the Receivers, all estates, interests and rights under leases, trackage, terminal crossing, operating and other executory contracts and agreements to which the Railway or the Receivers may be parties.

(7) The Railway's rights and interests in and under the following agreements:

(a) An agreement dated June 23, 1905, between the Railway, The Rio Grande Western Railway Company (now consolidated into The Denver and Rio Grande Railroad Company) and the Bowling Green Trust Company, as Trustee under the First Mortgage of the Railway.

(b) Agreement dated June 23, 1905, between the Railway, The Denver and Rio Grande Railroad Company, the Rio Grande Western Railway Company (now consolidated into The Denver and Rio Grande Railroad Company), and the Bowling Green Trust Company, as Trustee under the First Mortgage of the Railway.

(c) An agreement dated June 23, 1905, between The Missouri Pacific Railway Company and The Denver and Rio Grande Railroad Company.

(d) All other agreements, leases and traffic contracts to which the Railway is a party or in which the Railway has an interest.

(8) All other property of every kind and description owned by the Railway or acquired by the Railway or by the Receivers; also any and all corporate and other rights, powers, privileges and franchises, easements, tenements, hereditaments and appurtenances, reversions and remainders, which the Railway held at the time of the execution and delivery of said First Mortgage, or which it or the Receivers have subsequently acquired and now possess or exercise, and any and all rents, issues, profits, tolls and other income of said lines of railroad, extensions and branches, or any part thereof, and all the estate, right, title and interest, property, possession, claim and demand whatsoever, as well

at law as in equity, of the said Railway of, in and to the said lines of railroad, terminals and other property, and any and every part thereof, with all of the appurtenances.

(9) Excepting out of and reserving from the property above described so much thereof, if any, as shall heretofore have been conveyed by the Railway and released from the lien of said First Mortgage by the Trustee thereunder and released from said Second Mortgage by the Trustee thereunder,

(10) Excepting also out of and reserving from the property above described any and all trackage and operating rights now existing in the Boca and Loyaltan Railroad Company, Chester L. Hovey as Receiver thereof, and the Mercantile Trust Company of San Francisco, as Trustee under the first mortgage of the Boca and Loyaltan Railroad Company, over a certain portion of the track approximately three and three-fourths miles in length, described in the supplemental and second amended bill of complaint, the question of the priorities of the rights of these parties to the extent mentioned over the lien of the First and Second Mortgages of the Railway being reserved for subsequent adjudication.

SUBJECT, ALSO, to the express condition that the railways, franchises, rights and other property hereby conveyed shall be and hereby are charged with the

payment, satisfaction and discharge in cash by the Grantee of the following:

(a) Any tax which may be a lien upon or chargeable against the railways, franchises, rights or other property hereby conveyed;

(b) All unpaid liabilities, indebtedness and obligations, if any such there be and whether arising upon contract or from torts and whether liquidated or unliquidated, of the Receivers legally contracted or incurred by them in the operation of the railways, franchises, rights and property hereby conveyed at any time before the same shall be delivered to the Grantee hereunder.

(c) Any just and legal indebtedness of the Railway, payment whereof was provided for by the order of said District Court of the United States for the Northern District of California appointing the Receivers, and which became due and payable prior to the appointing of said Receivers, and which shall not at the time of the delivery of possession of the railways and property hereby conveyed have been paid or satisfied by the Receivers, upon such indebtedness being finally adjudged by said District Court of the United States for the Northern District of California to be prior and superior in equity to the First Mortgage Bonds and directing the payment thereof;

(d) Such further amounts, if any, claimed by petitions filed, prior to the date of the sale as aforesaid by the Special Master of said railways, franchises, rights and other property, in said suit pending in said District Court of the United States for the Northern District of California, as the Receivers may be finally adjudged to be liable to pay or as may be finally adjudged by decree to be prior and superior in equity to the First Mortgage as a charge upon said railways, franchises, rights and other properties.

But neither the Purchasers, the Grantee nor its successors or assigns shall be held personally liable for any of the afore-mentioned taxes, liabilities, indebtedness or claims, the manner provided in said decrees of foreclosure and sale and said decrees of confirmation for enforcing the liability of the Purchasers, their grantees, successors and assigns, for all such taxes, liabilities and indebtedness to be exclusive of all other remedies.

AND SUBJECT ALSO to all the other terms, conditions and provisions of said decrees of foreclosure and sale and the decrees of confirmation of such sale.

TO HAVE AND TO HOLD all and singular the above described and conveyed railways, franchises, rights and other property, real, personal and mixed, wherever situated, unto the Grantee, its successors and assigns, forever, subject as aforesaid.

The Grantee, its successors or assigns, shall have the right for a period of six months from the date of entry of the decree of the District Court of the United States for the Northern District of California confirming said sale, viz: July 1, 1916, to elect whether or not to assume or adopt any lease or contract which is a part of the railways, franchises, rights or other property hereby conveyed, whether made by the Railway or by the Receivers herein, and such Grantee or its successors or assigns shall be held to have adopted and assumed each such lease or contract unless within said period of six months it or they shall file with the Clerk of the District Court of the United States for the Northern District of California a written election not to assume or adopt the same; but the foregoing provision shall not be deemed to authorize the Grantee to disclaim or reject as part of the property purchased the right of the Railway in or under the contract dated June 23, 1905, between the Railway, The Denver and Rio Grande Railroad Company and the Rio Grande Western Railway Company and the Trustee under the First Mortgage of the Railway.

Anything herein or in said decrees of foreclosure and sale or said decrees of confirmation to the contrary notwithstanding, the Grantee hereby assumes the obligations of the Receivers under the contract heretofore entered into by them for the purchase of 1,000 underframe box cars mentioned in said decrees.

AND THIS INDENTURE FURTHER WITNESSETH:

That in consideration of the premises and under and pursuant to the said decrees of the said courts, the Railway, party of the second part hereto, does hereby grant, bargain, sell, assign, transfer, release and convey unto the Grantee, its successors or assigns, forever, all its right, title and interest in and to all the railways, franchises, rights and other property hereby conveyed, assigned or transferred by the Special Master to the Grantee.

TO HAVE AND TO HOLD the same and each and every part thereof unto the Grantee, its successors and assigns, forever.

