

By M. McKean, Secretary

L. Q. C. Lamar, Recorder of the General Land Office.

Recorded, Vol. 33, Page 216.

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UNION PACIFIC RAILROAD CO.

TO

JOSEPH F. NICKMAN AND
FELIX NICKMAN.

WARRANTY DEED.

Received for record April 6th, 1905, at
8:15 o'clock A.M.
T.G. Spencer, Register of Deeds.

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Contract No. 332 F.
Deed No. 1172.

UNION PACIFIC RAILROAD COMPANY.

KNOW ALL MEN BY THESE PRESENTS, That Union Pacific Railroad Company, a corporation existing under and by virtue of the laws of the State of Utah, in consideration of the sum of Six Hundred and Twenty-nine and 48/100 (\$629.48) Dollars, to it paid, the receipt of which is hereby acknowledged, doth subject however to the exceptions, reservations and conditions hereinafter written hereby grant, bargain, sell and convey unto Joseph F. Nickman and Felix Nickman of the County of Buffalo in the State of Nebraska, the following described real estate situate, lying and being in the County of Buffalo and in the State of Nebraska, to-wit:

The North East Quarter (N.E. 1/4) of Section No. Three (3) in Township No. Eleven (11) North of Range No. Sixteen (16) West of the Sixth Principal Meridian, containing, according to the United States Survey thereof One Hundred and Sixty One (161) and 37/100 acres, more or less.

Excepting and reserving to said Union Pacific Railroad Company its successors and assigns,

First: A strip of land two hundred feet wide on each side of the center line of the railroad of said Union Pacific Railroad Company as said road is now constructed over and across said land.

Second: The right to said Union Pacific Railroad Company to maintain and operate its railroad in its present form of construction, and to make any change in the form of construction or method of operation of said railroad, and subject also to the covenant and condition that said grantees their heirs and assigns shall erect and forever maintain a lawful and sufficient fence along and upon each of the side lines of the said four hundred foot strip of land above reserved.

To have and to hold, subject to the said exceptions, reservations and covenant and condition the said premises with all the rights and appurtenances thereunto belonging unto the said Joseph F. Nickman and Felix Nickman grantees their heirs and assigns forever, and the said Union Pacific Railroad Company 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 grantees their heirs and assigns forever against the lawful claims of all persons whomsoever.

Excepting as against all taxes and assessments levied upon said premises for the year 1900 and subsequent years, and excepting ^{against} any rights, liens or incumbrances created or permitted by any other person than the said grantor, since the Twenty ninth day of July 1899.

And whereas, said Union Pacific Railroad Company did, on the 1st day of July, 1897, execute and deliver to The Mercantile Trust Company, of New York, a certain mortgage deed wherein said railroad company conveyed to the said The Mercantile Trust Company, as Trustee, for the uses and purposes therein mentioned, amongst other things, the lands hereinbefore described; and

Whereas, said Union Pacific Railroad Company, with the consent of the said The Mercantile Trust Company, Trustee under the mortgage aforesaid, has sold and conveyed, as above set forth, the real