AND THIS INDENTURE FURTHER WITNESSETH:

That in consideration of the premises and under and pursuant to the said decrees of courts, said Frank G. Drum and Warren Olney, Jr. (as Receivers of the Railway and of its properties, parties of the third part, do hereby grant, bargain, sell, convey, assign and release unto the Grantee, its successors and assigns, all their right, title and interest in and to all the railways, franchises, rights and other property hereby conveyed, assigned or transferred by the Special Master to the Grantee, and as well all other assets or property acquired or constructed by them or that may be acquired or constructed by them prior

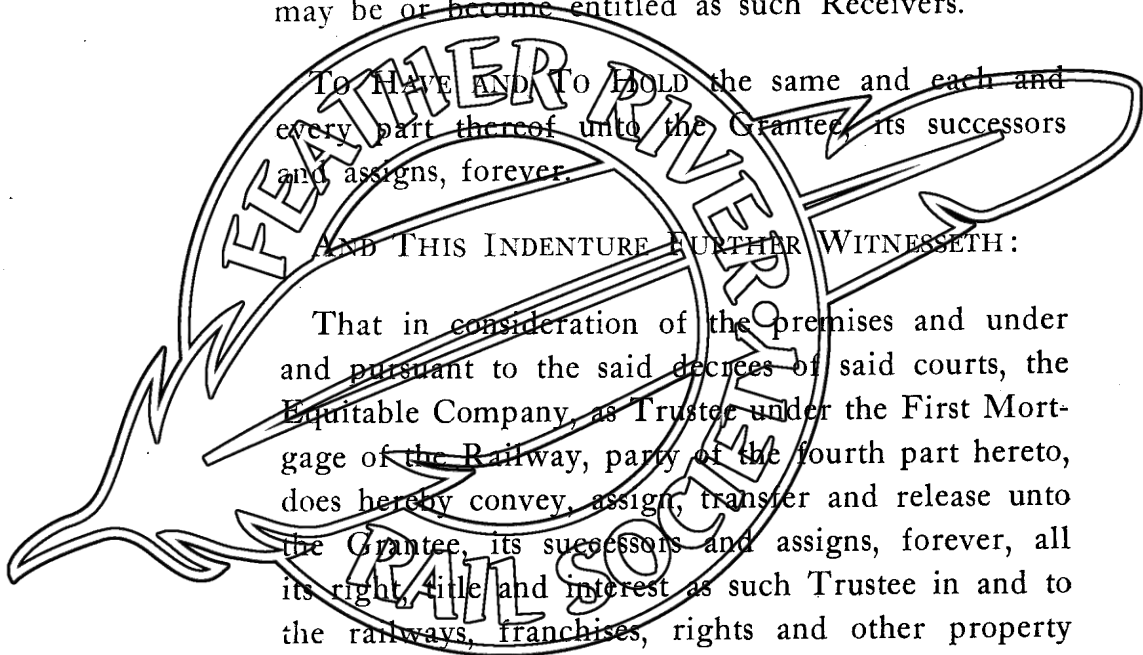
to the delivery of possession to the Grantee, its successors or assigns, of the railways and property hereby conveyed, assigned or transferred, except such property as may have been lawfully disposed of by them, including all property, interests, rights and franchises of whatever description held by them or to which they may be or become entitled as such Receivers.

TO HAVE AND TO HOLD the same and each and every part thereof unto the Grantee, its successors and assigns, forever.

AND THIS INDENTURE FURTHER WITNESSETH:

That in consideration of the premises and under and pursuant to the said decrees of said courts, the Equitable Company, as Trustee under the First Mortgage of the Railway, party of the fourth part hereto, does hereby convey, assign, transfer and release unto the Grantee, its successors and assigns, forever, all its right, title and interest as such Trustee in and to the railways, franchises, rights and other property hereby conveyed, assigned or transferred by the Special Master to the Grantee.

TO HAVE AND TO HOLD the same and each and every part thereof unto the Grantee, its successors and assigns, forever.



AND THIS INDENTURE FURTHER WITNESSETH:

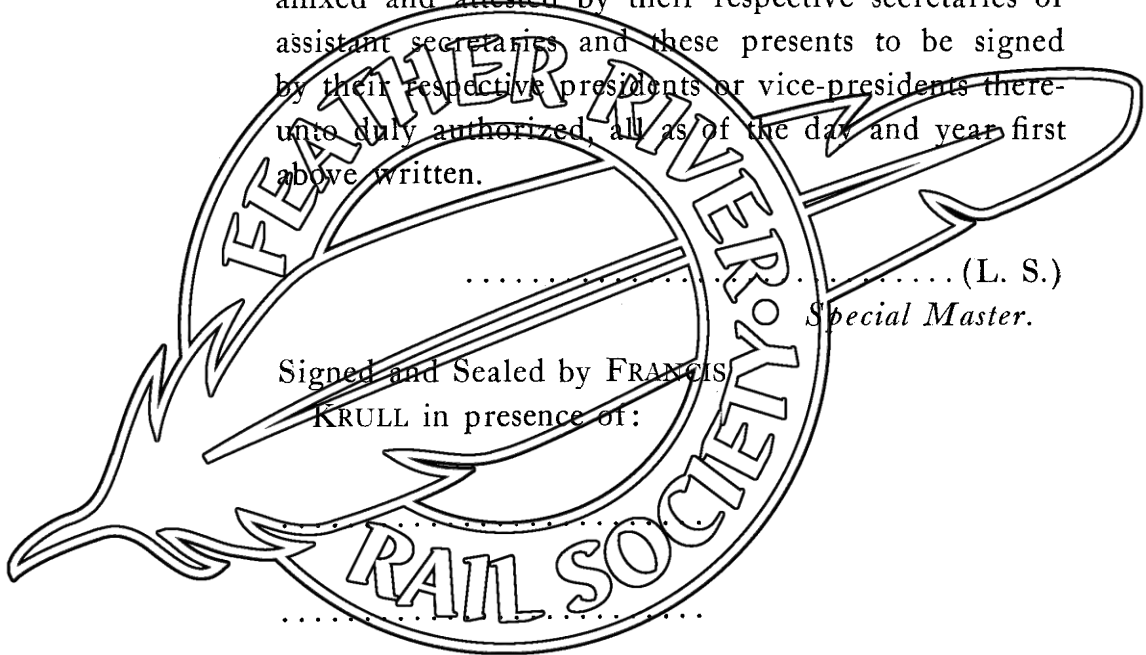
That in consideration of the premises and under and pursuant to the said decrees of said courts, the Central Company, as Trustee under the Second Mortgage of the Railway, party of the fifth part hereto, does hereby convey, assign, transfer and release unto the Grantee, its successors and assigns, forever, all its right, title and interest as such Trustee in and to the railways, franchises and other property hereby conveyed, assigned or transferred by the Special Master to the Grantee.

To HAVE AND TO HOLD the same and each and every part thereof unto the Grantee, its successors and assigns, forever.

AND THIS INDENTURE FURTHER WITNESSETH:

That the Purchasers, parties of the sixth part, have become parties hereto, in order to signify their assent to the execution and delivery of this indenture to the Grantee, and they do hereby signify their assent and quitclaim and release unto the Grantee, its successors and assigns, all their right, title and interest in and to the railways, franchises, rights and other property hereby conveyed, assigned or transferred by the Special Master to said Grantee.

IN WITNESS WHEREOF, the party of the first part, the parties of the third part and the parties of the sixth part have hereunto set their hands and seals, and the party of the second part, the party of the fourth part, and the party of the fifth part have caused their respective corporate seals to be hereunto affixed and attested by their respective secretaries or assistant secretaries and these presents to be signed by their respective presidents or vice-presidents thereunto duly authorized, all as of the day and year first above written.



..... (L. S.)
Special Master.
Signed and Sealed by FRANCIS
KRULL in presence of:

WESTERN PACIFIC RAILWAY COMPANY

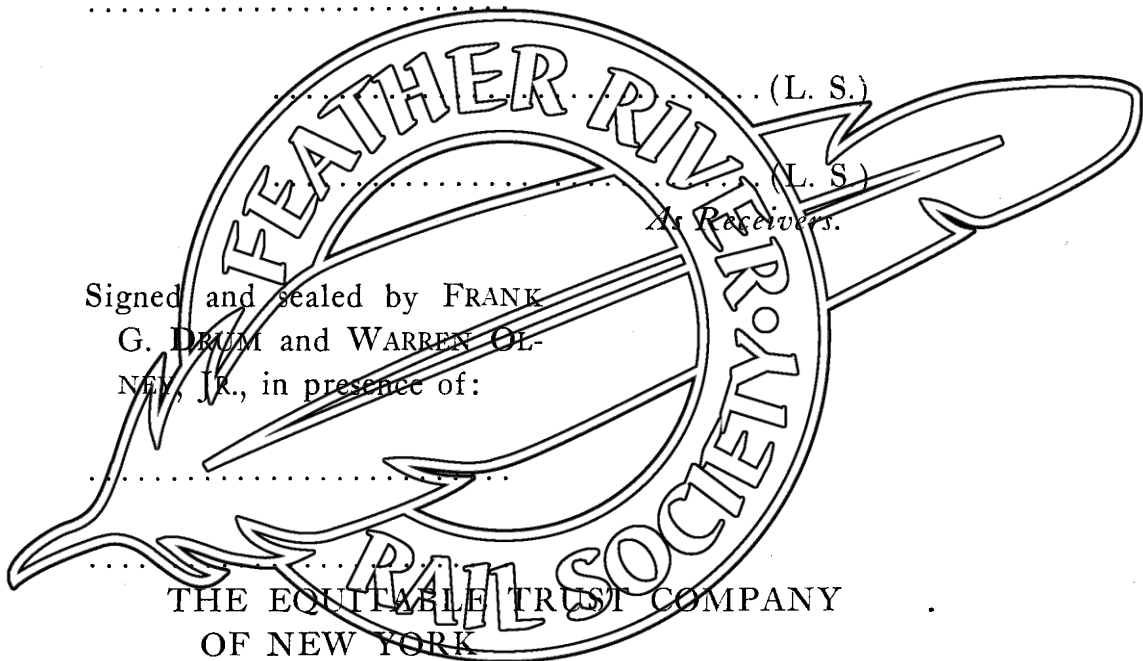
By.....
Vice-President.

Attest:
.....
Secretary.

Signed and sealed by WESTERN
PACIFIC RAILWAY COMPANY
in presence of:

.....

.....



Signed and sealed by FRANK
G. DRUM and WARREN OL-
NEY, JR., in presence of:

.....

.....

THE EQUITABLE TRUST COMPANY
OF NEW YORK

..... (L. S.)

..... (L. S.)

As Receivers.

As Trustee,

By.....

Vice-President.

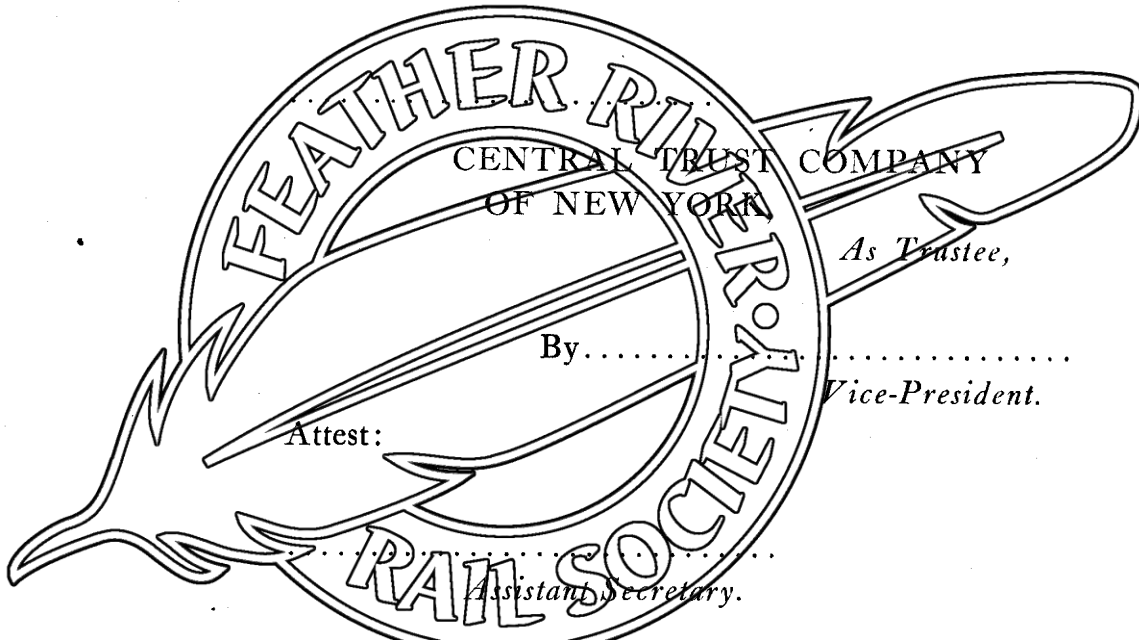
Attest:

.....

Assistant Secretary.

Signed and sealed by THE
EQUITABLE TRUST COMPANY
OF NEW YORK in presence
of:

.....



Signed and sealed by CENTRAL
TRUST COMPANY OF NEW
YORK in presence of:

.....

.....

..... (L. S.)

..... (L. S.)

..... (L. S.)

Purchasers.

Signed and sealed by FRANKLIN
V. SPOONER, ROBERT R. PAR-
DOW and JOHN C. RUED in
presence of:

.....
.....

State of California, }
City and County of San Francisco, } ss.:

On this _____ day of July, in the year one thousand
nine hundred and sixteen, before me, M. V. Collins, a Notary
Public in and for the City and County of San Francisco, residing
therein, duly commissioned and sworn, personally appeared Francis
Kruhl, Special Master, known to me to be one of the individuals
described in, whose name is subscribed to and who executed the
foregoing instrument, and he acknowledged to me that he executed
the same.

In Witness Whereof I have hereunto set my hand and affixed
my official seal at my office in the City and County and State afore-
said, the day and year in this certificate above mentioned.

Notary Public in and for the City and
County of San Francisco.
My term expires April 14, 1917.

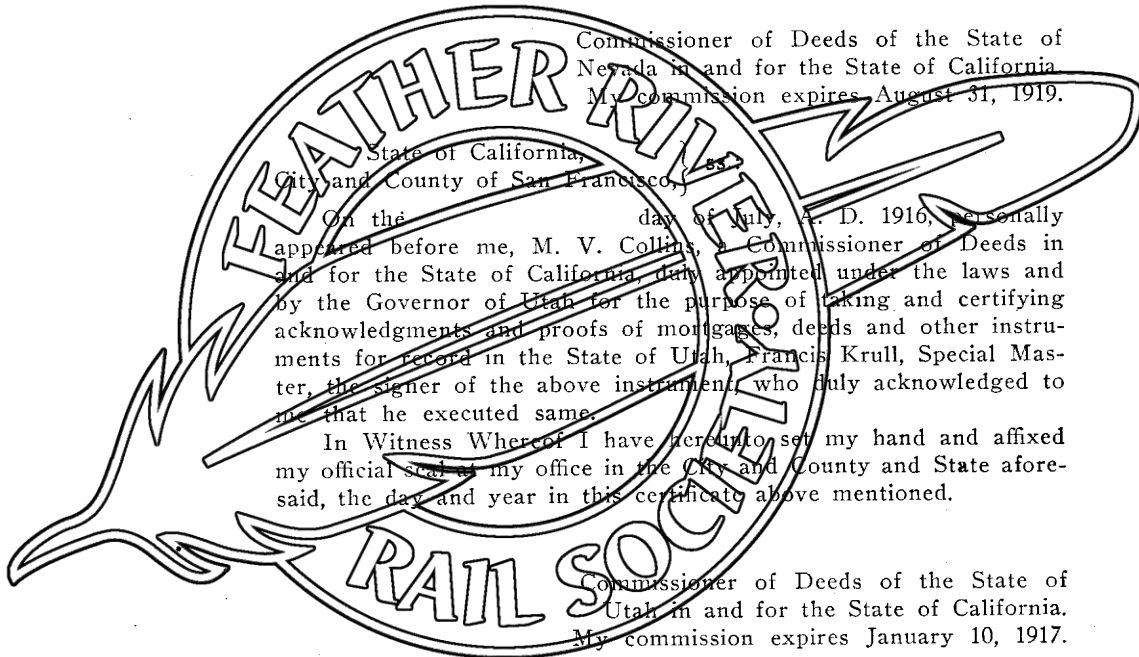
State of California, }
City and County of San Francisco, } ss.:

On this _____ day of July, A. D. 1916, personally
appeared before me, M. V. Collins, a Commissioner of Deeds in
and for the State of California, duly appointed under the laws and
by the Governor of the State of Nevada for the purpose of taking



acknowledgments and proofs of deeds and other instruments to be recorded in the State of Nevada, Francis Krull, Special Master, known to me to be one of the persons described in and who executed the foregoing instrument, who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal at my office in the City and County and State aforesaid, the day and year in this certificate above mentioned.



Commissioner of Deeds of the State of Nevada in and for the State of California
My commission expires August 31, 1919.

State of California, }
City and County of San Francisco, } ss.

On the _____ day of July, A. D. 1916, personally appeared before me, M. V. Collins, Commissioner of Deeds in and for the State of California, duly appointed under the laws and by the Governor of Utah for the purpose of taking and certifying acknowledgments and proofs of mortgages, deeds and other instruments for record in the State of Utah, Francis Krull, Special Master, the signer of the above instrument, who duly acknowledged to me that he executed same.

In Witness Whereof I have hereunto set my hand and affixed my official seal at my office in the City and County and State aforesaid, the day and year in this certificate above mentioned.

Commissioner of Deeds of the State of Utah in and for the State of California.
My commission expires January 10, 1917.

State of California, }
City and County of San Francisco, } ss.:

On this _____ day of July, in the year one thousand nine hundred and sixteen, before me, M. V. Collins, a Notary Public in and for the City and County of San Francisco, residing therein, duly commissioned and sworn, personally appeared Perry Evans, to me known to be Vice-President of Western Pacific Railway Company, one of the corporations that executed the within instrument, and to be the person who executed said instrument on its behalf, and he acknowledged to me that such corporation executed the same.

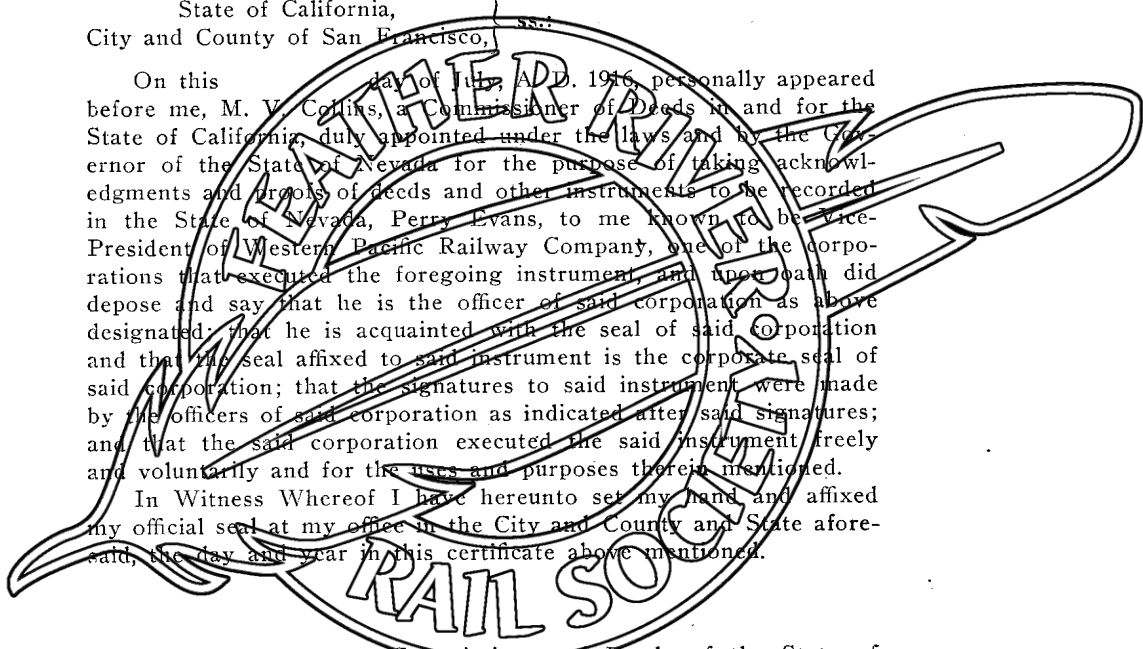
In Witness Whereof I have hereunto set my hand and affixed my official seal at my office in the City and County and State aforesaid, the day and year in this certificate above mentioned.

Notary Public in and for the City and County of San Francisco.
My term expires April 14, 1917.

State of California,
City and County of San Francisco, } ss.:

On this day of July, A. D. 1916, personally appeared before me, M. V. Collins, a Commissioner of Deeds in and for the State of California, duly appointed under the laws and by the Governor of the State of Nevada for the purpose of taking acknowledgments and proofs of deeds and other instruments to be recorded in the State of Nevada, Perry Evans, to me known to be Vice-President of Western Pacific Railway Company, one of the corporations that executed the foregoing instrument, and upon oath did depose and say that he is the officer of said corporation as above designated; that he is acquainted with the seal of said corporation and that the seal affixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by the officers of said corporation as indicated after said signatures; and that the said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal at my office in the City and County and State aforesaid, the day and year in this certificate above mentioned.



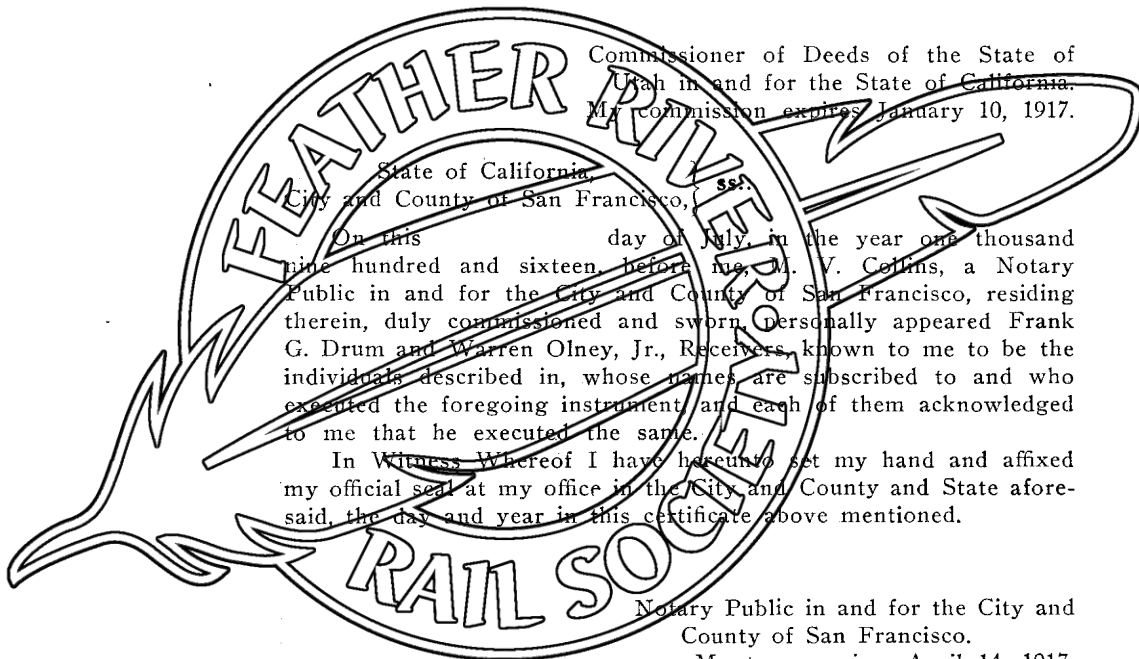
Commissioner of Deeds of the State of Nevada in and for the State of California.
My commission expires August 31, 1919.

State of California, }
City and County of San Francisco, } ss.:

On the day of July, A. D. 1916, personally appeared before me, M. V. Collins, a Commissioner of Deeds in and for the State of California, duly appointed under the laws and by the Governor of the State of Utah for the purpose of taking and certifying acknowledgments and proofs of mortgages, deeds and other instruments for record in the State of Utah, Perry Evans, who

being by me duly sworn did say, that he is Vice-President of Western Pacific Railway Company, one of the corporations named in and that executed the foregoing instrument and that said instrument was signed in behalf of said corporation by resolution of its Board of Directors, and said Perry Evans acknowledged to me that said corporation executed the same.

In Witness Whereof I have hereunto set my hand and affixed my official seal at my office in the City and County and State aforesaid, the day and year in this certificate above mentioned.



Commissioner of Deeds of the State of Utah in and for the State of California. My commission expires January 10, 1917.

State of California, }
City and County of San Francisco, } ss.:

On this _____ day of July, in the year one thousand nine hundred and sixteen, before me, M. V. Collins, a Notary Public in and for the City and County of San Francisco, residing therein, duly commissioned and sworn, personally appeared Frank G. Drum and Warren Olney, Jr., Receivers, known to me to be the individuals described in, whose names are subscribed to and who executed the foregoing instrument, and each of them acknowledged to me that he executed the same.

In Witness Whereof I have hereunto set my hand and affixed my official seal at my office in the City and County and State aforesaid, the day and year in this certificate above mentioned.

Notary Public in and for the City and County of San Francisco.
My term expires April 14, 1917.

State of California, }
City and County of San Francisco, } ss.:

On this _____ day of July, A. D. 1916, personally appeared before me, M. V. Collins, a Commissioner of Deeds in and for the State of California, duly appointed under the laws and by the Governor of the State of Nevada for the purpose of taking acknowledgments and proofs of deeds and other instruments to be recorded in the State of Nevada, Frank G. Drum and Warren Olney, Jr., Receivers, to me known to be the persons described in and who executed the foregoing instruments, each of whom

acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

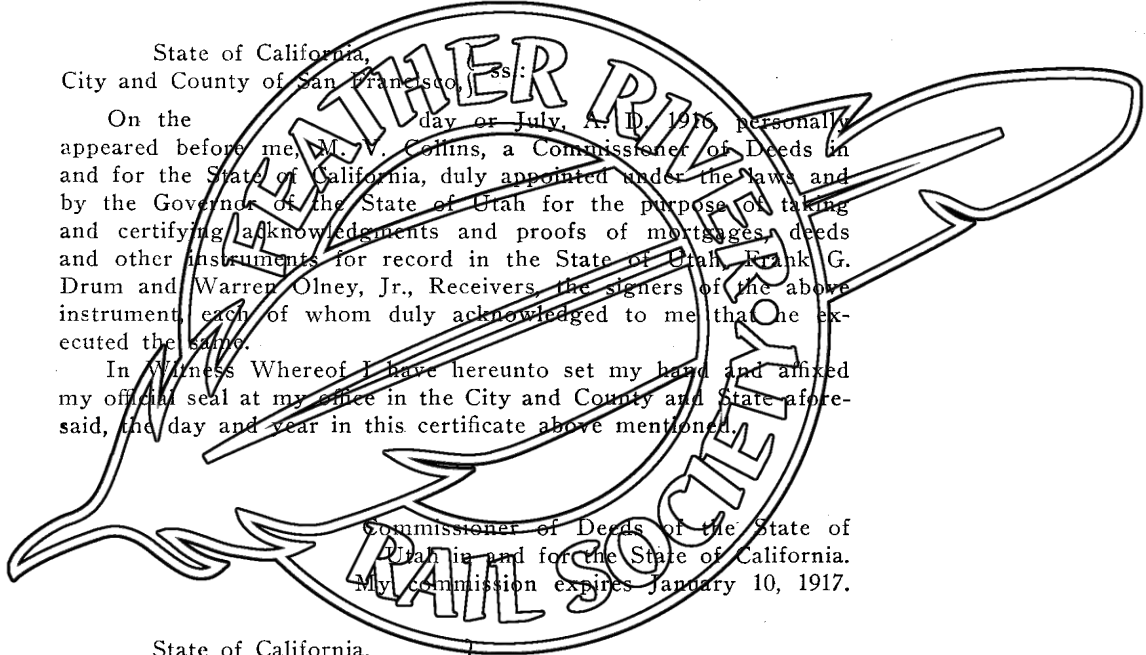
In Witness Whereof I have hereunto set my hand and affixed my official seal at my office in the City and County and State aforesaid, the day and year in this certificate above mentioned.

Commissioner of Deeds of the State of Nevada in and for the State of California.
My commission expires August 31, 1919.

State of California,
City and County of San Francisco, ss.:

On the _____ day of July, A. D. 1916, personally appeared before me, M. V. Collins, a Commissioner of Deeds in and for the State of California, duly appointed under the laws and by the Governor of the State of Utah for the purpose of taking and certifying acknowledgments and proofs of mortgages, deeds and other instruments for record in the State of Utah, Frank G. Drum and Warren Olney, Jr., Receivers, the signers of the above instrument, each of whom duly acknowledged to me that he executed the same.

In Witness Whereof I have hereunto set my hand and affixed my official seal at my office in the City and County and State aforesaid, the day and year in this certificate above mentioned.



Commissioner of Deeds of the State of Utah in and for the State of California.
My commission expires January 10, 1917.

State of California,
City and County of San Francisco, } ss.:

On this _____ day of July, in the year one thousand nine hundred and sixteen, before me, M. V. Collins, a Notary Public in and for the City and County of San Francisco, residing therein, duly commissioned and sworn, personally appeared Henry E. Cooper, known to me to be Vice-President of The Equitable Trust Company of New York, one of the corporations that executed the within instrument, and to be the person who executed said instrument on its behalf, and he acknowledged to me that such corporation executed the same.

In Witness Whereof I have hereunto set my hand and affixed

my official seal at my office in the City and County and State afore-
said, the day and year in this certificate above mentioned.

Notary Public in and for the City and
County of San Francisco.

My term expires April 14, 1917.

State of California, }
City and County of San Francisco, } ss.:

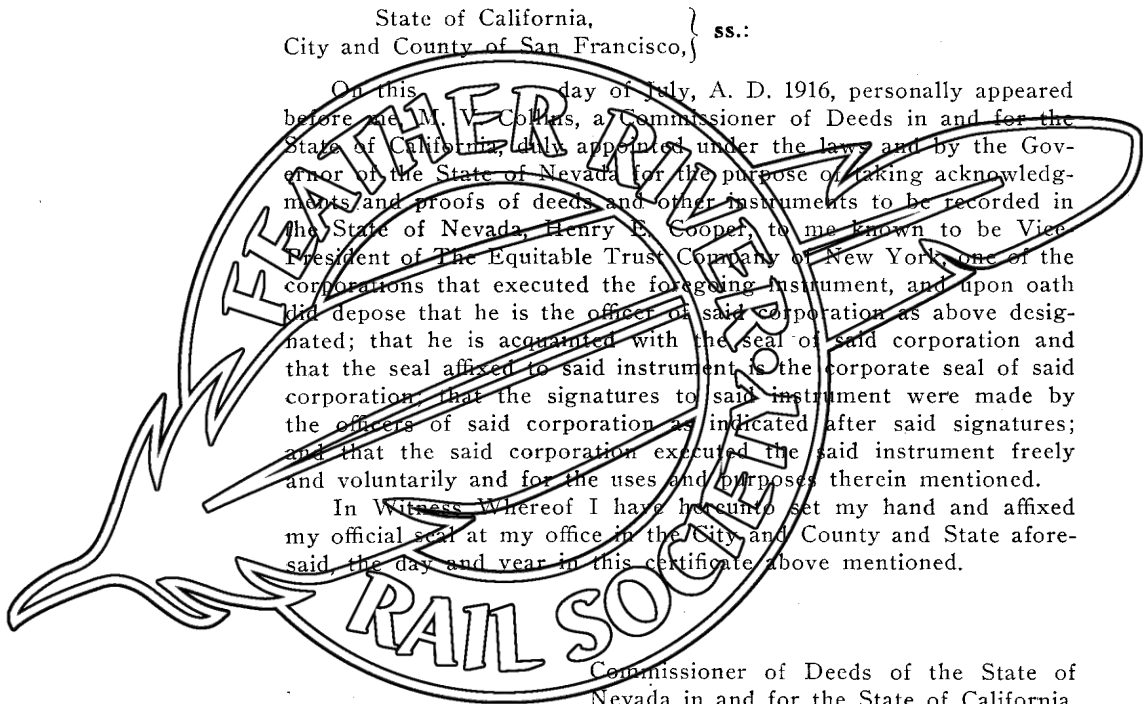
On this _____ day of July, A. D. 1916, personally appeared
before me, M. V. Collins, a Commissioner of Deeds in and for the
State of California, duly appointed under the laws and by the Gov-
ernor of the State of Nevada for the purpose of taking acknowledg-
ments and proofs of deeds and other instruments to be recorded in
the State of Nevada, Henry E. Cooper, to me known to be Vice-
President of The Equitable Trust Company of New York, one of the
corporations that executed the foregoing instrument, and upon oath
did depose that he is the officer of said corporation as above desig-
nated; that he is acquainted with the seal of said corporation and
that the seal affixed to said instrument is the corporate seal of said
corporation; that the signatures to said instrument were made by
the officers of said corporation as indicated after said signatures;
and that the said corporation executed the said instrument freely
and voluntarily and for the uses and purposes therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed
my official seal at my office in the City and County and State afore-
said, the day and year in this certificate above mentioned.

Commissioner of Deeds of the State of
Nevada in and for the State of California.
My commission expires August 31, 1919.

State of California, }
City and County of San Francisco, } ss.:

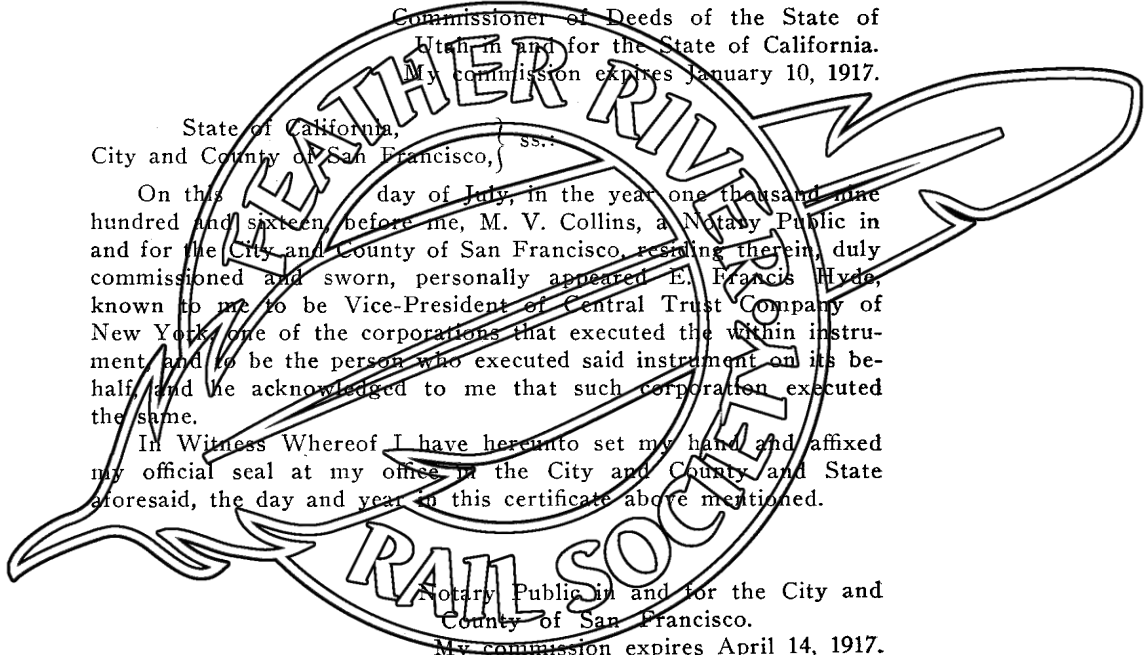
On the _____ day of July, A. D. 1916, personally appeared
before me, M. V. Collins, a Commissioner of Deeds in and for the
State of California, duly appointed under the laws and by the Gov-
ernor of the State of Utah for the purpose of taking and certifying
acknowledgments and proofs of mortgages, deeds and other instru-
ments for record in the State of Utah, Henry E. Cooper, who
being by me duly sworn did say that he is Vice-President of The



Equitable Trust Company of New York, one of the corporations named in and that executed the foregoing instrument, and that said instrument was signed in behalf of said corporation by resolution of its Board of Trustees, and said Henry E. Cooper acknowledged to me that said corporation executed the same.

In Witness Whereof I have hereunto set my hand and affixed my official seal at my office in the City and County and State aforesaid, the day and year in this certificate above mentioned.

Commissioner of Deeds of the State of
Utah in and for the State of California.
My commission expires January 10, 1917.



State of California, }
City and County of San Francisco, } ss.:

On this _____ day of July, in the year one thousand one hundred and sixteen, before me, M. V. Collins, a Notary Public in and for the City and County of San Francisco, residing therein, duly commissioned and sworn, personally appeared E. Francis Hyde, known to me to be Vice-President of Central Trust Company of New York, one of the corporations that executed the within instrument, and to be the person who executed said instrument on its behalf, and he acknowledged to me that such corporation executed the same.

In Witness Whereof I have hereunto set my hand and affixed my official seal at my office in the City and County and State aforesaid, the day and year in this certificate above mentioned.

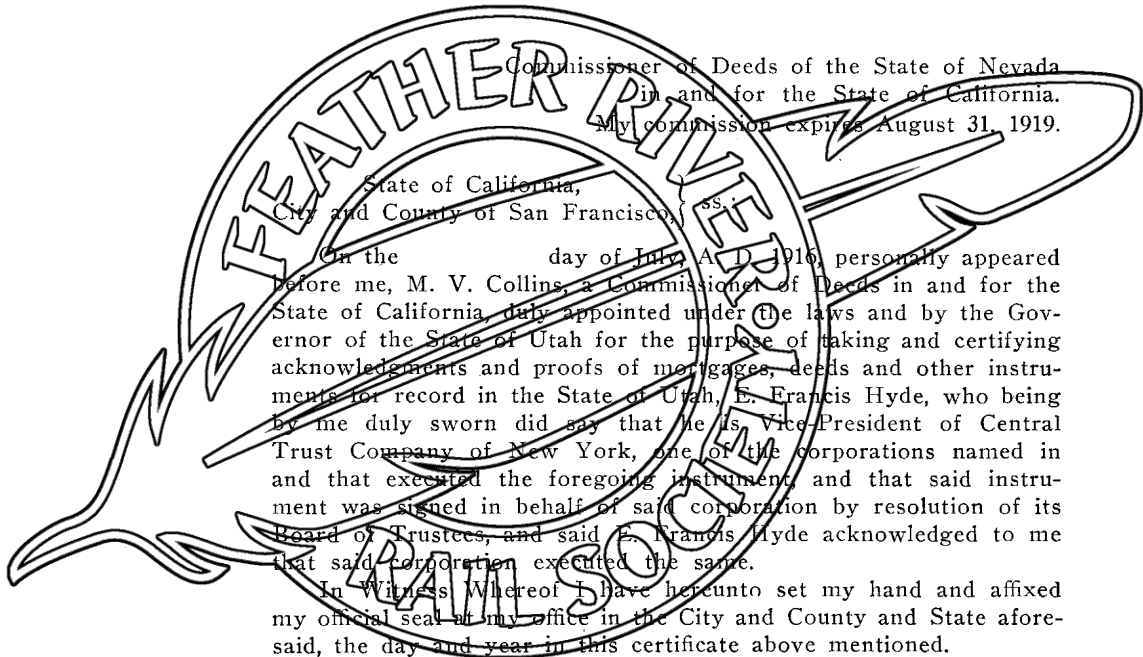
Notary Public in and for the City and
County of San Francisco.
My commission expires April 14, 1917.

State of California, }
City and County of San Francisco, } ss.:

On this _____ day of July, A. D. 1916, personally appeared before me, M. V. Collins, a Commissioner of Deeds in and for the State of California, duly appointed under the laws and by the Governor of the State of Nevada for the purpose of taking acknowledgments and proofs of deeds and other instruments to be recorded in the State of Nevada, E. Francis Hyde, to me known to be Vice-President of Central Trust Company of New York, one of the corporations that executed the foregoing instrument, and upon oath did depose that he is the officer of said corporation as above desig-

nated; that he is acquainted with the seal of said corporation and that the seal affixed to said instrument is the corporate seal of said corporation; that the signatures to said instrument were made by the officers of said corporation as indicated after said signatures; and that the said corporation executed the said instrument freely and voluntarily and for the uses and purposes therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal at my office in the City and County and State aforesaid, the day and year in this certificate above mentioned.



Commissioner of Deeds of the State of Nevada
in and for the State of California.
My commission expires August 31, 1919.

State of California,
City and County of San Francisco, ss.:

On the _____ day of July, A. D. 1916, personally appeared before me, M. V. Collins, a Commissioner of Deeds in and for the State of California, duly appointed under the laws and by the Governor of the State of Utah for the purpose of taking and certifying acknowledgments and proofs of mortgages, deeds and other instruments for record in the State of Utah, E. Francis Hyde, who being by me duly sworn did say that he is, Vice-President of Central Trust Company of New York, one of the corporations named in and that executed the foregoing instrument, and that said instrument was signed in behalf of said corporation by resolution of its Board of Trustees, and said E. Francis Hyde acknowledged to me that said corporation executed the same.

In Witness Whereof I have hereunto set my hand and affixed my official seal at my office in the City and County and State aforesaid, the day and year in this certificate above mentioned.

Commissioner of Deeds of the State of Utah
in and for the State of California.
My commission expires January 10, 1917.

State of California, }
City and County of San Francisco, } ss.:

On this _____ day of July, in the year one thousand nine hundred and sixteen, before me, M. V. Collins, a Notary Public in and for the City and County of San Francisco, residing therein,

duly commissioned and sworn, personally appeared Franklin V. Spooner, Robert R. Pardow and John C. Rued, known to me to be the individuals described in, whose names are subscribed to and who executed the foregoing instrument, and each of them acknowledged to me that he executed the same.

In Witness Whereof I have hereunto set my hand and affixed my official seal at my office in the City and County and State aforesaid, the day and year in this certificate above mentioned.

Notary Public in and for the City and County of San Francisco.
My term expires April 14, 1917.

State of California,
City and County of San Francisco, } ss.:

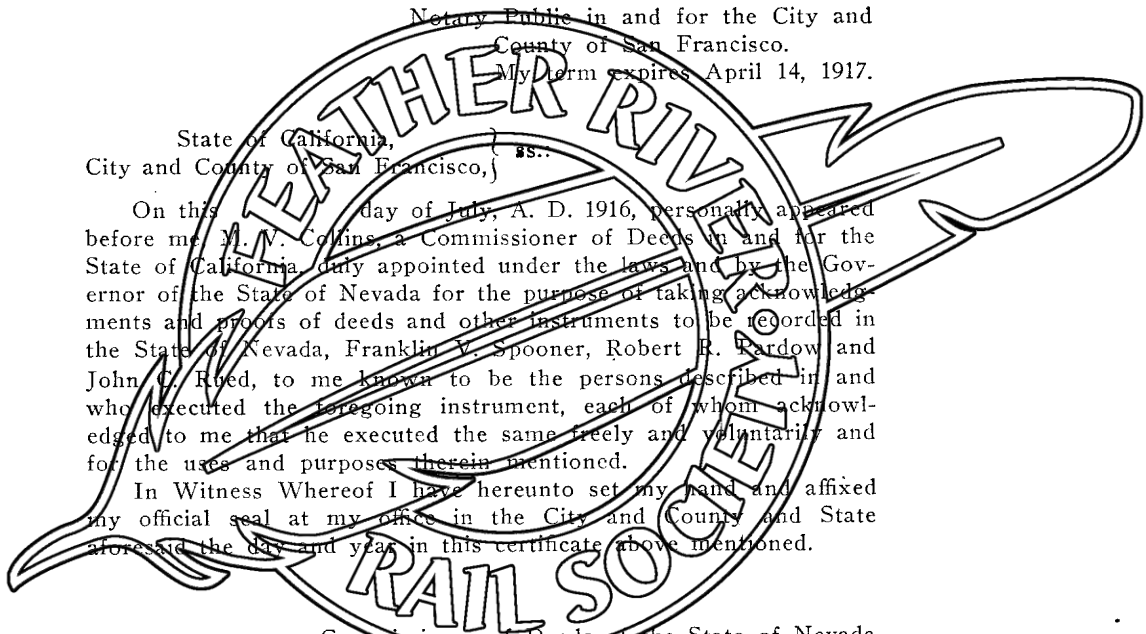
On this _____ day of July, A. D. 1916, personally appeared before me, M. V. Collins, a Commissioner of Deeds in and for the State of California, duly appointed under the laws and by the Governor of the State of Nevada for the purpose of taking acknowledgments and proofs of deeds and other instruments to be recorded in the State of Nevada, Franklin V. Spooner, Robert R. Pardow and John C. Rued, to me known to be the persons described in and who executed the foregoing instrument, each of whom acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

In Witness Whereof I have hereunto set my hand and affixed my official seal at my office in the City and County and State aforesaid the day and year in this certificate above mentioned.

Commissioner of Deeds of the State of Nevada
in and for the State of California.
My commission expires April 31, 1919.

State of California,
City and County of San Francisco, } ss.:

On the _____ day of July, A. D. 1916, personally appeared before me, M. V. Collins, a Commissioner of Deeds in and for the State of California, duly appointed under the laws and by the Governor of the State of Utah for the purpose of taking and certifying acknowledgments and proofs of mortgages, deeds and other instruments for record in the State of Utah, Franklin V. Spooner, Robert R. Pardow and John C. Rued, the signers of the above instrument,



each of whom duly acknowledged to me that he executed the same.

In Witness Whereof I have hereunto set my hand and affixed my official seal at my office in the City and County and State aforesaid, the day and year in this certificate above mentioned.

Commissioner of Deeds of the State of
Utah in and for the State of California,
My commission expires January 10, 1917.





